

**DECLARATION OF PROTECTIVE COVENANTS
FOR
LUCCHESI ESTATES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

A. Declarant is the owner of Lots 36, 37, 38, 39, 40, and 41 each out of Block 44, NCB 16385, and the Common Properties (as defined below) (Lots 36-41 and the Common Properties to be collectively referred to herein as the "*Property*"), located in the City of San Antonio, Bexar County, Texas as shown on 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 the Plat, Declarant desires to create and carry out a uniform plan for the improvement, development, and sale of the subdivided Lots situated in the Property which shall hereafter be known as "Lucchese Estates."

C. On or around 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 around 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 in the Official Public Records of Bexar County, Texas (the "*Umbrella Declaration*") 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 in 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 of the Official Public Records of Bexar County, Texas (as previously or hereafter amended, the "*Community Manual*").

E. The Property was part of an approximately 47.668 acre tract out of the Moorman Tract ("R/A Dominion Tract") that was encumbered by, that certain Declaration of Protective Covenants (R/A Dominion Tract), recorded 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), recorded 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), recorded 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 outside the boundaries of the main security facilities serving The Dominion PUD ("*Dominion Secured Perimeter*") and locating portions inside the Dominion Secured Perimeter.

G. 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 as Book 18128, Page 559, as Document No. 20160196619 in the Real Property 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 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 be located inside the Dominion Secured Perimeter, and (iii) there would be a reduction of assessments due to the Association for the portions of the R/A Dominion Tract located outside the Dominion Secured Perimeter.

H. Under the Amended and Restated R/A Dominion Declaration, all of the Property was included within the description of the Residential Tract to be located inside the Dominion Secured Perimeter.

I. By this Declaration, Declarant and the Association have agreed that the entire Property is confirmed to be within the Residential Tract (as defined in the Amended and Restated R/A Dominion Declaration) and located inside the Dominion Secured Perimeter and 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.

Now, Therefore, in consideration of the above premises, and for the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Declarant and the Association as follows:

**ARTICLE I
DECLARATION AND DEFINITIONS**

1.1 **Declaration.** The Property shall hereafter be known as "Lucchese Estates". Each tract of land within the Property shall be held, sold, conveyed and occupied subject to the following restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1.2 **Definitions.** The terms in this Section 1.2 shall have the following meanings when used in this Declaration. All capitalized terms used in this Declaration and defined in other provisions of this Declaration shall have the meanings assigned to such terms in this Declaration.

1.2.1 "***ACC***" shall mean the Architectural Control Committee of the Association.

1.2.2 "***Boulder Barrier***" shall mean the wall of un-mortared boulders which runs along one or more of the Lots and is adjacent to Lot 901, Block 44, NCB 16385.

1.2.3 "***Common Properties***" shall mean the land and properties to be owned and maintained by the Declarant, until conveyed to the Association pursuant to Article III herein, for the common use and enjoyment of the Association's members. The Common Properties are identified as (a) that portion of Lot 999, Block 44, NCB 16385 labeled as Loma View on Sheet Three of the Plat, (b) that portion of Lot 901, Block 44, NCB 16385 labeled as Marazzi Lane on Sheet Three of the Plat, and (c) that portion of Lot 902, Block 44, NCB 16385 abutting (i) Lot 36, Block 44, NCB 16385, and (ii) the Common Property tract identified in subsection (b) of this definition.

1.2.4 "***Development Committee***" shall mean the Development Committee of the Association.

1.2.5 "***Dwelling***" shall mean a single-family residence constructed on a Lot within the Property.

1.2.6 "***Improvements***" shall have the meaning set forth in the Umbrella Declaration.

1.2.7 *“Lot”* shall mean any lot, plot, parcel, or tract of land within the Property as shown on the Plat, with the exception of the Common Properties.

1.2.8 *“Owner”* shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated on the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Declarant shall be an Owner for so long as Declarant owns at least one Lot.

ARTICLE II RESTRICTIONS

2.1 Permitted Land Use. All Lots on the Property shall be used for single-family residential purposes only. One Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility, storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Improvements on adjacent Lots unless such adjacent Lots are combined pursuant to Article XXXIII herein.

2.2 Prohibited Land Uses. No Owner shall occupy or use their Lot or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, their family, guests, tenants, and servants. In no event shall an Owner use his or her Lot for the operation of a business.

2.3 Building Material. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence construction of Improvements; and then, the material shall be placed within the property lines of the Lot upon which the Improvements are erected and shall not be placed on the street or between the curb and property line. Once construction is commenced, it shall be diligently pursued to completion.

2.4 Removal from the Amended and Restated R/A Dominion Declaration. As permitted by Article II of the Amended and Restated R/A Dominion Declaration, Declarant and the Association hereby agree that, from and after the date hereof, the Property is removed from the terms and provisions of the Amended and Restated R/A Dominion Declaration and no longer encumbered by the Amended and Restated R/A Dominion Declaration.

2.5 Subject to the Umbrella Declaration. 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, in the Official Public Records of Bexar County, Texas, the Property is subject to all of the terms and provisions of the Umbrella Declaration. The Umbrella Declaration governs the use of the Lots and Improvements constructed thereon. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained therein. Each Lot is required to pay assessments to the Association in accordance with the Umbrella Declaration.

2.6 Dominion Secured Perimeter. It is hereby acknowledged and agreed that the Property will be located inside the Dominion Secured Perimeter.

2.7 Architectural Control. No Improvements may be erected, placed, installed, modified or replaced on any Lot in the Property without first complying with the ACC requirements set forth herein or in the Umbrella Declaration and/or 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 be approved by the ACC according to their customary approval requirements and process, and to be in compliance with all rules and regulations set forth by the Board of Directors of the Association.

2.8 Rentals. Any rental of any home or improved Lot in the Property must be for a minimum initial term of at least six (6) months, unless otherwise approved by the Board of Directors; and no portion of a Lot (other than the entire Lot) may be rented. All leases shall comply with any rental requirements and/or policies set forth in the Community Manual.

ARTICLE III COMMON PROPERTIES

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

3.2 Maintenance of the Common Properties. Maintenance of all Common Properties on the Property will be the sole responsibility of Declarant until such time as the following conditions (the "*Turnover Conditions*") have been met, at which time the Association shall assume maintenance of the Common Properties:

3.2.1 In excess of fifty percent (50%) of the Owners of Lots are required to pay maintenance assessments to the Association; and

3.2.2 The Association has verified the condition of the Common Properties as provided hereafter.

3.3 Turnover Conditions. Declarant shall send written notice to the Association when the Turnover Conditions have occurred. A representative of the Association will inspect the Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from Declarant. The Association shall send a punch list of items to be repaired or replaced by Declarant, at Declarant's sole cost and expense, prior to the acceptance

of maintenance responsibility by the Association. Declarant shall correct the items on the punch list, at Declarant's sole cost and expense, within ninety (90) days of receiving the punch list from the Association. After Declarant corrects the items on the punch list to the reasonable satisfaction of the Association, then the Association will issue a letter accepting maintenance responsibility for the Common Properties and Declarant shall convey such Common Properties to the Association. Until all Turnover Conditions above have been met, the Association shall have absolutely no responsibility for the maintenance, upkeep, or repair of the Common Properties. Thereafter, the Association shall be responsible for the maintenance, upkeep, and repair of such Common Properties. Until the Turnover Conditions are satisfied, Declarant, at its sole cost and expense shall maintain the Common Properties in a safe, sightly, good, and functional condition and consistent with other property owned and maintained by the Association including, but not limited to, mowing the grass on the same intervals (not to exceed one time per week) as the Association.

ARTICLE IV ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Subject to Section 4.2 of this Declaration, Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any such Lot by acceptance of a deed therefor shall be deemed to covenant and agree to pay assessments to the Association to be fixed, established, and collected from time to time in accordance with the Umbrella Declaration. All such assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the person which was the Owner of such Lot at the time the obligation accrued.

4.2 Date of Commencement of Assessments. The assessments for a Lot in the Property provided for herein shall commence on the earlier to occur of the date: (i) of sale of such Lot by Declarant to a third party; or (ii) Improvements have been constructed on such Lot and are being occupied and used for residential purposes.

4.3 Exemption from Assessments. No assessments shall be imposed on any of the Common Properties.

ARTICLE V TEMPORARY STRUCTURES

No structure of a temporary character - trailer, tent, shack, garage, barn or other outbuildings - shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved

on any Lot on the Property. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home, manufactured home, modular home, or structure of a similar type known by another name in the future is hereby specifically prohibited as a residence, either temporarily or permanently; and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached.

ARTICLE VI DWELLINGS

6.1 No Dwelling may exceed (i) thirty (30) feet in height as measured from the top of the foundation slab of the Dwelling to the ridge line of the roof of the Dwelling or (ii) two (2) stories above street level.

6.2 The total floor area of the main structure of any Dwelling shall (i) not be less than one thousand seven hundred square feet (1,700 sq. ft.) for one story Dwellings; and (ii) not be less than two thousand two hundred square feet (2,200 sq. ft.) for two story Dwellings. This area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature that are typically not air-conditioned.

6.3 The front elevation (including flipped or reversed) of all Dwellings must be different from the front elevations of the Dwellings (i) on 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).

6.4 The landscape layout, roof design and structural planters for each Dwelling must be different from those of all of the following Dwellings (i) on 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).

6.5 Dwellings not conforming to these requirements must request and obtain a written variance in advance from the ACC, which the ACC at its sole discretion may grant or deny.

6.6 Notwithstanding any of the foregoing criteria, the plans and specifications for all Improvements constructed on a Lot must be approved in writing and in advance by the ACC. Inclusion of the foregoing items on plans and specifications does not guarantee approval by the ACC.

ARTICLE VII OUTBUILDINGS

Every outbuilding, inclusive of such structures as a storage building, servants' quarters,

greenhouse or children's playhouse, shall be compatible with the Dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to the prior written approval of the ACC. No portable storage buildings may be maintained on any of the Lots.

ARTICLE VIII WALLS

8.1 Exterior Walls. All exterior walls of Dwellings shall be constructed with 100% masonry or masonry veneer and shall be restricted to those types and colors of masonry material reasonably approved by the ACC. Masonry or masonry veneer includes stucco, brick, stone, and stone veneer, including cultured stone. Where cultured stone is used without a foundation lug along the bottom course of stone, the resulting projection beyond the face of the foundation must be concealed by landscaping. If cultured stone is used beside garage doors or above other paving surfaces where landscaping is not feasible, it must be brought down to the driveway or paving grade.

8.2 Masonry Accents. Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be approved by the ACC.

8.3 House Identification Number. Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch or front courtyard entry as possible and readily visible from the street. It is intended that the house identification number be readily visible at all times to assist emergency vehicles in locating properties when necessary.

ARTICLE IX WALLS, FENCES AND GATES

9.1 All walls and fences on the Property must be approved by the ACC and shall be of the following composition: all masonry; all wrought iron; any combination of wrought iron and/or masonry; or any other material that, in the opinion of the ACC, is compatible with the style of the main Dwelling.

9.2 No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for courtyard walls as defined herein, decorative walls or fences which are part of the architectural design of the main structure and retaining walls, provided the ACC approves of same in writing.

9.3 No chain-link fences or wooden privacy fences may be built or maintained on any Lot. No wall (including courtyard walls) or fence shall be greater than eight (8) feet in height, unless approved by the ACC.

9.4 All gates shall be solid wood door-type or wrought iron consistent with the architecture of the structures situated on the remainder of the Lot.

9.5 Front courtyard walls are required to be composed of either all masonry or a combination of masonry with wrought iron on the upper portion provided that it is complimentary to the architecture and materials of the Dwelling. Front courtyard walls shall be a minimum of ten (10) feet behind the front property line and a maximum of six (6) feet in height. Notwithstanding the above, the ACC is empowered to grant a variance from the foregoing requirements and otherwise in accordance with the Umbrella Declaration.

ARTICLE X PAVED SURFACES

Paved surfaces (including patios, porches, pool decks, stoops, stairs, steps, walkways and driveways): (a) if visible from any adjacent street, shall be colored or stained salt finish textured concrete of a uniform color with tooled joints or exposed aggregate concrete; and (b) if not visible from any adjacent street, may be stone, brick, tile or colored or stained concrete provided that the material and color is approved by the ACC. Driveways shall be a minimum of eighteen (18) feet in width.

ARTICLE XI SIGNS

No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Dwellings for sale or lease, except as expressly permitted hereunder. The ACC shall permit signage types similar to those previously approved for model homes in the Dominion PUD. Other signage must meet the following established standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and the permitted location on a Lot, which such sign can be used to specifically identify that a particular Lot is for sale or lease. The ACC specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of a Dwelling on Lots, and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Declarant reserves the right (but is not obligated) to install a sign at the entrance of the Property showing names and logos of builders building in the Property. If Declarant decides to install such a sign, the sign must be approved in advance and in writing by the ACC prior to installation.

ARTICLE XII EASEMENTS

12.1 General Easements upon Lots. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and/or as provided by

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

12.2 Easement upon Lot 36.

12.2.1 Declarant hereby grants to the Association, for the benefit of the Association and the Common Properties, a perpetual access easement upon, across, and beneath Lot 36, Block 44, NCB 16385 ("Lot 36") for the purpose of inspecting, maintaining, repairing, and/or replacing any portion of the wall which separates Lot 36 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.

12.2.2 Before entering upon Lot 36 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 36. If an agreement as to date and time is not reached, then the Association (acting through its agents or representatives) may enter Lot 36 after having given at least five (5) days' advance written notice of its intent to enter unto the Owner of Lot 36. 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 36 as soon thereafter as is practicable.

12.2.3 The Owner(s) of Lot 36 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 36 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.

12.2.4 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.

**ARTICLE XIII
SITE DEVELOPMENT REGULATIONS**

Each Dwelling must comply with the following setbacks:

13.1 Front Setback. Dwellings which have front facing garage doors must maintain a minimum setback of twenty (20) feet from the front property line; however, in the event that one of the garage doors is side facing, the front face of the side facing garage may be setback a minimum of seventeen (17) feet from the front property line.

13.2 Side Setback. Dwellings must maintain a minimum setback of seven and one-half (7.5) feet on each side of the Lot.

13.3 Rear Setback. Dwellings must maintain a minimum setback of ten (10) feet from the rear property line.

13.4 Disputes. The ACC, in its sole discretion, will resolve any disputes related to the side, front or rear Lot line.

**ARTICLE XIV
MAILBOXES**

No mailboxes shall be erected and maintained upon any Lot. A central mailbox shall be provided by Declarant and such structure shall have prior approval of the ACC.

**ARTICLE XV
PARKING AND GARAGES**

Each Dwelling shall be provided with a minimum of two and a maximum of four permanent, off-street, garage parking spaces. Three or more car garages shall have no more than two direct load (front facing) garage doors. All front facing garage doors shall be recessed with architectural elements approved by the ACC. The ACC may grant a variance to the maximum number of garage parking spaces in certain situations, including the event any Lots are combined pursuant to Article XXXIII herein. Garage door openers shall be required for all garage doors. Interior walls of all garages must be finished [i.e., taped, floated and painted at a minimum]. A minimum of a two-car garage must be maintained for storage of automobiles and other vehicles and related purposes. Overnight parking on any street is prohibited. Further, vehicles parked in driveways upon Lots may not protrude beyond the Lot property line, into any street. Parking regulations as established by the Association from time to time are

incorporated herein by reference.

**ARTICLE XVI
ROOFS**

All roof materials for Dwellings shall be either concrete barrel tile, clay tile, standing seam metal or flat slate of a color blend that is consistent throughout the Property to create a harmonious architectural effect. Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the adjacent street. Low slope (visually flat) roofs will be allowed, provided the architectural quality is enhanced by incorporating such an element.

**ARTICLE XVII
BURGLAR AND FIRE ALARMS**

Prior to the issuance of a Certificate of Occupancy by the ACC, each Dwelling must contain, as a minimum, a perimeter (all doors and windows) burglar alarm system. Each Dwelling shall be provided with smoke detectors as stipulated in the ordinances and/or building codes adopted by the City of San Antonio at the time the Dwelling is being constructed. The Association may establish from time to time minimum standards and specifications for the burglar and smoke alarm systems and make these specifications available to Owners and builders.

**ARTICLE XVIII
GUTTERING**

Dwellings are required to have rain gutters installed on the side of the Dwelling and said guttering must be maintained in functioning order. Where guttering is to be utilized, the type and color must be submitted in advance and approved in writing by the ACC, with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

**ARTICLE XIX
TREE PROTECTION**

Trees on each Lot will benefit all residents in the Property; and, consequently, it is Declarant's intent to retain the overall character of the tree massing in the Property. To prevent the unnecessary damage or death to existing trees, Declarant, Owners, their architects, and/or builders will be required to comply with the tree care and protection rules that may be promulgated from time to time by the Association. Declarant will not engage in mass clearing of trees on Lots, unless required for (1) compliance with the Plat, (2) compliance with drainage requirements, (3) compliance with TCEQ requirements (4) embankment of locally generated excavation materials, (5) local, city, county, state, federal or other governing entity requirement.

**ARTICLE XX
WINDOW TREATMENTS**

No aluminum foil, reflective film, paper or similar treatment shall be placed on windows or glass doors at any time. If any window treatment is installed on windows visible from the street, it shall be equipped with interior wood shutters, blinds with natural tone, or other presentable window treatment. No bars or obstructions intended for use as burglar bars may be placed on the exterior of a Dwelling, including, but not limited to windows and doors unless approved by the ACC.

**ARTICLE XXI
MODEL HOME**

Model homes are allowed on the Property; provided, however, that any model home constructed on a Lot must be approved in advance and in writing by the Association. If a model home is approved by the Association, the Owner of such Lot will not allow or otherwise permit members of the public to access the model home unless the Owner or its designee is present at the model home. Security procedures for entry of public to model homes on the Property must be approved by the Board of Directors of the Association. Unless a variance is granted by the Association, a maximum of two (2) model homes will be permitted at any one time.

**ARTICLE XXII
MAINTENANCE**

22.1 Lot Maintenance. Grass, weeds, shrubs and all vegetation on each Lot shall be kept mowed and trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot and replaced whenever practical. Lawns must be properly maintained, Improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot. Any excess materials not needed during construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive, and in a safe condition, and the accumulation of garbage, trash or rubbish of any kind therein shall not be permitted.

22.2 Maintenance and Repair of Boulder Barrier. Any portion of the Boulder Barrier located on a Lot shall be promptly repaired and maintained and kept at all times in a safe condition by the Owner of such Lot. Each Owner of a Lot that is adjacent to any portion of the Boulder Barrier that encroaches on any part of Lot 901 shall promptly repair and maintain and keep at all times in a safe condition such encroaching portion of the Boulder Barrier. The Association shall have absolutely no responsibility for the maintenance, upkeep, or repair of any portion of the Boulder Barrier.

22.3 Default. In the event of default on the part of the Owner or occupant of any Lot in observing the requirements of this Article XXII or any other reasonable requirements established from time to time by the Association and published to Owners, as provided herein, then in such event Declarant and/or the Association may specifically enforce these provisions and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed therefrom and replaced with comparable trees, shrubs, and plants, and have the Boulder Barrier repaired and maintained. Declarant and/or the Association may also, at its option, remove any garbage, trash, or rubbish situated on a Lot in violation of this covenant and make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Declarant and/or the Association the cost of any such maintenance or removal or repair upon demand.

ARTICLE XXIII VEHICLES

No trailer, tent, boat, recreational vehicle, all-terrain vehicle (ATV), or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of a Lot readily visible to the street or another Lot, and shall be kept within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot or any of the Common Properties except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily (not to exceed 12 hours) parked for the purpose of serving such Lot.

ARTICLE XXIV NUISANCES

24.1 Offensive Activity. No noxious or offensive activity (at the sole determination and definition of the Association) shall be carried on upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

24.2 Impairment. No Owner shall do any act or any work that will impair the structural soundness or integrity of another Dwelling or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect any other Dwelling or Owners on the Property. No blasting shall be conducted on any Lot.

24.3 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to any neighboring property or does not comply with the City of San Antonio Dark Sky Lighting Ordinance (except reasonable security,

landscape, or tennis court lighting that has approval of the Association and is compliant with the City of San Antonio Dark Sky Lighting Ordinance). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby or remove the same.

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

ARTICLE XXV REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the Association, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes, or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt, or other area on the Property. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling, must be able to house one (1) 96-gallon container, and so designed as to their users and collectors in a manner approved by the Association. Trash enclosure gates shall be wrought iron with solid metal panels to obscure trash and containers from view. Solid gates of other materials may be accepted by the Association if approved in advance and in writing by the Association. No trash enclosures or other screened receptacle areas for trash shall be erected, installed, or placed on any Lot without the prior written approval of the ACC.

ARTICLE XXVI ANIMALS

No sheep, goats, horses, cattle, swine (including potbellied pigs), poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Property, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals (adult animal for the purposes of these covenants is an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a Dwelling or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. It is intended that all animals be primarily contained within a Dwelling and any animal enclosure shall not be readily visible from the street.

**ARTICLE XXVII
OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

**ARTICLE XXVIII
INDIVIDUAL WATER AND SEWAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools, or septic tanks. No rainwater collection and storage systems shall be erected, installed, or placed on any Lot without the prior written approval of the Association.

**ARTICLE XXIX
RADIO OR TV ANTENNA AND SOLAR PANELS**

29.1 Radio and TV Antenna. No radio or television aerial wires, towers, antennae, discs, satellite dishes, microwave receptors, or other special television or cable apparatus or equipment shall be erected, installed, or placed on any Lot without the prior written approval of the Association.

29.2 Solar Panels. All installations of solar panels and other similar apparatus shall comply with the requirements set forth in the Community Manual.

**ARTICLE XXX
CONSTRUCTION TRAILERS**

Declarant may place a construction trailer on the Property for its use during construction of Improvements and homes. In addition, with the advance approval of the Association, builders may place construction trailers on their Lots during construction of homes provided there are no more than a total of three construction trailers placed on the Property at any one time. The only builders that will be allowed to place construction trailers on the Property are those that have committed to purchasing multiple Lots with the intent of an ongoing building program. Construction trailers placed by a builder and approved by the Association will be allowed to remain until such builder no longer owns a Lot on the Property.

**ARTICLE XXXI
ATHLETIC FACILITIES/PLAY STRUCTURES**

Basketball goals and/or backboards, play equipment, swings, trampolines, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot on the Property where same would be readily visible from the street or an adjoining Lot without the prior written consent of the Association. Tennis courts and sports courts shall only be permitted with the prior written approval of the Association. All play structures shall be submitted to the ACC for approval prior to installation.

**ARTICLE XXXII
LANDSCAPING AND IRRIGATION**

Landscaping plans and specifications for each Lot must be submitted to the ACC and approved in writing by the ACC prior to installation. All Lots with Dwellings located thereon must be irrigated by sprinkler systems approved by the Association and in accordance with the irrigation plan approved by the Association. In all such systems, a pressure type vacuum breaker or double check valve backflow preventer, as approved by the water provider for the Property, must be installed to prevent contamination of the domestic water supply for the Property. All such equipment shall comply with all applicable codes, rules and regulations of the City of San Antonio and any other entity entitled by law to establish such codes, rules, and regulations. Any landscaping and irrigation required by the plans and specifications approved by the ACC must be fully installed on a Lot within ninety (90) days from the first occupancy of the Dwelling situated on such Lot in accordance with the landscape plan approved by the ACC. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock material other than vegetation, except for such sidewalks and driveways as have been approved by the ACC. Landscaping and irrigation systems shall be fully installed and operable as per approved final plans for front, rear and side setback areas as well as any private open space areas visible from adjacent streets prior to the issuance of a Certificate of Occupancy. Any areas proposed to be left natural landscaped areas must be specifically approved in writing by the ACC. The ACC shall have the right to impose reasonable landscaping and irrigation requirements consistent with the requirements of this Declaration.

**ARTICLE XXXIII
SUBDIVISION OR COMBINATION OF LOTS**

No further subdivision of platted Lots on the Property shall be permitted. An Owner may, however, combine or integrate adjacent Lots into one Dwelling and landscaped area, provided that such combination is approved in advance in writing by the Association. No more than two (2) adjacent Lots may be combined or integrated. If adjacent Lot(s) are landscaped and made part of one Dwelling, all such Lots joined together will be combined into one Lot and deemed to be one Lot for purposes of voting or any allocation of assessments (regular or special). If

additional Lot(s) owned by an Owner are not adjacent or are left unimproved as separate Lots, such Lots shall be treated for purposes of voting or of any allocation of assessments (regular and special) as separate Lots.

**ARTICLE XXXIV
VISUAL ACCESS AT INTERSECTIONS**

To allow for adequate sight distance at all street and alley intersections within the Property, no structures, walls, or vegetation that could restrict a "visual access corridor", defined herein as an area between two feet and six feet above the ground, shall be permitted. This corridor is defined by a triangle created at a street corner by the intersection of property line projections and points twenty-five feet back from said intersection. Visual access shall also be provided for the driver of a vehicle backing out of an individual Lot onto an adjacent alley in a manner approved by the ACC.

**ARTICLE XXXV
WAIVERS AND LACHES**

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day, in which an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein or in the Umbrella 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, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein or in the Umbrella Declaration. Failure of Declarant, the Association, or any Owner to enforce the terms of this Declaration or of the Umbrella Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE XXXVI
ENFORCEMENT**

If the parties hereto, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained or in the Umbrella Declaration, it shall be lawful for any person or persons owning a Lot situated on the Property, or Declarant, or its assigns, or the Association, without requirement of joinder of the other, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either (1) prevent him or them from so doing, (2) recover damages for such violations, and (3) recover court costs and reasonable attorney's fees. Declarant, for itself, its successors or assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all subdivided Lots on the Property. Neither Declarant nor

the Association shall ever be under any obligation to enforce the terms of this Declaration or the terms of the Umbrella Declaration, and any failure to enforce shall never give rise to any liability whatsoever on the part of Declarant, Declarant's successors or assigns, the Association or its Board of Directors. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained or in the Umbrella Declaration. Further, if the Board of Directors of 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 member 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 owner(s) of any Lot covered hereby by acceptance of conveyance of other transfer of title to such Lot.

ARTICLE XXXVII INVALIDATION

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXXVIII NON-JUDICIAL FORECLOSURE

38.1 Special Deed of Trust. To secure the payment of assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein and in the Umbrella Declaration, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration or the Umbrella Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, the cost of any obligations so performed, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

38.2 Remedies. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the beneficiary of this Special Deed of Trust may:

38.2.1 Request the Trustee appointed herein, or his/her successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; and

38.2.2 Purchase the Lot at any foreclosure sale by offering the highest bid and have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

38.3 **Foreclosure.** If requested by the Association to foreclose this lien, the Trustee shall:

38.3.1 Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; and

38.3.2 Sell and convey the Lot to the highest bidder for cash with a special warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

38.3.3 From the proceeds of the sale, pay, in this order: (i) expenses of foreclosure, including a commission to trustee of 5% of the successful bid; (ii) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid; (iii) any amounts required by law to be paid before payment to the Owner; and (iv) to the Owner any remaining balance.

38.4 **Trustee.** Robert D. Burton, attorney at law, is appointed Trustee for the purpose of enforcing covenants, conditions and restrictions imposed by this Declaration, and also for the collecting of all assessments authorized herein. The Association, as beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

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

38.6 **Compliance.** It is the intent of the provisions of this Article to comply with the provisions of Texas Property Code Section 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the

County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

38.7 Superior Lien. Any liens created by this Article shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question.

**ARTICLE XXXIX
ASSESSMENT BY AWARD OR JUDICIAL DECREE**

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration or within the Umbrella Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the Decree to the Association shall also constitute an assessment, payable by the Owner(s) of the Lot, which shall likewise "run with the land". Failure to pay assessments imposed under this Article shall constitute an event that may give rise to the remedies provided in Article XXXVIII herein.

**ARTICLE XXXX
RESERVATION OF RIGHTS**

Declarant shall have and 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 that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee. However, any amendment proposed by Declarant pursuant to this Article shall require the joinder or consent of the Association, acting through a majority of its Board of Directors, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder by a written, recorded instrument. No other joinder or consent shall be required.

**ARTICLE XXXXI
AMENDMENT**

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Property may amend this Declaration by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to the conveyance of the last Lot on the Property to a third party buyer, no such amendment shall be valid or effective without the written joinder of Declarant. No Amendment shall be effective without the joinder or consent of the Association, acting through a majority of its Board of Directors, which approval shall not be unreasonably withheld. The Association may specifically waive its

joinder by a written, recorded instrument. No amendment to this Declaration will purport to withdraw the Property or any Lot from the jurisdiction of the Association without the advance written approval of the Association, acting through a majority of its Board of Directors.

**ARTICLE XXXII
NOTICE**

Whenever written notice to an Owner (or Owners) is permitted or required hereunder, such notice shall be given by the mailing of such notice to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event, such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by placing same in the United States mail, properly addressed, whether received by the addressee or not.

**ARTICLE XXXIII
TITLE**

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

**ARTICLE XXXIV
INTERPRETATION**

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

**ARTICLE XXXV
OMISSIONS**

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

**ARTICLE XXXVI
GENDER AND GRAMMAR**

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

**ARTICLE XXXVII
BUILDING CODES**

All Dwellings shall be constructed to conform to the then current building codes and ordinances adopted by the City of San Antonio, Texas.

**ARTICLE XXXVIII
FIREARMS, PROJECTIONS, AND WEAPONS**

The discharge of any firearms, including BB guns and pellet guns, within the Property or adjacent lands owned in whole or in part by Declarant is strictly prohibited and each Owner shall ensure that their guests and family members do not violate such prohibition. Additionally, use of any bow and arrow, slingshot, or other launching or catapulting device is prohibited.

**ARTICLE XXXIX
SIDEWALKS**

Each Owner of a Lot or Dwelling agrees to construct a sidewalk, which will meet standards established by ACC, at their own cost and expense, if the same shall be required by any applicable government authority.

**ARTICLE XXXX
MISCELLANEOUS**

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

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

[Signatures and Acknowledgements Appear on Following Pages]

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

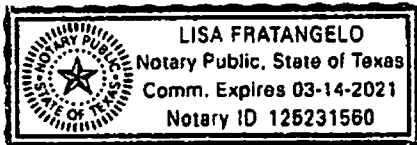
DECLARANT:

AGORA ASSETS, LC,
a Texas limited liability company

By: 
Name: Antonio Brunet
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of August 2019, by Antonio Brunet, the President of Agora Assets, LC, a Texas limited liability company, on behalf of said entity.




Notary Public, State of Texas

LISA FRATAUSGELD
(Name - Typed or Printed)

03-14-2021
(Date Commission Expires)

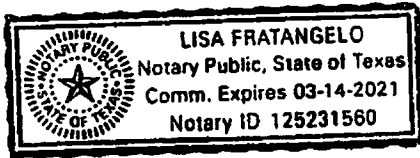
ASSOCIATION:

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

By: [Signature]
Name: ROB MCDANIEL
Title: GENERAL MANAGER

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of August, 2019, by Rob McDaniel, the General Manager of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

LISA FRATANGELO
(Name - Typed or Printed)

03-14-2021
(Date Commission Expires)

After Recording Return To:

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

File Information

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

Document Number: 20190166974
Recorded Date: August 23, 2019
Recorded Time: 9:18 AM
Total Pages: 26
Total Fees: \$122.00

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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