

**DECLARATION OF PROTECTIVE COVENANTS
for
DOMINION HEIGHTS**

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DECLARATION OF PROTECTIVE COVENANTS
for
DOMINION HEIGHTS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Protective Covenants for Dominion Heights (the “**Declaration**”) is made on this the 23rd day of August, 2019, by Agora Assets, LC, a Texas limited liability company (the “**Declarant**”), and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the “**Association**”).

A. Declarant is the owner of that certain approximately 18.941 acre tract of land (save and except the Excluded Lots, the “**Property**”) located in the City of San Antonio, Bexar County, Texas, more particularly described in the plat recorded in Volume 20001, Pages 1330-1333, of the Deed and Plat Records of Bexar County, Texas (the “**Plat**”).

B. Pursuant to this Declaration and to the Plat, Declarant desires to create and carry out a uniform plan for the improvement, development, and sale of the subdivided Lots situated within the Property.

C. On or about September 30, 1987, the Property was part of an approximately 69.197 acre tract of land (the “**Moorman Tract**”) that was described in Exhibit “A” of, and encumbered by, that certain Declaration of Restrictive Covenants recorded in Volume 4145, Page 1928 of the Official Public Records of Bexar County, Texas (the “**Moorman Declaration**”). The Moorman Declaration was terminated with the execution and recording of that certain Termination of Declaration of Restrictive Covenants, recorded as Document No. 20140044818 in the Official Public Records of Bexar County, Texas.

D. On or about September 30, 1987, the Moorman Tract was subjected to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 2956, Page 61, of the Official Public Records of Bexar County, Texas (as previously or hereafter amended or supplemented, the “**Umbrella Declaration**”), as amended by that certain Amendment to Declaration for the Dominion Planned Unit Development recorded in Volume 4146, Page 73 of the Official Public Records of Bexar County, Texas and that certain Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions for the Dominion Planned Unit Development recorded in Volume 4852, Page 556 of the Official Public Records of Bexar County, Texas, governing The Dominion Planned Unit Development (“**The Dominion PUD**”) pursuant to that certain Certificate of Annexation to Declaration of Covenants, Conditions, Easements, and Restrictions for The Dominion Planned Unit Development, recorded in Volume 4145, Page 1911 of the Official Public Records of Bexar County, Texas. In conjunction with being subject to the Umbrella Declaration, the Moorman Tract was subjected to The Dominion Amendment and Restatement to Community Manual recorded as Document No. 20130171326 in the Official Public Records of Bexar County, Texas (as previously or hereafter amended or supplemented, the “**Community Manual**”).

E. The Property was part of an approximately 47.668 acre tract out of the Moorman Tract (“**R/A Dominion Tract**”) which was encumbered by, that certain Declaration of Protective Covenants

(R/A Dominion Tract), dated March 21, 2014 and recorded in Volume 16597, Page 1473, as Document No. 20140044916, in the Official Public Records of Bexar County, Texas, as amended by: (i) that certain First Amendment to Declaration of Protective Covenants (R/A Dominion Tract), dated March 12, 2015 and recorded in Volume 17135, Page 731, as Document No. 20150044891, in the Official Public Records of Bexar County, Texas; and, (ii) that certain Second Amendment to Declaration of Protective Covenants (R/A Dominion Tract), dated October 26, 2015 and recorded in Volume 17585, Page 1870, as Document No. 20150232594, in the Official Public Records of Bexar County, Texas (collectively the “**Original R/A Dominion Declaration**”).

F. Among other terms and provisions, the Original R/A Dominion Declaration established procedures for: (i) developing portions of the R/A Dominion Tract for residential purposes and portions for commercial purposes; and, (ii) locating portions of the R/A Dominion Tract inside The Dominion Secured Perimeter, and locating other portions outside The Dominion Secured Perimeter.

G. In accordance with the Original R/A Dominion Declaration, R/A Dominion Development Properties, LLC, a Texas limited liability company and predecessor in interest to Declarant agreed to execute and record specific supplemental restrictive covenants prior to the development of any portion of the R/A Dominion Tract. Following that agreement, an approximately 11.72 acre tract of the R/A Dominion Tract (the “**Initial Residential Phase 1 Tract**”) was subject to the terms and provisions of that certain Supplemental Declaration of Protective Covenants Residential – Phase 1, recorded in Volume 17135, Page 746, as Document No. 20150044892 in the Official Public Records of Bexar County, Texas (the “**Initial Residential Phase 1 Declaration**”), pursuant to which it was agreed that the Initial Residential Phase 1 Tract was to be developed outside the Dominion Secured Perimeter.

H. Subsequent to the recording of the Initial Residential Phase 1 Declaration, the Original R/A Dominion Declaration was amended and restated in its entirety and replaced by that certain Amended and Restated Declaration of Protective Covenants (R/A Dominion Tract) dated September 29, 2016, and recorded in Volume 18128, Page 559, as Document No. 20160196619 in the Official Public Records of Bexar County, Texas (the “**Amended and Restated R/A Dominion Declaration**”), pursuant to which it was agreed that: (i) a 4.274 acre portion of the R/A Dominion Tract (defined as the “**Office Tract**” in the Amended and Restated R/A Dominion Declaration) would be developed for commercial purposes and would be located outside the Dominion Secured Perimeter; (ii) the remainder of the R/A Dominion Tract (defined as the “**Residential Tract**” in the Amended and Restated R/A Dominion Declaration) would be developed for residential purposes and would be located inside the Dominion Secured Perimeter; and, (iii) assessments due unto the Association would be reduced for the portions of the R/A Dominion Tract to be located outside the Dominion Secured Perimeter.

I. The Initial Residential Phase 1 Declaration was terminated with the execution and recording of that certain Termination of Declaration of Protective Covenants, recorded as Document No. 20190166613 in the Official Public Records of Bexar County, Texas. The Initial Residential Phase 1 Declaration is of no further force or effect.

J. By this Declaration, the Declarant and the Association have agreed: (i) that the entire Property, with the exception of Lot 17, Block 44, NCB 16385, is hereby removed from the terms, provisions, and conditions of the Amended and Restated R/A Dominion Declaration and will no longer be encumbered thereby; and, (ii) that Lot 17, Block 44, NCB 16385 remains subject to the Amended and Restated R/A Dominion Declaration (including the covenants, conditions, and restrictions contained therein) as the same pertain to the “**Office Tract**” as defined therein.

THEREFORE, in consideration of the above premises, and for the sum of Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, it is agreed by Declarant and the Association as follows:

Article 1

Declaration, Delivery, Definitions, and References

1.1 **Declaration.** The Property, save and except the Excluded Lots, shall hereafter be known as “**Dominion Heights**” (sometimes also referred to herein as the “**Subdivision**”) and shall be held, sold, conveyed, and occupied subject to the covenants and restrictions set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all persons and entities having any right, title, or interest in or to the Property or any portion thereof (including Lots, and any portions thereof), their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Each contract, deed, or other instrument which may hereafter be executed with regard to, or which in any way touches or concerns, the Property or any portion thereof (including Lots, and any portions thereof) shall conclusively be held to have been executed, delivered, and accepted subject to the covenants and restrictions set forth in this Declaration regardless of whether or not the same are set out or referred to in said contract, deed, or other instrument, and the entirety of this Declaration, including its covenants and restrictions, shall be valid and binding upon any such respective buyers and/or grantees.

1.2 **Delivery of Subdivision.** Subject to section 5.2 of this Declaration, the Declarant is solely responsible for delivery of the Subdivision as described in the Plat and in this Declaration, and Master Builders shall bear no liability or responsibility, by virtue of this Declaration, to undertake any obligations belonging to the Declarant.

1.3 **Dominion Secured Perimeter as Applied to the Subdivision.** The parties acknowledge and agree: (i) that the entire Subdivision, with the exception of Lot 17, Block 44, NCB 16385, will be located inside the Dominion Secured Perimeter; and, (ii) that Lot 17, Block 44, NCB 16385 will be located outside the Dominion Secured Perimeter.

1.4 **Definitions.** As used in this Declaration, the following terms shall have the following meanings unless the context requires otherwise:

1.4.1 **ACC** shall mean the Architectural Control Committee of the Association.

1.4.2 **Common Properties** shall mean the land and properties within the Subdivision to be owned by the Declarant, and to be maintained by either the Declarant or Master Builders (as set forth in section 5.2 of this Declaration), until conveyed unto the Association pursuant to Article 5 herein for the common use and enjoyment of the Association’s members. The Common Properties shall include private streets, greenbelts, parkways, medians, islands, mail centers, gates, 900 series Lots as shown on the Plat (except for any such Lot which is an Excluded Lot), other specifically designated Lots, and other similar facilities now or hereafter existing within the Subdivision. The Common Properties shall not include any Excluded Lot.

1.4.3 **Dominion Secured Perimeter** shall mean and refer to the boundaries of the main security facilities serving The Dominion PUD.

1.4.4 Dwelling, when used by itself, shall mean and refer to a single residential building, including its attached or detached garage(s), situated upon a Lot or Lots, and includes both Dwellings (Single-Family) and Dwellings (Duplex).

1.4.5 Dwelling (Single-Family) shall mean and refer to a single-family residence, including its attached or detached garage, all of which are situated upon either a single Lot.

1.4.6 Dwelling (Duplex) shall mean and refer to a single residential building with its interior divided by a common vertical wall into two (2) wholly separate residential units, with separate entrances, to accommodate two (2) separate families, including the attached or detached garages for each residential unit, all of which are situated upon and across two (2) Lots, as permitted in the section herein dealing with "Use of Lots—Dwelling (Duplex)."

1.4.7 Excluded Lot shall mean: (i) Lots 36, 37, 38, 39, 40, and 41 each out of Block 44, NCB 16385, as shown on the Plat; (ii) that portion of Lot 999, Block 44, NCB 16385 labeled as Loma View on Sheet Three of the Plat; and, (iii) that portion of Lot 901, Block 44, NCB 16385 labeled as Marazzi Lane on Sheet Three of the Plat. For avoidance of doubt, all other portions of Lots 999 and 901, Block 44, NCB 16385, if any, are expressly included in the Property and the Subdivision, and only the portions labeled on the Plat as Loma View or Marazzi Lane shall be considered Excluded Lots.

1.4.8 Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, recreational facilities, plantings or equipment of a permanent or semi-permanent character located on a Lot in the Subdivision and all subsequent changes, additions, treatments or replacements thereto and shall, where appropriate to the context, include clearing, grading, grubbing, landscaping and removing trees or other vegetation and/or any modification, expansion, demolition, or removal of any existing structure.

1.4.9 Lot shall mean any tract of land within the Subdivision which is identified as a lot upon the Plat, excluding the Common Properties and each Excluded Lot. Further, the definition of "Lot" herein shall not include Lot 17, Block 44, NCB 16385, as shown on the Plat, unless a provision in this Declaration specifically refers to such Lot 17, Block 44, NCB 16385 or the context so requires.

1.4.10 Master Builders shall mean the following entities, including their successors, assigns, and affiliates, whether acting individually or together with one another: (i) Sisterdale Family Limited Partnership, a Texas limited partnership; and, (ii) 1807 Land & Cattle Company LLC, a Texas limited liability company, individually and doing business as Dwell Dominion Group.

1.4.11 Owner shall mean the record owner, or owners, of title to any Lot (including contract sellers), but shall not include those holding an interest merely as security for the performance of an obligation.

1.5 References to the Association and to the ACC. Any references in this Declaration to the Association shall also include the successors of the Association, if any. Any references in this Declaration to the ACC shall also include the successors of the ACC, if any, and any other committee of the Association to which the duties and authorities of the ACC have been assigned. Further, any action which may be taken by the ACC pursuant to this Declaration may also be taken: (i) by another

committee of the Association to which the Association has assigned the matter; or, (ii) directly by the Association acting through its board of directors and officers.

Article 2

Umbrella Declaration; Special Applicability

2.1 **Umbrella Declaration.** In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as amended, from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Lots in the Subdivision, whether or not the Declarant has complied with the provisions of Article I, Section 3 of the Umbrella Declaration by recording a certificate annexing the Subdivision into The Dominion PUD. Notwithstanding the foregoing, should any restriction of this Declaration conflict with a restriction of the Umbrella Declaration, the more restrictive restriction among them shall control.

2.2 **Special Applicability – Lot 17, Block 44, NCB 16385.** It is intended that Lot 17, Block 44, NCB 16385, as shown on the Plat, will be developed for commercial purposes, separately from the remainder of the Subdivision. Accordingly, Lot 17, Block 44, NCB 16385 shall not be subject to the restrictive covenants set forth in this Declaration except those provisions which specifically refer to such Lot 17, Block 44, NCB 16385. Additionally, the parties agree that Lot 17, Block 44, NCB 16385 remains subject to the Amended and Restated R/A Dominion Declaration (including the covenants, conditions, and restrictions set forth therein) as the same pertain to the “Office Tract” as defined therein. It is further agreed and stipulated by the parties that on or before the conveyance of all or any portion of Lot 17, Block 44, NCB 16385 to a person or entity not otherwise controlled or owned by the Declarant, and in any event prior to the construction of any Improvements on all or any portion of Lot 17, Block 44, NCB 16385 (other than construction of a stormwater filtration structure, or “Jellyfish”), the Declarant (or its permitted assignees) and the Association shall jointly record, in the office of the County Clerk of Bexar County, Texas, a revised set of specific covenants and restrictions applicable to the development and oversight of Lot 17, Block 44, NCB 16385, as such is contemplated in Article II of the Amended and Restated R/A Dominion Declaration.

2.3 **Special Applicability – Excluded Lots.** It is intended that the Excluded Lots shall be developed separately from the remainder of the Subdivision. Accordingly, the Excluded Lots shall not be subject to the restrictive covenants set forth in this Declaration. It is further agreed and stipulated by the parties that on or before the conveyance of all or any portion of the Excluded Lots to a person or entity not otherwise controlled or owned by the Declarant, and in any event prior to the construction of any Improvements on all or any portion of the Excluded Lots, the Declarant (or its permitted assignees) and the Association shall jointly record, in the office of the County Clerk of Bexar County, Texas, a revised set of specific covenants and restrictions applicable to the development and oversight of the Excluded Lots.

Article 3

Use Restrictions

3.1 **Use of Lots—Generally.** Any single Lot may only be used for the construction and maintenance of a Dwelling (Single-Family); *provided*, however, that no more than one Dwelling shall be permitted upon each Lot, together with such Dwelling’s appurtenant outbuildings, accessory structures, and landscaping. No Dwelling or Improvements upon any Lot(s) or any part thereof may be used, or permitted to be used, for any purpose other than as a private residence for the Owner, his

family, his guests, his tenants, and his servants, or other uses directly incidental thereto. The operation of any business upon any Lot, or Lots, is prohibited. Except in the case of a Dwelling (Duplex), appurtenant outbuildings and accessory structures may not be connected or attached to Improvements upon adjacent Lots. No Dwelling previously constructed elsewhere may be moved onto any Lot. All improvements to a Lot must be site-built and no pre-manufactured structures or components may be brought onto a Lot without the written approval of the ACC.

3.2 Use of Lots—Dwelling (Duplex). Any two (2) adjacent Lots which front on the same street may be jointly used for the construction and maintenance of one Dwelling (Duplex) and its appurtenant outbuildings, structures, and landscaping; *provided*, however, that the common vertical wall separating the residential units of the Dwelling (Duplex) building must be situated directly upon, and coincident with, the common Lot line which separates the two (2) Lots. Each garage, outbuilding, or other accessory structure which is appurtenant to a separate residential unit must be placed upon the same Lot where the separate residential unit is located; or if combined and built as one structure must likewise be situated directly upon, and coincident with, the common Lot Line which separates the two (2) Lots. The result of the foregoing building placement restrictions must be such that any fee simple conveyance of one Lot will include the separate residential unit [one side of the Dwelling (Duplex) building] along with all appurtenant outbuildings, structures, and landscaping which are located upon such Lot. Accordingly, the Owners of both Lots which are used for a Dwelling (Duplex) shall retain separate voting rights and shall be responsible for separate allocations of Association assessments.

3.3 Access to Lots. Access to all Lots within the Subdivision, with the exception of Lot 17, Block 44, NCB 16385, shall be permitted from any adjacent street. Except for access made pursuant to an easement created in this Declaration, access to Lot 17, Block 44, NCB 16385 shall not be permitted from any street within the Subdivision. The Owner(s) of the real property which is currently known as Lot 17, Block 44, NCB 16385 shall remain responsible, at such Owner's sole expense, for the construction and maintenance of an ACC approved fence which separates the said Lot 17, Block 44, NCB 16385 from the rest of the Subdivision—thereby preserving the integrity of the Dominion Secured Perimeter.

3.4 Combining Lots. With the written consent, or joinder, of the Association, the common owner of any two (2) adjacent Lots which front on the same street may combine such Lots by having such Lots re-platted as one Lot, and then causing such re-plat to be filed of record in the office of the County Clerk of Bexar County, Texas. The Owner seeking such re-plat shall be responsible for: (i) complying with all applicable laws; (ii) obtaining the written consents of the appropriate governmental entities and agencies; (iii) resolving applicable easements and other encumbrances, if any; and, (iv) bearing all costs and expenses associated with such re-platting. Upon re-platting, the perimeter property lines of the newly created Lot shall continue to be subject to the setback requirements in this Declaration. In no event may: (i) more than two (2) Lots be combined; or, (ii) any Lot which has already been combined with another, be aggregated or further combined with any other Lot.

3.5 Further Division of Lots. Lots within the Subdivision may not be further subdivided into lesser dimensions than those appearing on the Plat.

3.6 Temporary Structures. In this section the phrase "Temporary Structures" shall mean and include, without limitation, any: (i) trailer; (ii) tent; (iii) lean-to; (iv) shack; (v) camper, either with or without wheels; (vi) recreational vehicle, either with or without wheels; (v) van, or other conveyance, which is designed for sleeping; (vi) preassembled (or kit) garage, barn, or outbuilding;

and, (vii) enclosures of a temporary character or designed for temporary use. Temporary Structures within the Subdivision shall not: (i) be used as a residence; (ii) be connected to utilities upon a Lot; or (iii) be placed or maintained upon any Lot for an extended period of time. Notwithstanding the foregoing prohibitions, the following shall be permissible: (i) a Temporary Structure which is completely enclosed within a garage upon a Lot; (ii) a camper or recreational vehicle which is temporarily plugged into a standard electrical receptacle during periods of provisioning or decommissioning either immediately before or immediately after an excursion; and, (iii) as may be permitted elsewhere in this Declaration.

3.7 Mobile Homes. In this section the phrase “Mobile Homes” shall mean and include, without limitation, any: (i) mobile home; (ii) manufactured home; (iii) modular home; and, (iv) structures of a similar type known by any other name. A Mobile Home shall not lose its character as a Mobile Home by: (i) removing its wheels or axles; (ii) placing it upon a concrete slab; (iii) reducing, or attempting to reduce, it to realty; or, (iv) attaching, or attempting to attach, it to land. Mobile Homes are prohibited within the Subdivision, except as may be permitted elsewhere in this Declaration. No person may record a Statement of Ownership for a Mobile Home, or other similar document (as described in the Texas Manufactured Housing Standards Act, Tex. Occ. Code Ann., §1201.001, *et seq.*, as amended) regarding a Mobile Home within the Subdivision in the Office of the County Clerk of Bexar County, Texas, and any such recordation shall be void and unenforceable.

3.8 Rentals. Unless otherwise approved in writing by the Association, any rental of a Dwelling or improved Lot within the Subdivision shall be made subject to the following conditions: (i) each rental agreement must comply with the rental requirements and policies set forth in the Community Manual; (ii) each rental agreement must be for a minimum initial term of at least six (6) months; (iii) if the rented premises is a Dwelling (Single-Family), then the entire Lot (or combined Lots) upon which such Dwelling (Single-Family) is situated must be exclusively rented with no use reserved for the Owner of such Dwelling (Single-Family) other than those rights commonly reserved for landlord’s access; and, (iv) if the rented premises is a residential unit of a Dwelling (Duplex), then the entire separate residential unit, including the Lot upon which such separate residential unit is located, must be exclusively rented with no use reserved for the Owner of such residential unit other than those rights commonly reserved for landlord’s access.

3.9 Building Materials and Diligent Construction. No building material of any kind shall be placed or stored upon any Lot until construction of Improvements thereon is ready to commence, and then, shall remain only so long as such building materials are needed to meet the demands of the currently active construction. Any excess building materials not needed during construction, or upon completion of construction, shall be promptly removed from the Subdivision. Building materials may not be placed on any street or between the curb and property line of any Lot. Instead, building materials may only be placed within the property lines of: (i) the Lot upon which the construction of Improvements is to occur; or, (ii) another Lot with such Lot Owner’s permission. Construction upon a Lot, once begun, shall be diligently pursued to completion, such that Improvements are not left in an unfinished condition any longer than reasonably necessary.

3.10 Architectural Control.

3.10.1 ACC Approval Required. No Improvements may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with the ACC requirements set forth herein, in the Umbrella Declaration, and in the Community Manual, the

applicable terms and provisions of such Umbrella Declaration and Community Manual being incorporated herein by reference, including, but not limited to the obtaining of prior approval of the ACC for preliminary (conceptual) design plans and prior approval of the ACC for final plans and specifications for such Improvements and the obtaining of building permits and certificates of occupancy at the appropriate times. Nothing herein shall be construed to waive the requirement that all Improvements on each Lot must be approved by the ACC according to its customary approval requirements and processes, and in compliance with the rules and regulations of the Association.

3.10.2 ACC Variances. The ACC shall have the authority, in its sole discretion, to grant variances from the covenants, restrictions, setbacks, or architectural standards set forth in this Declaration. Requests for variance may be made at any time, and may be made by any Owner, or by any other person or entity with a bona fide interest therein. Requests for variance shall be made in writing and in accordance with the then current procedures of the ACC. The ACC may require the requestor to provide additional information which the ACC deems relevant to its consideration of the request. Before making its final decision regarding a variance request, the ACC shall consider: (i) any plans to preserve trees; (ii) any plans for a unique or advanced building concept or design; (iii) any plans to deal with special or extraordinary characteristics of the particular Lot as applied to proposed building plans; and, (iv) any other issues set forth in the request. The ACC shall additionally comply with any specific sections in this Declaration which require the ACC to consider other factors, or to make additional determinations, prior to granting a variance. The ACC may not grant a variance request if it finds that the proposed variance, if granted, would result in or cause: (i) a detriment to, or an encroachment upon, any other Lot or the Common Properties; (ii) an irremediable encroachment upon any easement, without permission; (iii) a clashing of architectural style or design within the Subdivision; or, (iv) damage to the appearance, serenity, beauty, integrity, or harmony of the Subdivision's natural or built surroundings. Variance requests which are not otherwise approved or denied in writing shall be deemed to be denied on the thirtieth (30th) day following submission. Any denial of a variance request shall be without prejudice to subsequent resubmission. Each variance request shall be considered separately from any other requests, therefore, the granting or denial of a variance request shall not: (i) carry any precedential value; (ii) constitute a waiver of the Association's right to strictly enforce this Declaration, the Umbrella Declaration, the Community Manual, or the rules and regulations of the Association, in other situations, or against any other person or entity.

3.11 Compliance with Building Codes Required. All Dwellings and other Improvements within the Subdivision shall be constructed in conformity with all applicable building codes and ordinances of the City of San Antonio, Texas which are then in effect.

Article 4

Assessments

4.1 Creation of Lien and Personal Obligation for Assessments. Except as may be specifically set forth elsewhere in this Declaration, each Lot is required to pay assessments, both regular and special, to the Association in accordance with this Declaration and the Umbrella Declaration. Declarant, for each Lot within the Subdivision, hereby covenants, and each Owner of any such Lot by acceptance of a deed therefor shall be deemed to covenant, and agrees to pay assessments to the Association to be fixed, established, and collected from time to time in accordance with this Declaration, the Umbrella Declaration, and any applicable rules of the Association. All such assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against

which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the obligation accrued, and against whom all remedies at law and equity shall remain available to the Association, notwithstanding whether or not such person or entity still owns such Lot. Notwithstanding anything in this Declaration to the contrary, assessments shall not be imposed on any of the Common Properties.

4.2 When Assessments Shall Commence. The commencement schedule for Lots to become subject to assessments due unto the Association shall be as follows:

4.2.1 Commencement—Lots Conveyed to Master Builders. Conveyances of any Lot(s) from Declarant (or its successors or assigns) unto Master Builders, or by and among Master Builders and their affiliated entities, shall not trigger the imposition of assessments due unto the Association. Rather, assessments for Lots which have been conveyed to Master Builders or their affiliated entities shall commence on the earlier to occur of the following: (i) the date any such Lot is conveyed by Master Builders unto an unaffiliated third-party; or, (ii) the date a Dwelling upon any such Lot is occupied for residential purposes.

4.2.2 Commencement—All Other Lots. Assessments for all other Lots (those which are not conveyed unto Master Builders) shall commence on the earlier to occur of the following: (i) the date any such Lot is conveyed by Declarant unto any person or entity other than Master Builders; or, (ii) the date a Dwelling upon any such Lot is occupied for residential purposes.

Article 5

Common Properties

5.1 Protecting Title to Common Properties. Upon recordation of this Declaration the Association shall have a vested equitable interest in and to the Common Properties. Accordingly, after this Declaration is recorded, but prior to conveyance of the Common Properties unto the Association as provided for in this article, the Declarant shall not convey, grant any lien, security interest, easement, right of way, or any other encumbrance respecting the Common Properties, or any portion thereof, unless such is joined, or previously consented to in writing, by the Association. Any conveyance, lien, security interest, easement, right of way, or any other encumbrance respecting the Common Properties which is granted in violation of this section shall be void from inception.

5.2 Maintenance of Common Properties. The Declarant shall be solely responsible for the maintenance of all Common Properties within the Subdivision until: (i) the Turnover Conditions set forth in this article have been met; and, (ii) the Common Properties have been conveyed by deed unto the Association as set forth in this article; *provided*, however, that immediately following the conveyance of any Lot to a Master Builder (the "Builder Maintenance Event"), the Master Builders, and not Declarant, shall be solely responsible for the maintenance of all Common Properties within the Subdivision until such time as the Turnover Conditions have been met. Upon accepting a deed conveying the Common Properties, the Association shall thereafter be solely responsible for the maintenance of all Common Properties within the Subdivision.

5.3 Turnover Conditions. The steps set forth in this section shall be known as the "Turnover Conditions," the completion of which shall mean that all Turnover Conditions have been satisfied. Declarant (or any of the Master Builders, following the occurrence of the Builder

Maintenance Event) shall give written notice unto the Association once the Owners of greater than 50% of the Lots in the Subdivision are required to pay assessments to the Association pursuant to the section in this Declaration dealing with "When Assessments Shall Commence." Within thirty (30) days of receiving such written notice, the Association shall inspect the Common Properties within the Subdivision to determine their state of repair and maintenance. If deemed necessary, the Association shall thereupon send a punch list of items to be repaired or corrected by Declarant, which must thereafter be repaired or corrected at Declarant's sole cost and expense within ninety (90) days of receiving such punch list from the Association; *provided*, however, that if the Builder Maintenance Event has occurred, then such punch list shall be sent to the Master Builders and shall be repaired or corrected by the Master Builders, not Declarant. Within thirty (30) days after Declarant (or the Master Builders, as the case may be) has repaired or corrected the items on such punch list to the reasonable satisfaction of the Association, the Association shall notify Declarant and Master Builders in writing that: (i) the Association approves of the condition of the Common Properties; and, (ii) the Association will accept a warranty deed, as grantee, conveying the Common Properties unto the Association.

5.4 Conveying Title to Common Properties. Within a reasonable period of time, not exceeding thirty (30) days, after the Turnover Conditions set forth in this article have been satisfied, the Declarant shall convey, and the Association shall accept, title to the Common Properties by warranty deed unto the Association in fee, free and clear of all liens and encumbrances other than: (i) those appearing on the Plat; (ii) those appearing in this Declaration; (iii) those which were filed of record in the office of the County Clerk of Bexar County, Texas prior to the recordation of this Declaration; and, (iv) those which the Association joined in or previously consented to in writing.

5.5 Country Club Not Part of Common Properties. The Common Properties do not include The Dominion Country Club and Golf Course, which is a separate, privately owned, property.

Article 6

Easements

6.1 Maintaining Easements. All easements upon a Lot, if any, shall be continuously maintained by the Owner of such Lot.

6.2 Utility Easements. Easements for providing utilities within the Subdivision are reserved as shown on the Plat and/or as provided by other instruments filed of record. Within such easements no structure, Improvement, planting, or other material shall be placed or permitted to remain without prior approval of the ACC, and then only if such will not damage or interfere with the installation, inspection, maintenance, repair, or replacement of utilities.

6.3 Drainage Easements upon Lots. Easements for water drainage within the Subdivision are reserved as shown on the Plat and/or as provided by instruments of record. Each Owner of a Lot across which the water drainage easement(s), if any, created by the Plat or otherwise provided by instruments of record, grants unto Declarant, the Association, and unto each other Owner an easement in each portion of such Owner's Lot that consists of the water drainage easement, for the purpose of water drainage for the benefit of the Subdivision and each Owner's Lot. No activity may be performed upon any Lot: (i) which would alter, divert, or change the course or direction of water flow through drainage channels in such easements; or, (ii) which would increase, accelerate, or impede the natural flow of water over and across such easements. Specific examples of prohibitions include, without limitation: (i) altering the existing configuration or natural vegetation in a drainage easement in a

manner that modifies the original character and flow over such easement; (ii) filling, excavating, or terracing a drainage easement; (iii) removing trees or other vegetation from a drainage easement; (iv) constructing, erecting, or installing a fence or other structure of any kind within or upon a drainage easement unless such fence or other structure contains openings incorporated therein to accommodate the natural flow of water over the easement; (v) storing items, whether temporarily or permanently, within or upon a drainage easement; or, (vi) permitting the accumulation of trash, garbage, leaves, limbs or other debris, whether temporarily or permanently, within or upon a drainage easement. For the benefit of the Association and for the sole purpose of conducting inspections, Declarant hereby grants unto the Association a perpetual non-exclusive access easement coincident with the boundaries of each such drainage easement within the Subdivision that is shown on the Plat, or that is provided by instruments of record.

6.4 Global Subdivision Drainage Easement. For the purpose of accommodating the drainage of surface water within the Subdivision, Declarant hereby grants each Owner and the Association a perpetual water drainage easement upon and across Lot 17, Block 44, NCB 16385, for the benefit of the Association and each Owner of a Lot within the Subdivision.

6.5 Stormwater Filtration Structure Easement. Declarant hereby grants to the Association, for the benefit of the Association and the Common Properties, a perpetual non-exclusive access easement upon, across, and beneath Lot 17, Block 44, NCB 16385 for the purpose of inspecting, maintaining, repairing, and/or replacing the stormwater filtration structure, sometimes known as a permanent BMP, or "Jellyfish," which is located (or will be located) upon and/or beneath the surface of Lot 17, Block 44, NCB 16385. No structure, Improvement, planting, or other material shall be erected, placed, or permitted to remain within such easement without the prior written approval of the ACC, and then only if such will not damage or interfere with the purpose of such easement. The horizontal scope of the foregoing easement shall not exceed the actual dimensions of the permanent BMP or Jellyfish once the same has been constructed and approved for operation by all applicable authorities, plus those areas across Lot 17 as may be reasonably required for ingress and egress to the permanent BMP or Jellyfish for the purposes contained in this section 6.5. Further, for so long as the Declarant is the record Owner of any portion of Lot 17, Block 44, NCB 16385, the Declarant may unilaterally amend, in writing, the easement granted by this section 6.5 to redefine the scope of such easement unto a metes and bounds description (a "**Clarifying Amendment**"); provided, that such Clarifying Amendment is consented to, in writing and in advance, by the Association and Master Builders (such consent not to be unreasonably withheld). If there has been no Clarifying Amendment at the time that the Declarant is not the record Owner of any portion of Lot 17, Block 44, NCB 16385, then any Owner of any portion of Lot 17, Block 44, NCB 16385 may request a Clarifying Amendment by submitting such request to the Association and the Master Builders with a metes and bounds description of the easement granted by this section 6.5. Upon review and approval of such Clarifying Amendment by both the Association and the Master Builders, the Association may unilaterally record such Clarifying Amendment. Notwithstanding anything set forth in this section 6.5, the consent of Master Builders to a Clarifying Amendment shall not be required if no Master Builder is the record owner of at least one Lot within the Subdivision at the time of such Clarifying Amendment.

6.6 Temporary Construction Easements. Each Owner grants unto each adjacent Lot Owner a non-exclusive temporary five foot (5') wide access easement ("TAE") into such Owner's Lot, for the benefit of each such Owner and for the purpose of constructing a Dwelling upon their respectively owned Lots. Such TAE shall exist during all phases of Dwelling construction and shall expire upon the earlier to occur of: (i) thirty (30) days after a certificate of occupancy has been issued by the ACC

for the new Dwelling; or, (ii) the date that the new Dwelling is first occupied as a residence. Nevertheless, an Owner shall not permit damage, destruction, or demolition to any Dwelling, building, or other permanent Improvement (such as swimming pools, fixed patios and decks, pavement and concrete, etc.) located on the servient side of the TAE. Owners benefitting from the use of a TAE shall be obligated to: (i) replace all plantings and landscaping which is damaged during use of this TAE; and, (ii) repair all other damage, including damage to structures, which occurs during use of this TAE. The Owner(s) of a Lot on the servient side of a TAE shall have a strict liability cause of action, for the full replacement value of damages caused, against the Owner(s) whose dominant use of the TAE caused the damage.

6.7 Zero Lot Line Access Easements. As shown on the Plat, zero lot lines have been established for certain Lots within the Subdivision. Each Owner of a Lot that is immediately adjacent to a zero lot line grants to each other Owner sharing the same zero lot line a perpetual five foot (5') wide zero lot line access easement ("ZLLE"), which shall extend for the entire depth of each such Lot, for the benefit of the Owners of such Lots and for the purpose of inspection, repair, and maintenance of Dwellings and other Improvements. Owners benefitting from the use of a ZLLE shall be obligated to: (i) repair or replace any fencing, plantings, and other landscaping within the ZLLE which is damaged during use of such ZLLE; and, (ii) repair any Improvements outside the ZLLE which are damaged during use of such ZLLE. Landscaping plans should consider the existence of each ZLLE.

6.8 Lot Maintenance Default Easements. The Association may enter upon any Lot as reasonably necessary to inspect and/or enforce the Lot maintenance obligations set forth in this Declaration, the Umbrella Declaration, the Community Manual, or in any rule or regulation of the Association which may be established from time to time. Before entering upon any Lot pursuant to its right provided herein, the Association shall first attempt to schedule a mutually agreeable date and time for the entry with the Owner of such Lot. If an agreement as to date and time is not reached, then the Association (acting through its agents or representatives) may enter such Lot after having given at least five (5) days' advance written notice of its intent to enter unto the Owner of such Lot. The requirement to provide advance written notice shall be waived in cases where an emergency or exigent circumstance exists making such advance notice impractical; *provided*, however, that written notice disclosing any such entry due to emergency or exigent circumstance must be provided to the Owner of such Lot as soon thereafter as is practicable.

6.9 Reciprocal Access Easements. Declarant grants to each Owner and each Owner's permittees an easement on all roadways on the Common Properties, as the same are depicted on the Plat, for ingress to and egress from the Lots by vehicular and pedestrian traffic. Further, Declarant and each Owner agrees that, except as depicted on the Plat or as allowed by the following sentence, no barrier, fence, curb, wall, ditch, barricade, grade change, or other structure or obstacle shall be erected that would unreasonably interfere with, impede, slow, or in any way prevent the free flow of vehicular or pedestrian traffic between those portions of the Subdivision devoted to vehicular roadways or pedestrian access. However, Declarant (and the Association, following turnover of the Common Properties as set forth elsewhere in this Declaration) may temporarily close, fence off portions of, or block traffic on the Common Properties as reasonably required for the purpose of repair, construction, or reconstruction, if, prior to closing off any portion of the Common Properties, the Declarant (or Association, as applicable) gives at least fifteen (15) days' prior written notice to each other Owner of its intention to do so and coordinates the temporary closing with the other Owners so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

6.10 Easement upon Lot 35, Block 44, NCB 16385. Declarant hereby grants unto the Association, for the benefit of the Association and the Common Properties, a perpetual access easement upon and across Lot 35, Block 44, NCB 16385 ("***Lot 35***") for the purpose of inspecting, maintaining, repairing, and/or replacing any portion of the wall which separates Lot 35 from Brenthurst Lane. Within this easement, no structure, planting, or other material shall be placed or permitted to remain without the prior written approval of the ACC. As a condition precedent to securing such approval of the ACC no structure, planting, or other material shall be placed or permitted to remain which may interfere with the inspection, maintenance, repair, and/or replacing of any portion of the Brenthurst Lane wall. Before entering upon Lot 35 pursuant to its rights provided herein, the Association shall first attempt to schedule a mutually agreeable date and time for the entry with the Owner of Lot 35. If an agreement as to date and time is not reached, then the Association (acting through its agents or representatives) may enter Lot 35 after having given at least five (5) days' advance written notice of its intent to enter unto the Owner of Lot 35. The requirement to provide advance written notice shall be waived in cases where an emergency or exigent circumstance exists making such advance notice impractical; provided, however, that written notice disclosing any such entry due to emergency or exigent circumstance must be provided to the Owner of Lot 35 as soon thereafter as is practicable. The Owner(s) of Lot 35 shall be responsible, at such Owner's sole expense, (a) for the landscaping and irrigation of any strip of land between the boundary of Lot 35 and the Brenthurst Lane wall; and (b) to reimburse the Association on demand for the cost of any repairs to the Brenthurst Lane wall which is damaged by the Owner, their family members, guests, tenants, agents, representatives or servants. The Association shall be responsible for all expenses of repairing or replacing any plantings or structures located within the easement area and damaged during any inspection, maintenance, repair or replacement of the Brenthurst Lane wall.

6.11 Binding Effect. Any grant of an easement by an Owner or by the Declarant shall bind that Owner or the Declarant as well as each of their respective successors and assigns. Any grant of an easement to an Owner shall benefit and include that Owner and the Owner's successors and assigns. All easements granted in this article shall be easements appurtenant rather than easements in gross. If the Declarant or an Owner transfers or conveys a portion of its Lot or of the Common Properties, then those easements granted in this article that benefit, bind, and burden the remainder of the Lot or the Common Properties not transferred or conveyed shall benefit, bind, and burden the portion of the Lot or Common Properties that was transferred or conveyed, and those easements granted in this article that benefit, bind, and burden the portion of the Lot or Common Properties that was transferred or conveyed, shall benefit, bind, and burden the remainder of the Lot or Common Properties not transferred or conveyed.

Article 7

Protective Covenants

7.1 Dwellings to be Different in Appearance. The front elevation (including flipped or reversed), landscape design, and roof design (excluding the pitch thereof) of all Dwellings must be different in appearance from the front elevations of the Dwellings: (i) on adjacent Lots, and the Lots next to such adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling); and, (iii) on Lots diagonally across the street (facing front of the Dwelling).

7.2 Size of Dwellings—Generally. The minimum square footage of each Dwelling is set forth below. However, such minimum square footages as set forth below shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature which are typically not air conditioned.

7.2.1 Size of Dwellings (Single-Family). The total floor area of any Dwelling (Single-Family) shall be not less than one thousand seven hundred contiguous square feet (1,700 sq. ft.), if one-story, and two thousand square feet (2,000 sq. ft.) if more than one-story.

7.2.2 Size of Dwellings (Duplex). The total floor area of any Dwelling (Duplex) shall be not less than three thousand four hundred contiguous square feet (3,400 sq. ft.) for the entire building; *provided*, however, that each separate residential unit shall be not less than one thousand seven hundred contiguous square feet (1,700 sq. ft.).

7.3 Dwelling Height Limitations. No Dwelling, or other building or structure upon a Lot, shall exceed either: (i) two (2) stories above street level; or, (ii) thirty-five feet (35') in height, as measured from the top of the foundation to the upper ridgeline of the roof.

7.4 Roofs. Composition roofs and wood roofs are both prohibited within the Subdivision. All visible roofing materials for Dwellings, garages, and outbuildings within the Subdivision shall be: (i) of a color blend that creates a harmonious architectural effect within the Subdivision; and, (ii) constructed of concrete tile, clay tile, metal, or slate. Prior to installation, all visible roofing materials must be approved by the ACC regarding the quality, color, and compatibility within the Subdivision. Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the street. Roof pitch must be sufficient to prevent the pooling of rainwater thereon.

7.5 Guttering. All Dwellings shall have rain gutters, the type and color of which must be approved by the ACC prior to installation. Gutters shall have downspouts situated in a way that minimizes adverse drainage consequences for adjoining Lots. All gutters shall be maintained in functioning order, and free of excessive debris.

7.6 Garages. A garage able to accommodate at least two (2) automobiles shall be constructed and maintained for: (i) each Dwelling (Single-Family); and, (ii) each separate residential unit which is part of a Dwelling (Duplex). The front face of each garage door may be no closer than seventeen feet (17') to the property line which the garage door faces. Golf carts may only be stored in a garage if the garage is of sufficient size to allow the storage of two automobiles in addition to the golf cart. All garage doors shall be equipped with automatic, electric, door openers which are capable of operation by remote control. Interior walls of all garages must be finished (i.e., taped, bedded and painted as a minimum). No garage may be used or enclosed for living purposes, but must instead be maintained for storage of automobiles, other vehicles, and their related purposes. Exterior garage doors may be opened as needed; *however*, they shall generally be kept in a closed position.

7.7 Outbuilding Requirements. No portable storage buildings may be maintained on any Lot. Every outbuilding (inclusive of such structures as a storage building, servants' quarters, greenhouse or children's playhouse) shall be: (i) permanent in design; and, (ii) compatible with the Dwelling to which it is appurtenant, in terms of its design and material composition. All outbuildings must be approved in writing by the ACC prior to construction thereof.

7.8 Walls and Fences. All walls and fences upon a Lot must be approved in writing by the ACC prior to construction thereof. The term "masonry" as used in this section and its component subsections includes stucco, ceramic tile, clay, brick, rock, concrete, and all other materials commonly referred to as masonry within the San Antonio, Texas building community, and shall also include the use of masonry veneer. In considering requests for a variance from these wall and fence requirements, the ACC may consider materials it deems compatible with the main Dwelling and the rest of the Subdivision, and may take into account desires to accommodate a unique or advanced building concept, design, or material, or to comply with historical authenticity standards of period architecture.

7.8.1 Walls of Dwellings—Composition. The exterior walls of the main Dwelling constructed on any Lot(s) shall be at least seventy-five percent (75%) masonry, exclusive of door openings, window openings, and other similar openings.

7.8.2 Other Walls—Composition. Walls of structures within the Subdivision, other than the walls of Dwellings, shall be composed of: (i) all masonry; (ii) all wrought iron; or, (iii) any combination of masonry and wrought iron.

7.8.3 Fences—Composition. All fences within the Subdivision shall be composed of all masonry, all wrought iron, or, any combination of masonry and wrought iron. Without limitation, the following fencing materials are expressly prohibited from use within the Subdivision: (i) wood; (ii) chain link; (iii) barbed wire; (iv) hog wire; (v) chicken wire; and, (vi) electric wire.

7.8.4 Walls and Fences—Where Located. No wall or fence shall be built or maintained forward of the front wall line of the main Dwelling, except for ACC approved retaining walls, courtyard walls, decorative walls, or fences which are part of the architectural design of the main Dwelling.

7.8.5 Walls and Fences—Height Limitations. No wall or fence (excluding the walls of Dwellings) may exceed six feet (6') in height, as measured from the finished grade.

7.8.6 Construction Retaining Walls and Fences. Temporary walls and fences designed to prevent construction material and debris from encroaching upon a neighboring Lot may be erected and maintained only during periods of active construction upon such Lot.

7.9 Gates. All gates shall be solid wood door-type, or wrought iron, consistent with the architecture of the structures situated elsewhere on the Lot.

7.10 Paved Surfaces.

7.10.1 Driveways. Driveways must be surfaced with concrete, brick, stone, or other similar hard surfaced material, which may be pervious. If concrete, the driveway surface must be: (i) a pebble finish; (ii) a Bomanite-type textural finish; (iii) an exposed aggregate finish; (iv) a uniformly colored or stained salt finish texture; or, (v) a uniformly colored or stained finish which has been stamped with a pattern or texture. Concrete driveways with a smooth finish are prohibited.

7.10.2 Other Paved Surfaces. If visible from any street in the Subdivision, all paved surfaces other than driveways, including, without limitation, patios, porches, pool decks, stoops, stairs, steps, and walkways must be: (i) a Bomanite-type textural finish; (ii) an exposed aggregate finish; (iii) a uniformly colored or stained salt finish texture; or, (iv) a uniformly colored or stained finish which has been stamped with a pattern or texture.

7.10.3 Sidewalks. No sidewalks shall be permitted in the Subdivision.

7.11 Setback Lines. All Dwellings, buildings, and other roofed structures, permanent or temporary, habitable or not habitable, must be constructed, placed, and maintained in conformity with all easements set forth herein or filed of record, and in conformity with the setback provisions set forth herein, and in no event may such be constructed, placed, or maintained nearer to the Lot property line than the prescribed distance. For purposes of this covenant, 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. The following minimum setbacks are hereby established within the Subdivision:

7.11.1 Street-Facing Setbacks. Except as may be specifically set forth elsewhere herein, each Lot within the Subdivision shall maintain a minimum setback of fifteen feet (15') from all property lines which are adjacent to a street; *provided*, however, that if a Lot has more than one property line adjacent to a street, then a minimum setback of ten feet (10') shall be maintained from the property line with the least street frontage.

7.11.2 Side Setbacks. Except as may be specifically set forth elsewhere herein, each Lot within the Subdivision shall maintain a minimum setback of five feet (5') from all side-facing property lines.

7.11.3 Rear Setbacks. Except as may be specifically set forth elsewhere herein, each Lot within the Subdivision shall maintain a minimum setback of five feet (5') from all rear-facing property lines.

7.11.4 Setback Exception—Zero Lot Lines. Notwithstanding any other setback provisions in this article to the contrary, a minimum setback of zero feet (0') shall apply from each property line which has been designated as a zero lot line upon the Plat.

7.11.5 Setback Exception—Dwellings (Duplex). Notwithstanding any other setback provisions in this article to the contrary, no minimum setbacks shall apply to the shared common Lot line which separates the two adjacent Lots across which a Dwelling (Duplex) structure is situated (or is being constructed).

7.11.6 ACC Authority Regarding Setback Disputes. In addition to the authority to grant variances from setbacks, as set forth in the section herein dealing with ACC Variances, the ACC shall also have the authority to resolve disputes among any persons or entities regarding setbacks within the Subdivision.

7.12 Eliminating Visual Obstructions. In this section the term "Proscribed Area" shall mean anywhere within the triangular areas formed by street property lines and a line connecting them at points ten feet (10') from the intersection of the street lines (or in the case of a rounded property

corner, from the intersection of the street line extended). No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain within the Proscribed Area. Trees within the Proscribed Area are exempt from the proscriptions of this section; *provided*, however, that such trees' foliage is trimmed to a degree sufficient to prevent obstruction of sight lines at elevations between two and six feet above roadways.

7.13 Signs. Except as permitted herein, no signs of any kind shall be displayed to the public view on any Lot including, but not limited to, signs which advertise any Lot or Dwelling for sale or lease; *provided*, however, that the following signs shall be permitted: (i) those signs which comply with the Association's rules and regulations related to signage, as amended from time to time; and/or, (ii) those signs which have been previously approved in writing by the ACC. Additionally, the ACC may establish separate signage regulations to apply during construction of a Dwelling and after a Dwelling has first been occupied for residential purposes. Subject to the approval of the ACC, which shall not be unreasonably withheld, Master Builders shall be permitted to advertise upon Lots during Subdivision development, sales, and construction.

7.14 Lot Maintenance.

7.14.1 Regular Maintenance Required. Dwellings, structures, and other Improvements shall be regularly maintained and promptly repaired. Each Lot shall at all times be kept sanitary, healthful, attractive, and in a safe condition. The accumulation upon any Lot of garbage, trash, or rubbish of any kind is prohibited. All flora and vegetation upon each Lot shall at all times be kept alive, neatly maintained, without weed infestation or overgrowth. Any dead flora or vegetation shall be promptly removed and replaced, when practical to do so. Without affecting the duty of Owners to keep their Lots neatly maintained at all times as needed, the Association has the authority to prescribe the minimum frequency at which watering, mowing, trimming, pruning, or other maintenance of flora and vegetation upon Lots must occur.

7.14.2 Defaulting on Maintenance Obligations. An Owner or occupant of any Lot shall be in default if they fail to observe or comply with the maintenance obligations set forth in this Declaration, the Umbrella Declaration, or in any rule or regulation of the Association which may be established from time to time. In the event of such default, and without obligation on their part to do so, the Declarant, Master Builders, or the Association may specifically enforce such maintenance obligations, when and as often as deemed necessary, and in so doing they may: (i) maintain or repair any Dwelling, structure or other Improvement upon any Lot; (ii) have any flora or vegetation upon any Lot watered, mowed, trimmed, pruned, or otherwise maintained; (iii) have dead flora or vegetation removed from any Lot; (iv) have any removed flora or vegetation replaced with comparable items; and/or, (v) remove any garbage, trash, or rubbish situated upon any Lot. The Owner of any such Lot shall be obligated to reimburse Declarant, Master Builders, and/or the Association, upon demand, for the cost of any such maintenance performed pursuant to this section.

7.15 Parking and Storage of Vehicles.

7.15.1 Parking on Street. Parking any vehicle or trailer overnight upon any street in the Subdivision is prohibited. Further, vehicles parked in driveways upon Lots may not protrude beyond the Lot property line, into any street.

7.15.2 Commercial Vehicles. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from any street or from any other Lot. This section does not prohibit the parking of such vehicles, temporarily, for the purpose of serving such Lot.

7.15.3 Storage of Vehicles. No trailer, tent, camper, recreational vehicle, boat, jet ski, all-terrain vehicle (ATV), tractor, or any stripped down, wrecked, junked, or inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained within the Subdivision upon any street, or upon any portion of a Lot unless completely enclosed within the Dwelling's garage.

7.15.4 Repair of Vehicles. No repair, dismantling, or assembling of motor vehicles, boats, trailers, all-terrain vehicles (ATVs), or other machinery or equipment shall be permitted upon: (i) any street; or, (ii) any portion of a Lot unless completely enclosed within the Dwelling's garage. This section does not prohibit the temporary and emergency repair of a motor vehicle in order to remove it from a street or to promptly return it to normal operation.

7.15.5 Additional Parking Regulations. The Association may, from time to time, promulgate additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both upon Lots and upon the Common Properties within the Subdivision.

7.16 Nuisances.

7.16.1 Nuisances—Offensive Activity Prohibited. The following are prohibited upon the Common Properties and upon any Lot: (i) affronting or unsightly usage of real property; (ii) noxious or offensive activity; and, (iii) any other activity which is, or may become, an annoyance or nuisance to the neighborhood or its inhabitants. The Association is empowered to define and determine whether an activity is prohibited herein.

7.16.2 Nuisances—Impairment. The following are prohibited upon the Common Properties and upon any Lot: (i) any act or any work that will impair the structural soundness or integrity of a Dwelling or other Improvement belonging to another; (ii) any act or work that will impair any easement or hereditament; and, (iii) any act which, or allowing any condition to exist which, adversely affects a Dwelling belonging to another or the occupants of such Dwelling. No blasting shall be conducted on any Lot without prior written permission of the ACC.

7.16.3 Nuisances—Lighting. Within the Subdivision, compliance is required with the City of San Antonio Dark Sky Lighting Ordinance, as amended, subject to permitted exceptions as granted by the ACC on a case-by-case basis. All lighting, whether interior or exterior, and of any sort or type, shall be installed or maintained upon a Lot in a manner such that the light source is neither offensive nor a nuisance to any other Lot (excepting ACC approved reasonable security or landscape lighting). Upon being given notice by the Association that any lighting is objectionable pursuant to this section, an Owner shall: (i) remove the objectionable lighting source; or, (ii) take all necessary steps to properly shield such lighting in a manner that affords consideration to the Owners or occupants of other Lots disturbed thereby.

7.16.4 Nuisances—Noise. The use of any exterior speaker, horn, whistle, bell, or other sound device is prohibited upon any Lot, except for: (i) security devices, such as entry alarms and intercoms used exclusively for the protection of persons or property upon such Lot; and, (ii) speakers

used for playing music or other audio entertainment content at a volume level which would not offend a reasonable person standing upon an adjacent Lot.

7.17 Garbage and Refuse Disposal; Trash Receptacle Areas. No Lot or Common Properties may be used or maintained as a dumping ground for rubbish or refuse. Trash, garbage and other waste shall at all times be kept in screened receptacle areas, constructed of the same materials as the exterior walls of the Dwelling, with a solid gate, meeting the standards and criteria established by the ACC from time to time. In no event shall any garbage or trash containers be placed upon any Lot within the view of any street or another Lot. No trash, ashes or other refuse may be thrown, dumped or burned upon any vacant Lot, Common Properties, greenbelt, or other area in the Subdivision.

7.18 Animals. No sheep, goats, horses, cattle, swine (including potbellied pigs), fowl, poultry, snakes, lizards, livestock, or other animals of any kind shall be raised, kept, bred, or harbored upon any Lot, or upon any other place within the Subdivision. Notwithstanding the foregoing sentence, dogs, cats, or other common household pets not to exceed a total of two (2) adult animals [which, for the purposes of this section, shall mean an animal which is one (1) year of age or older] may be kept; *provided*, however, that they are not kept, bred, or maintained for any commercial purposes. Pets which are permitted by this section shall at all times (except when they are physically confined within the boundaries of their Owner's Lot) be restrained or controlled by a leash, rope, or similar restraint, or shall be physically confined within a secured carrier, cage, or other container. Any such carrier, cage, or other container, if kept upon a Lot, may not be visible from the street. While within a Dwelling or upon a Lot, animals shall be kept in such a way that any repetitive barking, yelling, squealing, or any other noises made by such animals, are fully contained within such Dwelling or Lot. All solid waste from animals must be promptly disposed of and shall not be permitted to accumulate upon any Lot.

7.19 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in, or under any Lot. Oil wells, derricks, boring equipment, tanks designed to hold fluids, tunnels, mineral excavations, and shafts are prohibited upon any Lot.

7.20 Individual Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted upon any Lot, including, but not limited to, water wells, cesspools and septic tanks. Rainwater collection and storage systems are prohibited upon any Lot, excepting those which: (i) are expressly allowed by law; or, (ii) are in compliance with the Community Manual and have been approved in writing by the ACC.

7.21 Satellites, Antennae, and Solar Panels. Exterior satellite dishes, antennae and solar panels are prohibited upon any Lot, excepting those which: (i) are expressly allowed by law; or, (ii) are in compliance with the Community Manual and have been approved in writing by the ACC.

7.22 Mailboxes. Except for an ACC approved central mailbox facility which Declarant shall construct upon the Common Properties, no mailbox shall be permitted upon any Lot; provided, however, that following the Builder Maintenance Event, the obligation to construct the foregoing ACC approved central mailbox facility shall be the sole obligation of the Master Builders.

7.23 Athletic and Play Facilities. Basketball goals and/or backboards, of either a permanent or temporary nature, are prohibited upon any Lot, except within an enclosed structure which prevents

such from being visible from any street or from another Lot. Further, play equipment, swings, trampolines, volleyball nets, baseball nets, or any other similar sporting equipment, of either a permanent or temporary nature, may not be placed on any Lot where the same would be readily visible from any street or from another Lot.

7.24 House Numbering. Each Dwelling (Single-Family), and each residential unit of a Dwelling (Duplex), must bear a unique street address. Exterior house numbers identifying the address of each Dwelling (or in the case of a duplex, of each residential unit within such duplex) shall be: (i) placed as close as is practicable to the front entry of such Dwelling; (ii) easily readable from the street; and, (iii) illuminated during hours of nighttime and darkness to the degree necessary to be easily readable from the street. Size, color and material of the numbers must be compatible with the design and color of the Dwelling.

7.25 Windows; Window Treatments; Burglar Bars. Windows which are visible from any street must be kept clean, and must further be equipped with interior wood shutters, blinds with a natural tone, or other similarly presentable window treatment. No aluminum foil, tin foil, reflective film, paper, bed linens, or similar treatments, may be placed on, in front of, or behind, windows or glass doors at any time. Except with the prior written approval of the ACC, no bars or obstructions (such as burglar bars) may be placed on the exterior of any Dwelling, including, but not limited to, upon or across windows and doors.

7.26 Burglar and Smoke Alarms. At a minimum, each Dwelling shall, at all times: (i) be equipped with a perimeter (all doors and windows) burglar alarm system capable of being connected to an external monitoring station; (ii) be equipped with smoke alarms as may be required by law; and, (iii) be in compliance with the standards and specifications for burglar and smoke alarm systems which may be promulgated by the Association, from time to time. Before the ACC may issue a certificate of occupancy for a Dwelling, such Dwelling must be in compliance with the requirements of this section.

7.27 Landscaping. Prior to landscaping a Lot, all landscaping plans and specifications for such Lot must be approved in writing by the ACC, which has the authority to impose reasonable landscaping requirements within the Subdivision. Each Lot shall be fully landscaped, in accordance with an ACC approved plan, within ninety (90) days following the earlier to occur of: (i) the date the ACC issues a certificate of occupancy for the new Dwelling upon such Lot; or, (ii) the date the new Dwelling upon such Lot is first occupied as a residence. Excluding driveways from the calculation, no more than ten percent (10%) in area of the yard of any Lot may consist of material other than dirt, vegetation, or mulch (i.e.-rock, gravel, other building materials, etc.).

7.28 Irrigation. All Lots with a Dwelling thereon must have a sprinkler system installed of a type which has been approved by the ACC, and which is also equipped with a pressure type vacuum breaker or a double check valve backflow preventer (as approved by the water provider for such Lot) which is designed to prevent contamination of the domestic water supply for the Subdivision. Further, the landscaping upon each Lot with a Dwelling thereon shall be irrigated in accordance with any irrigation plan as might be approved by the Association, from time to time.

7.29 Tree Protection. Trees on Lots benefit all residents in the Subdivision. Consequently, it is the intent of the Declarant, the Master Builders, and the Association to retain the overall character of tree massing in the Subdivision. To prevent unnecessary damage or death to existing trees within the

Subdivision, Owners, architects, and builders are required to comply with: (i) the tree care and protection rules of the Association, as amended; and, (ii) all applicable laws governing tree protection.

7.30 Firearms, Projectiles, and Weapons. The following are strictly prohibited everywhere within the Subdivision, and upon any adjacent lands owned in whole or in part by Declarant: (i) the discharge of any firearms, BB guns, or pellet guns; (ii) the use of any bow and arrow, crossbow, slingshot, blowgun, launching or catapulting device, or any other device which emits or releases projectiles; (iii) the ignition or detonation of explosive materials; (iv) the ignition or detonation of fireworks; and, (v) the use of any other weapon in a manner which could traverse property lines.

7.31 Construction Trailers. Notwithstanding anything herein which may be to the contrary, Master Builders may place construction trailers within the Subdivision as reasonably needed during construction of Improvements and Dwellings.

7.32 Model Homes. Subject to the approval of the Association, which shall not be unreasonably withheld, a maximum of two model homes at one time shall be allowed in the Subdivision. Owners of model homes shall not permit members of the public to access a model home unless accompanied by the Owner or his designee. Security gate procedures for entry of the public to view model homes in the Subdivision must be pre-approved by the Association.

Article 8

Duty, Liabilities, and Enforcement

8.1 Duty of Owners. Owners shall comply with, and are charged with the duty to ensure that their family members, guests, agents, and representatives each comply with: (i) all covenants and restrictions contained in this Declaration and in the Umbrella Declaration; (ii) the rules contained within the Community Manual; (iii) all other applicable rules and/or regulations of the Association; and, (iv) the successors, amendments, and/or supplements to any or all of the foregoing, if any.

8.2 Liability for Breach of Covenants and/or Restrictions. No person or entity shall be liable for breach of the covenants and/or restrictions in this Declaration except with respect to breaches occurring or committed during its, his, or their ownership or possession of the Lot, or Lots, within the Subdivision which are the subject of such breach.

8.3 No Duty to Enforce. Neither the Declarant, Master Builders, nor the Association shall ever be under any obligation to police, control, or enforce the terms, covenants, and/or restrictions in this Declaration, in the Umbrella Declaration, or in any instrument referenced in this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever for the Declarant, Master Builders, or the Association, including the members, directors, officers, employees, committee members, agents, representatives, successors, assigns, and servants of each of them.

8.4 Enforcement. If any person(s) or entity(ies) bound by this Declaration, including the parties hereto, or any Owner, or any of them, or their heirs, successors, lessees, or assigns shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, the Umbrella Declaration, or the Community Manual, then the Declarant, Master Builders, Association, and/or any Owner, each without requirement of joinder of any other, may prosecute any proceedings at law or in equity against the person(s) or entity(ies) violating or attempting to violate any such covenants, and in so doing may seek to: (i) prevent violations; (ii) obtain remediations of past violations; (iii) recover

damages for violations; and, (iv) recover court costs and reasonable attorney's fees. Declarant reserves for itself and for Master Builders, including all of their successors or assigns, the right to enforce the covenants and restrictions contained in this Declaration, without regard to whether or not all Lots within the Subdivision may have been previously sold or conveyed. Further, if the Association determines that the service of an attorney and/or collection agent are appropriate for use in seeking compliance, but suit is not brought, the Association shall be entitled to recover, from the person(s) or entity(ies) violating this Declaration or the Umbrella Declaration, the reasonable costs of services of any attorney and/or collection agent, relating to the violation. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the Owners of each Lot by accepting the deed, conveyance, or other transfer of title to such Lot.

Article 9

Non-Judicial Foreclosure

9.1 **Right to Bring Action to Enforce Lien.** To secure the payment of assessments and to ensure compliance with the applicable covenants, conditions, restrictions, and easements set forth in this Declaration, and in the Umbrella Declaration, each Owner, by his or her acceptance of a deed to a Lot in the Subdivision, hereby expressly vests in the Association or its agent, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the lien created in the Umbrella Declaration by all methods available for the enforcement of such liens, including non-judicial foreclosure in a like manner as a mortgage or deed of trust lien on real property or judicial foreclosure by an action brought in the name of the Association, and each Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner shall be released from liability for any assessments provided for herein by virtue of non-use of Common Properties, sale of his Lot, or abandonment of his Lot.

9.2 **Attorneys' Fees and Costs.** In addition to any past due assessments, a delinquent Owner of an affected Lot shall be obligated to pay to the Association its actual costs of collection incurred, without regard to whether or not suit is filed, including reasonable attorneys' fees incurred by the Association in connection with enforcing payment of assessments, or in connection with any foreclosure proceeding whether judicial or non-judicial, and such reasonable late charges and collection charges as the Association may from time to time establish, all of which shall also be subject to the liens of the Association.

9.3 **Special Deed of Trust.** Upon acceptance of a deed to a Lot, each Owner conveys such Lot to the Trustee hereinafter named, in trust for so long as this Declaration remains in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to pay assessments when due, fails to perform any of the obligation under this Declaration, or fails to maintain any condition required by, this Declaration, then the Association may perform those obligations, maintain those conditions, advance whatever funds may be required, and shall then be reimbursed by the Owner on demand for any sums so advanced, including attorneys' fees, plus interest on those sums from the dates of payment at the highest legal rate. The sums to be reimbursed shall be secured by this Special Deed of Trust. The Association may bid on any Lot at any foreclosure or other legal sale, and may acquire, hold, lease, mortgage, convey or otherwise deal with the same.

9.4 **Remedies.** If the Owner fails on demand to reimburse the Association for sums advanced or for assessments owed, and such failure continues after the Association gives the Owner

notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the beneficiary of this Special Deed of Trust may: (i) request that the Trustee foreclose upon the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 *et seq.* of the Texas Property Code, or any successor statute thereto; and, (ii) purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed by such Owner to the Association.

9.5 Foreclosure. If requested by the Association to foreclose this lien, the Trustee shall: (i) give notice, either personally or by agent, of the foreclosure sale as required by Section 51.002 *et seq.* of the Texas Property Code then in effect, or any successor statute thereto; and, (ii) sell and convey the Lot to the highest bidder for cash with a general warranty deed binding the Owner, subject to prior liens and to other customary exceptions to conveyance and warranty. From the proceeds of any such sale the Trustee shall pay, in this order: (i) expenses of foreclosure, including a commission to the Trustee of five percent (5%) of the successful bid; (ii) to the Association, the full amount owed and advanced, attorneys' fees, and other charges due and unpaid; (iii) any amounts required by law to be paid before payment to the Owner; and, (iv) to the Owner, any remaining balance.

9.6 Trustee and Successor Trustees. Robert D. Burton, attorney at law, is appointed Trustee for the purpose of enforcing the covenants, conditions, and restrictions imposed by this Declaration, and also for the collection of all authorized assessments. As beneficiary, the Association may, from time to time, and without limitation on the number of times, appoint a Successor Trustee by filing a written notice of such appointment in the office of the County Clerk of Bexar County, Texas. Upon such a filing, the named Successor Trustee shall immediately succeed to all the rights, powers, authorities, and responsibilities of the original Trustee appointed herein. Any reference in this Declaration to the Trustee shall include any Successor Trustee who might subsequently be appointed.

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

9.8 Compliance with Governing Law. It is intended that the provisions of this article comply with Texas law relating to non-judicial sales by power of sale (including section 51.002 *et seq.* of the Texas Property Code, as amended). In the event that any applicable law is amended, thus necessitating an amendment to this article in order to remain compliant, then, the president of the Association, acting without joinder of any other person or entity (including that of any Owner or mortgagee of any Owner), may amend this article by filing an amendment hereto in the office of the County Clerk of Bexar County, Texas. The power of the president of the Association to amend solely this article, as set forth in this section, shall exist notwithstanding any other provisions herein dealing with amendments to this Declaration which may be contrary hereto.

9.9 Superior Lien. Any liens created by this Declaration shall be superior to all other liens and charges against any Lot covered hereby, save and except ad valorem tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record which secures, in either instance, sums borrowed for the purchase, refinancing, or improvement of the Lot in question.

Article 10

Awards and Judgments Become Additional Assessments

In the event arbitration or litigation is necessary to enforce any provision contained within either this Declaration or the Umbrella Declaration, the entirety of any arbitrator's award or judicial judgment which is in favor of the Association shall also constitute an assessment, payable by the Owner(s) of the affected Lot, which shall likewise "run with the land." Failure to pay the additional assessments imposed under this article shall constitute an event giving rise to the remedies provided in the article in this Declaration dealing with Non-Judicial Foreclosure.

Article 11

Civil Liability of the Association

Except as may be required by law, or by the rules or regulations of the Association: **The Association, including each board and committee thereof (such as, without limitation, the ACC, the Development Committee, and the Landscape Committee), and the Association's directors, officers, employees, committee members, agents, representatives, and servants, SHALL NOT be liable unto any person or entity for any claims, causes of action, loss, damage, or injury arising out of the performance of duties under this Declaration, the Umbrella Declaration, the Community Manual, or under the rules and/or regulations of the Association, as may be amended from time to time.**

Article 12

Miscellaneous

12.1 Extension of Privileges. Any privilege or permission granted by this Declaration unto the Association, or unto a committee of the Association, shall also inure unto its or their directors, officers, employees, committee members, agents, representatives, and servants.

12.2 Waiver and Laches. The obligation to abide by the provisions contained in this Declaration shall be of a continuing nature. Each day that a condition exists upon a Lot which is not in compliance with the requirements contained in this Declaration shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, irrevocably waives the affirmative defenses of statute of limitations, waiver, and laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions of this Declaration. Failure of the Declarant, Master Builders, the Association, the ACC, or of any other Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.3 Reservation of Rights—Correcting Scrivener's Errors. As provided for herein, Declarant reserves the right at any time, and from time to time, to amend this Declaration, by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein; *provided*, however, that any such amendment: (i) shall be consistent with, and in furtherance of, the general plan and development scheme set forth in this Declaration; (ii) shall not materially impair or affect a vested property right, or other rights, of any Owner or his mortgagee; and, (iii) shall require the joinder or

written consent of the Association, not to be unreasonably withheld. The Association may waive its joinder by a written, recorded instrument. No other joinder or consent shall be required.

12.4 Amending or Terminating this Declaration. With the written consent, or joinder, of the Association, the Owners of the legal title to at least seventy percent (70%) of the Lots within the Subdivision may amend or terminate this Declaration, and the restrictions and covenants set forth herein, by filing an instrument containing such amendment or termination along with the written consent or joinder of the Association in the office of the County Clerk of Bexar County, Texas; *provided additionally that* such amendment or termination shall also require the joinder or recorded written consent of: (i) Declarant, for so long as Declarant owns any Lot within the Subdivision; and, (ii) Master Builders, for so long as Masters Builders own any Lot within the Subdivision.

12.5 Waiver of Joinder. Whenever joinder of a person or entity is either desirable or required hereunder, such joinder may be waived by a written instrument which is: (i) signed by the person or entity to be charged with such waiver; and, (ii) filed for record in the office of the County Clerk of Bexar County, Texas.

12.6 Headings for Convenience. The titles, headings, and captions used in this Declaration are for convenience only and may not be used in construing this Declaration or any part hereof.

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

12.8 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.

12.9 Invalidation and Severance. The invalidation of any one of the covenants contained herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12.10 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and vice versa, and the necessary grammatical changes required to make provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

12.11 Notices to Owners. Whenever a written notice, request, demand, or other communication unto an Owner is required hereunder, or is otherwise desired, such shall be deemed complete upon the earlier of: (i) when actually received; (ii) when three (3) business days have elapsed after its transmittal by prepaid, U.S. First-Class mail; or, (iii) when two (2) business days have elapsed after its transmittal by commercial next-day courier service. Notices which are sent by U.S. mail or by commercial next-day courier service shall be valid if addressed to the Owner at the physical address for the Lot at issue, unless such Owner has given written notice to the Association of a different mailing address, in which event, such notice shall be sent to the Owner at the address so designated.

12.12 Term of Declaration. The covenants contained in this Declaration are made and adopted to run with the land and shall be binding upon Declarant, its successors and assigns and all persons and entities claiming under them, and all subsequent Owners of Lots located within the Subdivision for a term beginning on the date this Declaration is recorded in the office of the County Clerk of Bexar County, Texas, and continuing through and including January 1, 2049 after which time the covenants contained herein shall be extended automatically for successive periods of ten (10) year periods each, unless and until amended or terminated as provided for herein.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first set forth hereinabove.

DECLARANT:

AGORA ASSETS, LC,
a Texas limited liability company

By: [Signature]
Name: Antonio Brunet
Title: President

ASSOCIATION:

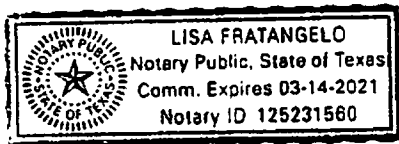
THE DOMINION HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: [Signature]
Name: Rob McDaniel
Title: General Manager

Acknowledgements

STATE OF TEXAS §
COUNTY OF BEXAR §

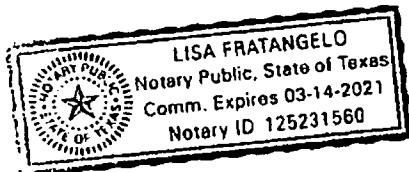
The foregoing Declaration was acknowledged before me, a notary public, on this the 21st day of August, 2019, by **Antonio Brunet**, in his capacity as **President of Agora Assets, LC**, a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

The foregoing Declaration was acknowledged before me, a notary public, on this the 21st day of August, 2019, by **Rob McDaniel**, in his capacity as **General Manager of The Dominion Homeowners Association, Inc.**, a Texas non-profit corporation, on behalf of said entity.



[Signature]
Notary Public in and for the State of Texas

File Information

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

Document Number: 20190166975
Recorded Date: August 23, 2019
Recorded Time: 9:18 AM
Total Pages: 31
Total Fees: \$142.00

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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: 8/23/2019 9:18 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk