

**FIRST AMENDMENT OF
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR C2 ZONING
(DOMINION CREEK)**

THIS FIRST AMENDMENT OF THE DECLARATION OF PROTECTIVE COVENANTS ("Amendment") is executed on this 25th day of April, 2019 (the "Effective Date"), by Abiso Dominion Creek, LP, a Texas limited partnership (the "Declarant") and the Dominion Homeowners Association, Inc., a Texas nonprofit corporation ("Association").

Definitions

1. "Declaration" shall refer to the original Amended and Restated Declaration of Protective Covenants for C-2 Zoning (Dominion Creek) recorded in Volume 16215, Page 1605, of the Official Public Records of Bexar County, Texas, as herein amended.
2. "Property" shall refer to the 1.800 acres tract and the 3.737 acre tract more formally described as Lot 3, Block 110, NCB 16386, and Lot 4, Block 110, NCB 16386 as shown in **Exhibit "A"** attached hereto.

Recitals

1. The Association and Dominion Creek, LLC, a Texas limited liability company (referred to as the "Owner" in the Declaration, and the "Original Declarant" herein), previously recorded the Declaration which encumbers the Property.
2. Declarant is a successor in interest to the Original Declarant and is the owner of the Property.
3. Declarant desires to develop a commercial retail/office center (including retail or office pad sites, and restaurant(s) that serve alcohol), office space, and related parking facilities on the Property (or any other improvements from time to time allowed under applicable zoning rules and regulations) ("Commercial Project").
4. Declarant and the Association have executed this Amendment in consideration for the support of the Association in the Declarants request for development of the Commercial Project.
5. Declarant and the Association desire to amend the Declaration only as applicable to the Property on the terms and conditions hereinafter set forth. The remaining land encumbered by the Declaration shall remain subject to all the restrictions set forth in the Declaration without modification. Except as expressly modified herein, the terms and provisions of Declaration shall continue in full force and effect.

6. The following restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in part or in whole, and their heirs, successors, and assigns.

Restriction Amendments

1. **Building Size** — Declarant and Association agree that the Commercial Project shall be limited to a size no larger than Forty Thousand (40,000) Square Feet.
2. **Parking Ratio** — Declarant and Association agree that the current parking ratio for any retail and/or office Improvements erected on the Property shall be approximately four (4) parking spaces per One Thousand square feet (1,000 SF); with the foregoing being subject to modification from time to time as the Property is redeveloped so long as parking requirements meet applicable provisions of the Code (defined below).
3. **Use Restrictions** — Declarant and Association agree that the existing Land Use Restrictions under the Declaration will remain in full force and effect.

The authorization of such uses herein is not a substitute for compliance with the terms and provisions of the Unified Development Code of the City of San Antonio (the "Code"). It is acknowledged and agreed that the Property is required to be in compliance with the terms and provisions of the Code.

Additional Restrictions

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

1. **Trash**. Trash shall be placed entirely within trash receptacles and may not be placed outside, next to, or on top of the receptacle. Receptacles are to be closed at all times when not in use. Owners must arrange privately for removal of discarded furnishings or any unusually large volume of debris.
2. **Unsightly Articles; Vehicles**. No article reasonably deemed to be unsightly by the Board of Directors of the Association or the ACC will be permitted to remain within the Property so as to be visible from adjoining property or from public or private thoroughfares. No vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable will be permitted to remain visible within the Property.

3. **Animals.** No domestic household pets, non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotics or any other animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of non-domesticated animal shall be kept, maintained, or cared for on the Property. Notwithstanding the above, the foregoing restrictions will not apply to (i) any pet store, pet product store, or any other space selling pets and/or pet related products, and/or (ii) veterinary clinics, hospitals, or emergency clinics; and seeing-eye dogs and other qualified and authorized service animals are permitted on the Property.
4. **Signs.** Except as otherwise approved by the ACC, the Development Committee, and/or the Association as part of the Plans and Specifications for Improvements, or otherwise, no other signs of any kind may be displayed to the public view within any portion of the Property without the prior written approval of the ACC, and subject to permit approvals required by applicable law. Notwithstanding the foregoing signs constructed in accordance with the Signage Criteria set forth on **Exhibit "B"** attached hereto and incorporated herein need not be approved in advance by the ACC, the Development Committee, and/or the Association.
5. **Exterior Illumination.** Except as otherwise approved by the ACC, the Development Committee, and/or the Association as part of the Plans and Specifications for Improvements, which approval will not be unreasonably withheld or delayed, all other exterior illumination must comply with the Camp Bullis Dark Skies Ordinance and be approved in advance and in writing by the ACC, which approval will not be unreasonably withheld or delayed.
6. **Storage and Loading Areas.** Storage areas must be appropriately screened from view (except for storage of materials, equipment and supplies during the course any construction, repair and/or re-construction). Except as otherwise approved by the ACC, the Development Committee and/or the Association as part of the Plans and Specifications for Improvements, or otherwise, unless approved in advance and in writing by the ACC, which approval will not be unreasonably withheld or delayed, and except for the on Property storage of construction materials during the course of any construction, repair and/or re-construction, no materials, supplies or equipment, shall be stored upon any portion of the Property except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.
7. **Maintenance.** The Owner of the Property shall maintain the Property, including landscaping located thereon, in good condition and repair. Grass, weeds, shrubs and all vegetation on the Property shall be kept mowed and trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Property and replaced whenever practical.
8. **Offensive Activity.** No noxious or offensive activity (at the reasonable determination and definition of the Association) shall be carried on upon any portion of the Property, nor shall anything be done thereon which may be or may become a legally prohibited annoyance or nuisance to the neighborhood as reasonably determined by the Association. (Nothing contained herein shall give any third parties the right to enforce the Declaration).

9. **Screening.** Except as otherwise approved by the ACC, the Development Committee and/or the Association as part of the Plans and Specifications for Improvements, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the ACC, which approval shall not be unreasonably withheld or delayed.
10. **Fencing.** Except as otherwise approved by the ACC, the Development Committee and/or the Association as part of the Plans and Specifications for Improvements, or otherwise, all other fences and/or walls located on any portion of the Property must be approved by the ACC and/or the Development Committee, such approval not to be unreasonably withheld or delayed. Fences shall be composed of the following materials: masonry, wrought iron, or another suitable material as reasonably determined by the ACC and/or Development Committee, as applicable, to be compatible with the style of the Improvements on the Property.
11. **Temporary Structures.** No tent, shack or other temporary structure shall be placed upon any portion of the Property, except those structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during construction of Improvements without prior written approval of the ACC and/or Development Committee. All temporary structures shall be removed within thirty (30) days after completion of Improvements. The ACC and/or Development Committee shall determine, in its reasonable discretion, the date of such completion.
12. **Tree Protection.** The Association aims to preserve trees within the Property. Efforts should be made to preserve existing trees during the construction of new Improvements. The terms and provisions of this section shall apply to the trees intended to remain on the Property during and after construction of the approved Improvements. Grading or trenching within the dripline should be minimized and limited to areas away from the center of the tree crown. A qualified arborist or landscape architect shall be consulted when (i) working within the dripline of major trees or (ii) overhead branches of major trees interfere with the construction of Improvements. A four-foot (4') construction fence shall be installed at the dripline of major trees and tree groupings. No construction activities, including but not limited to the storage of materials, shall be allowed within the dripline of trees. Signs, bracing and/or temporary wiring shall not be nailed to any tree. Notwithstanding the foregoing, the Declarant, at its sole discretion, shall have the right to keep or remove any existing tree on the Property as the Declarant deems necessary for the development or re-development of the Property.
13. **Landscaping.** Except for landscaping approved by the ACC, the Development Committee and/or otherwise by the Association as part of the approval of Plans and Specifications for Improvements, or otherwise, no new landscaping shall be installed without the prior consent of the ACC, which consent shall not be unreasonably withheld or delayed. Approved landscaping

must be fully installed within the time frame reasonably required by the ACC, taking into consideration the staging of the construction of other Improvements.

14. ACC/Development Committee/Association Approval. Construction plans and specifications for "Improvements" as such term is defined in the Umbrella Declaration will be submitted in accordance with the ACC Review Requirements as set forth in The Dominion Amendment and Restatement Community Manual recorded as Document No. 20130171326 of the Official Public Records of Bexar County Texas (as amended, the "Community Manual"), any additional rules adopted by the ACC and/or Development Committee together with a review fee, as is contemplated by the Community Manual, and the requirements set forth herein. The ACC and/or Development Committee may refuse to approve plans and specifications for proposed Improvements on any grounds that, in the sole and absolute discretion of the ACC and/or Development Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding the foregoing, or any other provision of this Amendment that implies or requires ACC, Development Committee or Association approval, in the event the ACC, the Development Committee and/or the Association approves any Plans and Specifications showing any Improvements on the Property, such approval shall supersede and control over any requirements under the Community Manual, and over any other approvals by the ACC and/or the Association as implied or expressly set forth in this Amendment and/or the Declaration. Accordingly, in the event Plans and Specifications pertaining to any Improvements are approved by the ACC, Development Committee, and/or the Association, Declarant or any other owner of any portion of the Property shall not be required to seek any further approvals concerning such approved Improvements under the Declaration (i.e. the approved Improvements can be repaired or rebuilt in accordance with previously approved plans and specifications). Notwithstanding the foregoing, modifications to approved Improvements require approval in accordance with the terms and provisions of the Community Manual.

Miscellaneous

1. Amendment and Termination. The provisions of this Amendment may be amended or terminated, in whole or in part, from time to time, and at any time, by written instrument signed by the Declarant and the Association, or their respective successors and assigns, and recorded in the official records of real property in Bexar County, Texas, and may not be otherwise amended or terminated. This Amendment or any mutually approved termination shall be effective when recorded in Bexar County, Texas.

Enforcement of Amendment

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

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

The Association represents and warrants that this Amendment has been approved in accordance with the terms and conditions of the Declaration and the Umbrella Declaration, and that the terms hereof are binding on the ACC, the Development Committee and the Association.

This instrument shall be recorded in the office of the County Clerk of Bexar County, Texas, and the mere filing hereof in the office of the County Clerk shall place all subsequent owners, purchasers and interested parties and persons in and to any and all of the Property on due notice of the full contents hereof. The terms and provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of Declarant, and to all who are or may become to be owners of the Property.

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

Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

(Signature Page)

DECLARANT:

Abiso Dominion Creek, LP, a Texas limited partnership

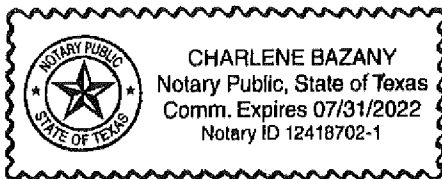
By: Abiso Development, LLC,
a Texas limited liability company, General Partner

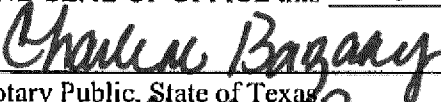
By: 
Blake Honigblum, Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Blake Honigblum, the Manager of Abiso Development, LLC, a Texas limited liability company, General Partner of Abiso Dominion Creek, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of April,
2019.




Notary Public, State of Texas
Print Name: Charlene Bazany
My Commission Expires: 7/31/2022

Notary Public, State of Texas
Print Name: _____
My Commission Expires: _____

(Signature Page)

ASSOCIATION:

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

By: [Signature]

Name: ROB MCDANIEL

Title: GENERAL MANAGER

STATE OF TEXAS

§

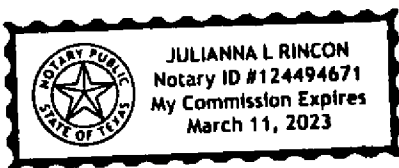
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COUNTY OF BEXAR

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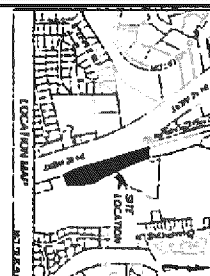
BEFORE ME, the undersigned authority, on this day personally appeared Rob McDaniel,
the General manager of The Dominion Homeowners Association, Inc., a Texas non-profit
corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of April,
2019.



[Signature]
Notary Public, State of Texas
Print Name: Julianna L Rincon
My Commission Expires: March 11, 2023

Exhibit “A”

[illegible]

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INDEX NAME
NO. - PD - ST - WF

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1. **What is the purpose of the study?** The purpose of the study is to determine the effect of the use of the "A" and "B" methods on the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

2. **What is the independent variable?** The independent variable is the use of the "A" and "B" methods. The study is a quasi-experimental design, and the results are presented in a table.

3. **What is the dependent variable?** The dependent variable is the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

4. **What is the research hypothesis?** The research hypothesis is that the use of the "A" and "B" methods will result in a significant improvement in the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

5. **What is the significance of the study?** The significance of the study is that it provides a clear and concise summary of the results of the study. The study is a quasi-experimental design, and the results are presented in a table.

6. **What are the limitations of the study?** The limitations of the study are that it is a quasi-experimental design, and the results are presented in a table. The study is a quasi-experimental design, and the results are presented in a table.

7. **What are the conclusions of the study?** The conclusions of the study are that the use of the "A" and "B" methods will result in a significant improvement in the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

8. **What are the implications of the study?** The implications of the study are that the use of the "A" and "B" methods will result in a significant improvement in the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

9. **What are the future directions of the study?** The future directions of the study are that the use of the "A" and "B" methods will result in a significant improvement in the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

10. **What are the references of the study?** The references of the study are that the use of the "A" and "B" methods will result in a significant improvement in the performance of the "C" method. The study is a quasi-experimental design, and the results are presented in a table.

PLAY NUMBER 170001

[illegible]

CONRAD ROBERTS JR. is President
 of the American Association of
 Economic Consultants, Inc., 400
 E. Pennsylvania Ave.
 P.O. Box 1000
 Salt Lake City, Utah 84101

100-443887-100



NEW

2nd June 2017
Dushanbe M. S. 1140

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PAGE 1 OF 2

05/02/2019

THIS IS A PRELIMINARY MAP
AND NOT A FINAL MAP
8/16/17

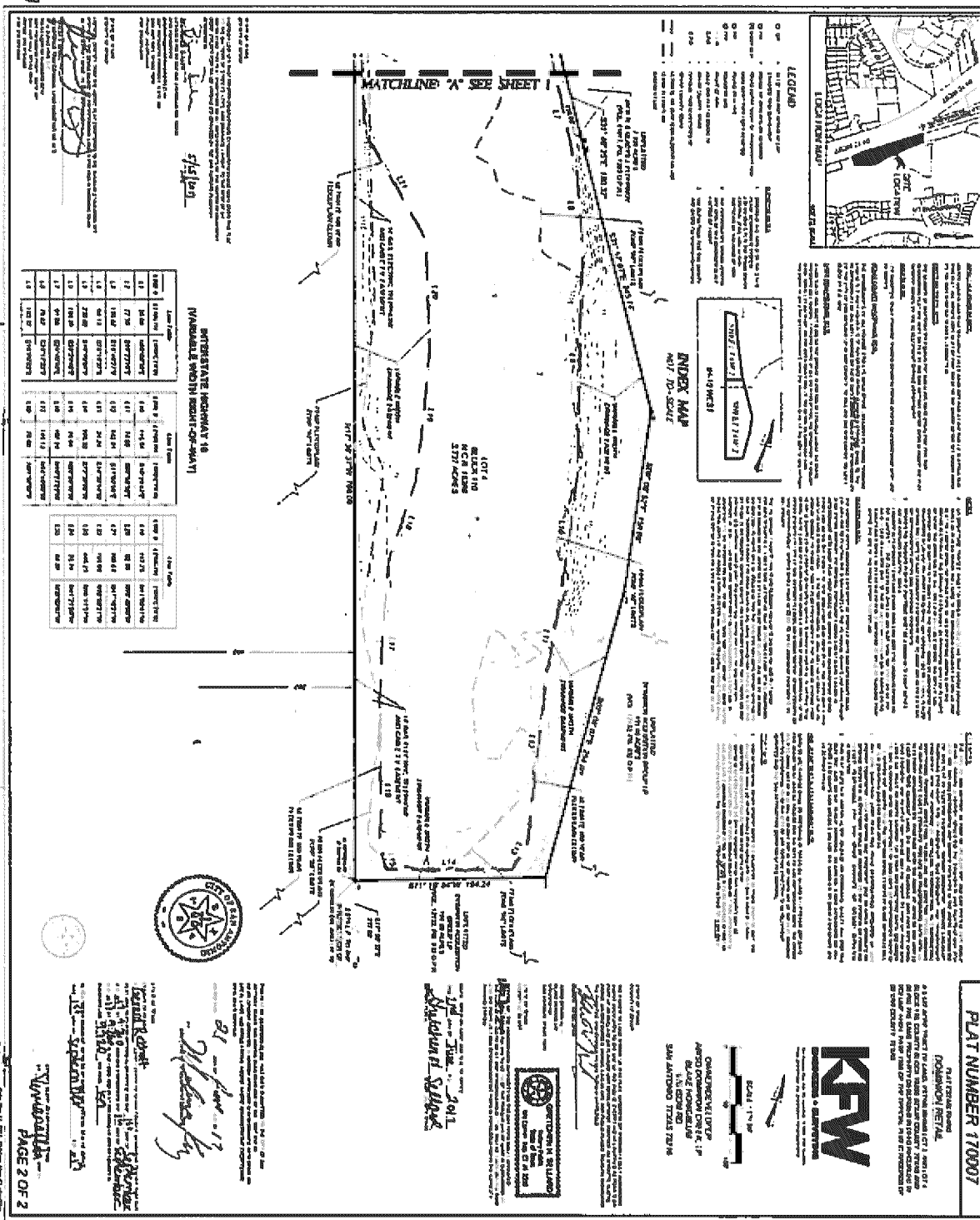


Exhibit B

Signage Criteria

Specifications:
Manufacture and install one (1) new
D/F Multi-tenant Pylon sign.

top cap - alum. construction, painted to match building.

Domination - alum. Construction, 5' returns
1" linemap - black
3/16" white plexi faces
Internally illum by white LEDs.
letter mounted to (5) alum wireway horizontal bars

Creek - alum. construction, routed
out copy backed w. white plexi
intern illum by white LEDs.

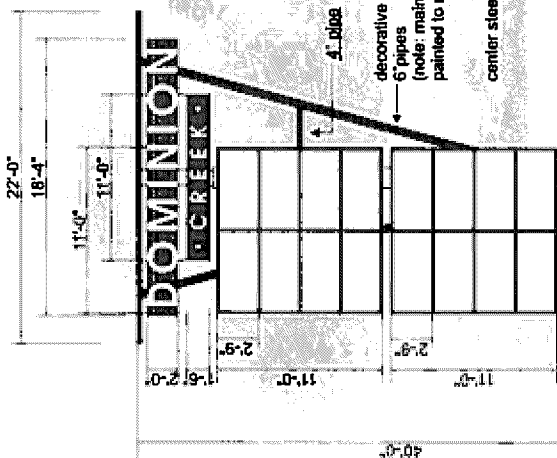
Tenant Cabinets - alum. Construction.
2" retainers & divider bars, painted.
White plexi panels - applied vinyl.
intern illum. By white LEDs.

decorative
6" pipes
(note: main sign support center pipes)
painted to match building

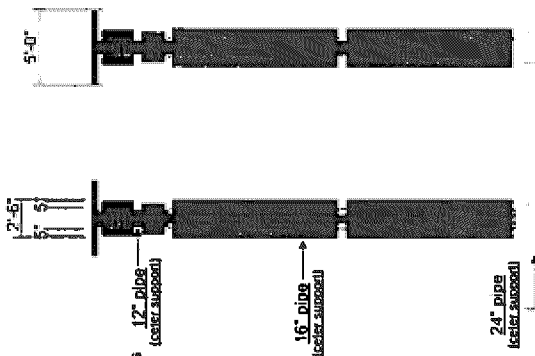
center steel supports - to match building

note: all materials and colors to
match shopping center

alum pole covers
with caps (note:
file work to match building
by others).



Front View - Scale: 1/8"=1'-0"



Side View - Scale: 1/8"=1'-0"
Eccelling required:
4'-0" hole dia.
14'-0" deep.

aeina
SIGN GROUP

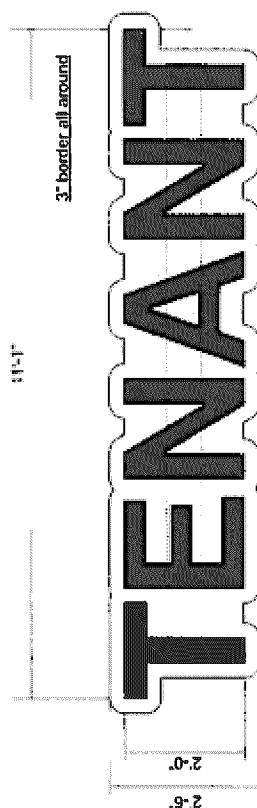
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CLIENT	Domination Retail Center	PROJECT NO.	3530.1
ADDRESS	23110 IH-10 West	DESIGNER	Jeanette M.
CITY	San Antonio, Texas	INSTALLER	Anna V.
DATE	9-29-17	STATUS	Final
PROJECT NO.	10-26-17 11-3-17 2-27-18 1-22-19	PROJECT NO.	1501-18270

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7-11

3" border all around

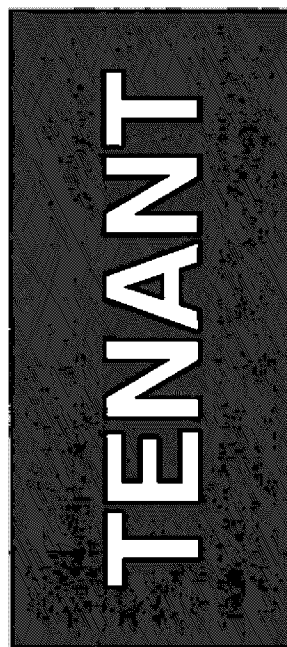
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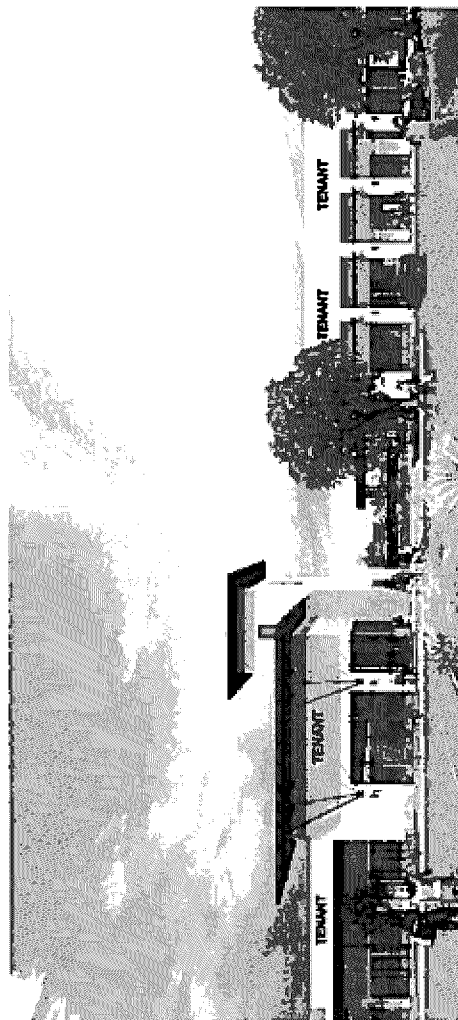
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Front View - Scale: $1/2'' = 1'-0''$



Night View - NTS



Elevation shown - NTS

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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: 5/2/2019 2:58 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk