

Execution Version

DECLARATION OF PROTECTIVE COVENANTS

for

BOTANICA DOMINION

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**DECLARATION OF PROTECTIVE COVENANTS
for
BOTANICA DOMINION**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

This Declaration of Protective Covenants for Botanica Dominion (this “*Declaration*”) is made on this 21st day of October 2022 by UGro-P3 Dominion, LLC, a Texas limited liability company (as further defined in Section 1.3, the “*Declarant*”), and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the “*Association*”)

A. Declarant is the owner of that certain approximately 46.255 acre tract of land (the “*Property*”) located in the City of San Antonio, Bexar County, Texas, more particularly depicted in the plat recorded in Volume 200003, Pages 456-457, of the Deed and Plat Records of Bexar County, Texas (the “*Plat*”).

B. As part of The Dominion Planned Unit Development (“*The Dominion PUD*”), the Property is subject to the terms and provisions of (i) 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; and (ii) 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*”).

C. A portion of the Property is subject to the terms and conditions of that certain Amended and Restated Declaration of Protective Covenants for Bluffs Tract recorded as Document No. 20190144140 in the Official Public Records of Bexar County, Texas (as previously or hereafter amended or supplemented, the “*Bluffs Tract Declaration*”) and a portion of the Property is subject to that certain Declaration of Protective Covenants for P.U.D. R-6 Zoning (Raw Land Only- SRP Tracts) dated November 17, 2004 and recorded as Document No. 20040264960 in the Official Public Records of Bexar County, Texas as amended by that certain First Amendment to Declaration of Protective Covenants for SRP Tracts dated July 29, 2013 and recorded as Document No. 20130171633 in the Official Public Records of Bexar County, Texas (as previously or hereafter amended or supplemented, the “*SRP Declaration*”).

D. By the filing of this Declaration, Declarant and the Association have agreed that the entire Property is to be removed from the terms, provisions, and conditions of the Bluffs Tract Declaration and the SRP Declaration and no longer encumbered thereby.

E. 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 Property outside the boundaries of the main security facilities serving The Dominion PUD (the “*Dominion Secured Perimeter*”).

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; Definitions; and References

1.1 **Declaration.** The Property shall hereafter be known as “Botanica Dominion” 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 having any right, title, or interest in or to the Property or any portion 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 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 **Removal from the Bluffs Tract Declaration and the SRP Declaration.** Declarant and the Association hereby agree that, from and after the date hereof, the Property is removed from the terms, provisions, and conditions of the Bluffs Tract Declaration and the SRP Declaration and no longer encumbered by either the Bluffs Tract Declaration or the SRP Declaration.

1.3 **Definitions.** As used in this Declaration, (i) all capitalized terms defined in other provisions of this Declaration shall have the meanings assigned to such terms in this Declaration, and (ii) the following terms shall have the following meanings unless the context requires otherwise:

“*ACC*” shall mean the Architectural Control Committee of the Association.

“*Applicable Recorded Documents*” shall mean the Umbrella Declaration and the Community Manual.

“*Building*” shall mean the buildings now existing or hereafter placed on the Property. The Site Plan includes a depiction of the Buildings intended to be constructed on the Property prior to construction. The size and location of the Buildings may change during construction.

“*Common Elements*” shall mean the land and properties within the Property to be owned and maintained by Declarant (other than the Units) for the common use and enjoyment of the Occupants their guests, invitees, and licensees and any future Owners. The Common Elements

shall include private streets, greenbelts, parkways, medians, islands, leasing centers, amenity buildings and facilities typically offered at Class A communities, courts, mail centers, gates, and other similar facilities now or hereafter existing within the Property. The definition of “*Common Elements*” shall not include the Detention Pond or the Detention Pond Area.

“*Declarant*” shall mean UGro-P3 Dominion, LLC, a Texas limited liability company, its successors, and any other party to whom it assigns any of its rights hereunder. Any such assignment shall be made by written instrument recorded in the Official Public Record of Real Property of Bexar County, Texas.

“*Detention Pond*” shall mean those stormwater drainage facilities benefitting the Property to be constructed in the Detention Pond Area pursuant to the terms and conditions set forth in the Detention Pond Agreement.

“*Detention Pond Agreement*” shall mean that certain Drainage Easement and Detention Pond Construction and Maintenance Agreement dated [•], 2022, which is filed of record and recorded as Document No. [•] in the Official Public Records of Bexar County, Texas.

“*Detention Pond Area*” shall mean that portion of the Property that is defined and identified in the Detention Pond Agreement.

“*Final Plans*” shall mean the architectural and engineering plans that are substantially the same as those plans submitted to the City of San Antonio after receiving ACC approval in order to obtain building permits relating to the Improvements.

“*Greenspace Tract*” shall mean all of the land within the Property other than the Multi-Family Tract.

“*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 in the Property 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.

“*Multi-Family Tract*” shall mean the approximately 10.478 acre tract of land identified as Lot 78, Block 30, New City Block 16386 according to the Plat (of which approximately 10.045 acres are zoned MF-33 for multi-family uses).

“*Occupant*” shall mean a resident, occupant or tenant of a Unit.

“*Owner*” shall mean a holder of fee simple title to any part of the Property, but shall not include those holding an interest merely as security for the performance of an obligation. As of the date hereof, Declarant is the sole Owner of the Property.

“*Person*” shall mean any individual or entity having the legal right to hold title to real property, and any fiduciary acting in such capacity on behalf of the foregoing.

“*Site Plan*” shall mean the initial site plan for the development of the Property attached hereto as Exhibit A.

“*Unit*” shall mean and refer to a segregated residence within a Building designated for separate occupancy.

1.4 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; Dominion Secured Perimeter

2.1 Umbrella Declaration. In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as the foregoing may each be amended, from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Property, except as set forth in Article 4 of this Declaration.

2.2 Dominion Secured Perimeter. The parties acknowledge and agree that the entire Property will be located outside of the Dominion Secured Perimeter.

Article 3

Use Restrictions

3.1 Multi-Family Tract. The portion of the Multi-Family Tract which is zoned MF-33 for multi-family uses may only be used for the construction and maintenance of a luxury Class A multi-family development (which may be converted to a condominium form of ownership in accordance with the provisions of Section 12.4 of this Declaration) to consist of no more than 278 Units, together with Common Elements and such Units’ appurtenant outbuildings and accessory structures. No Improvements upon any portion of the Multi-Family Tract (other than Common Elements) or any part thereof may be used, or permitted to be used, for any purpose other than as private residences for the Occupants, their family and their guests or other uses directly incidental thereto. Except for Improvements utilized for the management of the Property and leasing of Units, the operation of any business upon any portion of the Multi-Family Tract is prohibited.

3.2 Greenspace Tract. The Greenspace Tract and the approximately 0.433 acres of the Multi-Family Tract not zoned MF-33 for multi-family uses may only be used for the recreational use and enjoyment of the Occupants and their family and their guests and for the construction and maintenance of hike/bike trails, parks, golfing facilities, and such other facilities for outdoor

activities and improvements for such recreational use and enjoyment. Declarant may establish reasonable rules and regulations for the use of the Greenspace Tract from time to time. Declarant may allow Dominion residents and/or Dominion Country Club Members access to the Greenspace Tract subject to entering into an agreement for such use.

3.3 Access to Property. The primary vehicular and pedestrian access to the Property shall be from Aue Road in the general location depicted on the Site Plan. As depicted on the Site Plan, there will be a secured gate located on Dominion Drive to be used only for emergency vehicle access to the Property. Access to the Property shall not be permitted from within or through the Dominion Secured Perimeter.

3.4 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; (vii) campervan, or other conveyance, which is designed for sleeping; (viii) preassembled (or kit) garage, barn, or outbuilding; and (ix) enclosures of a temporary character or designed for temporary use. Temporary Structures within the Property shall not: (i) be used as a residence; (ii) be connected to utilities; or (iii) be placed or maintained upon any portion of the Property for no more than twenty-four (24) consecutive hours. Notwithstanding the foregoing prohibitions, the following shall be permissible: (i) a Temporary Structure which is completely enclosed within an enclosed garage; (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.

3.5 Mobile Homes. In this section the phrase "**Mobile Homes**" shall mean and include, without limitation, any mobile home or 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 Property, except as permitted by Section 3.4 of 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 Property in the Office of the County Clerk of Bexar County, Texas, and any such recordation shall be void and unenforceable.

3.6 Building Materials and Diligent Construction. No building material of any kind shall be placed or stored upon any portion of the Property until construction of Improvements thereon is permitted or ready to commence, and then, shall remain only so long as such building materials are needed to meet the demands of the construction. Any excess building materials not needed during construction, or upon completion of construction, shall be promptly removed from the Property. Construction, once begun, shall be diligently pursued to completion, such that Improvements are not left in an unfinished condition any longer than reasonably necessary.

3.7 Architectural Control.

3.7.1 ACC Approval Required. No Improvements may be erected, placed,

installed or modified on any portion of the Property without first complying with the ACC requirements set forth herein, in the Applicable Recorded Documents, the applicable terms and provisions of such Applicable Recorded Documents being incorporated herein by reference, including, but not limited to the obtaining of prior approval from the ACC for Final Plans and specifications for such Improvements and then obtaining of building permits and certificates of occupancy at the appropriate times. Except as set forth in the last sentence of this Section 3.7.1, nothing herein shall be construed to waive the requirement that all Improvements within the Property 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. The Association and/or the ACC cannot unreasonably withhold its approval of the Final Plans if the architectural and landscape standards contained within the Final Plans of the Improvements meet the established guidelines existing on January 1st, 2022. Declarant shall be permitted to use materials and color combinations for the Improvements that have previously been approved by the ACC and utilized in construction of improvements within the Dominion Secured Perimeter during the ten year period immediately preceding the date hereof. Notwithstanding the foregoing, no approval of the ACC shall be required to repair, replace or maintain landscaping or Improvements previously approved by the ACC to the extent, in each case, that such landscaping or Improvements are repaired, replaced, and/or maintained substantially in accordance with plans and specifications previously approved by the ACC. .

3.7.2 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 Declarant, or by any other Person with a bona fide interest therein. Requests for variances 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 tract of land 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 of the Common Elements; (ii) an irremediable encroachment upon any easement, without permission; (iii) a clashing of architectural style or design within the Property; o, (iv) damage to the appearance, serenity, beauty, integrity, or harmony of the Property's natural or built surroundings. Variance requests which are not otherwise approved or denied in writing shall be deemed to be approved 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 Applicable Recorded Documents, or the rules and regulations of the Association, in other situations, or against any other Person.

3.8 Compliance with Building Codes Required. All Improvements within the Property

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
Fees; Assessments; and Voting

4.1 Applicability. It is the intent of Declarant and the Association that this Article 4 overrides any and all provisions regarding assessments which are found in the Umbrella Declaration, and any amendments thereto.

4.2 Assessments. As non-residential property located in The Dominion PUD, assessments are levied against the Property in increments known as Non-Uniform Commercial Assessments pursuant to and in accordance with that certain Notice of Non-Uniform Assessment – Bluffs Tract dated August 6, 2013, and recorded as Document No. 20130171754 in the Official Public Records of Bexar County, Texas (as previously or hereafter amended or supplemented or amended and restated, the “*Non-Uniform Assessment*”). The Non-Uniform Assessment, together with interest thereon and cost of collection (including attorney’s fees) thereof as hereinafter provided shall be the personal obligation of Declarant at the time the obligation accrued as well as constituting a lien running with the Property. In the event any portion of the Property is subdivided and thereafter conveyed to a third party, one Non-Uniform Commercial Assessment will be levied against such subdivided portion of the Property. Notwithstanding any provision herein to the contrary, in the event the Property is submitted to a condominium regime, each unit owner will be responsible for paying assessments in accordance with the Umbrella Declaration.

4.3 Membership and Voting Rights in the Association. Occupants of a Unit are not members of the Association and therefore, are not entitled to the rights and privileges of same (including not having the right to access the Dominion Secured Perimeter) and are not entitled to vote. Owners are members of the Association and entitled to the rights and privileges of same. In the event the Property is converted to a condominium form of ownership in accordance with the provisions of Section 12.4 of this Declaration, the board of directors of the owners association formed to administer the condominium regime will exercise the votes attributable to the Property pursuant to Article II, Section 2 of the Umbrella Declaration.

Article 5
Common Elements; Detention Pond and Detention Pond Area

5.1 Maintenance of Common Elements. Declarant shall be solely responsible for the maintenance of all Common Elements within the Property.

5.2 Detention Pond and Detention Pond Area. The Detention Pond shall be constructed and maintained pursuant to the terms and conditions set forth in the Detention Pond Agreement. The Detention Pond and Detention Pond Area will be conveyed to the Association pursuant to the terms and conditions set forth in the Detention Pond Agreement and shall not be deemed to be Common Elements subject to the restrictive covenants set forth in this Declaration.

Article 6
Easements

6.1 **Utility and Drainage Easements.** Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the Plat and/or as provided by other instruments of record or to be recorded. Within these easements, if any, no structure, Improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, inspection, maintenance, repair, or replacement of utilities or cable television; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements.

6.2 **Binding Effect.** Any grant of an easement by an Owner or by Declarant shall bind that Owner or 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 6** shall be easements appurtenant rather than easements in gross. If Declarant or an Owner transfers or conveys a portion of the Property or of the Common Elements, then those easements granted in this **Article 6** that benefit, bind, and burden the remainder of the Property or the Common Elements not transferred or conveyed shall benefit, bind, and burden the portion of the Property or Common Elements that was transferred or conveyed, and those easements granted in this **Article 6** that benefit, bind, and burden the portion of the Property or Common Elements that was transferred or conveyed, shall benefit, bind, and burden the remainder of the Property or Common Elements not transferred or conveyed.

Article 7
Protective Covenants

7.1 **Size of Units.** The total floor area of any Unit (exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature which are typically not air conditioned) shall not exceed fourteen hundred square feet (1,400 sq. ft.) and shall be not less than six hundred square feet (600 sq. ft.).

7.2 **Building Height Limitations.** No Building shall exceed three (3) stories above street level.

7.3 **Roofs.** Composition roofs (shingles) and wood roofs are both prohibited within the Property. All visible roofing materials for Buildings, garages, and outbuildings within the Property shall be of a color blend that creates a harmonious architectural effect within the Property. Prior to installation, a sample of visible roofing materials will be shared with the ACC to confirm that the quality and color is compatible within the Property. Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the street.

7.4 **Guttering.** All Buildings shall have rain gutters, the type and color of which must match the approved ACC plans. Gutters shall have downspouts situated in a way that minimizes adverse drainage consequences. All gutters shall be maintained in functioning order, and free of excessive debris.

7.5 Construction and Leasing Trailers. Declarant may place construction or leasing trailers within the Property as reasonably needed during construction of Improvements.

7.6 Outbuilding Requirements. No portable storage buildings may be maintained on the Property. Every outbuilding shall be: (i) permanent in design and, (ii) compatible with the Building to which it is appurtenant, in terms of its design and material composition. Any new outbuildings must be approved in writing by the ACC prior to construction thereof.

7.7 Walls and Fences. All walls and fences upon the Property must be approved in writing by the ACC prior to construction thereof. The term “masonry” as used in this Section 7.7 and its component subsections includes stucco, ceramic tile, slate, clay, brick, rock, stone, 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 Building and the rest of the Property, 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.

7.7.1 Exterior Walls of Buildings—Composition. The exterior walls of the Buildings shall be at least seventy-five percent (75%) masonry, exclusive of door openings, window openings, and other similar openings. Exterior walls may be covered with living or artificial green walls as an aesthetic enhancement.

7.7.2 Fences—Composition. All fences within the Property shall be composed of metal, all masonry, all wrought iron, or any combination of masonry and wrought iron, or other material as reasonably approved by the ACC. Fencing described as ‘king ranch’ or ‘field fence’ is allowed only adjacent to land within the flood plain. Without limitation, the following fencing materials are expressly prohibited from use within the Property: (i) wood; (ii) chain link; (iii) barbed wire; and (iv) electric wire.

7.7.3 Walls and Fences—Where Located. The walls and fences shall be built within the Property in the locations generally depicted on the Site Plan.

7.7.4 Walls and Fences—Height Limitations. No wall or fence (excluding the walls of Buildings) may exceed eight feet (8’) in height, as measured from the finished grade.

7.7.5 Construction Retaining Walls and Fences. Temporary walls and fences designed to prevent construction material and debris from encroaching upon neighboring property may be erected and maintained only during periods of construction upon the Property.

7.8 Paved Surfaces.

7.8.1 Driveways. Driveways must be surfaced with concrete, brick, stone, asphalt, or other similar hard surfaced material, which may be pervious.

7.8.2 Sidewalks. Sidewalks must comply with all applicable City of San Antonio

7.11.2 Commercial Vehicles. No commercial vehicle bearing commercial insignia or names shall be parked within the Property except within an enclosed structure or a screened area which prevents such view thereof from any street. This Section 7.11.2 does not prohibit the parking of such vehicles, temporarily, for the purpose of serving any portion of the Property.

7.11.3 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 Property unless completely enclosed within a garage.

7.11.4 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 any portion of the Property unless completely enclosed within a garage. This Section 7.11.4 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.

7.11.5 Additional Parking Regulations. Declarant may, from time to time, promulgate additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, within the Property.

7.12 Nuisances.

7.12.1 Nuisances—Offensive Activity Prohibited. The following are prohibited upon any portion of the Property: (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 Occupants. Declarant is empowered to define and determine whether an activity is prohibited herein.

7.12.2 Nuisances—Impairment. The following are prohibited upon any portion of the Property: (i) any act or any work that will impair the structural soundness or integrity of a Building or other Improvement; (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 Building or the Occupants of such Building. No blasting shall be conducted on any portion of the Property without prior written permission of the ACC.

7.12.3 Nuisances—Lighting. Within the Property, 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 the Property in a manner such that the light source is neither offensive nor a nuisance (excepting ACC approved reasonable security or landscape lighting) to any owners or occupants of any neighboring property in The Dominion PUD. Upon being given notice by the Association that any lighting is objectionable pursuant to this section, an Owner shall: (i) cause the objectionable lighting source to be removed; or (ii) take all necessary steps to properly shield such lighting in a manner that affords consideration to the owners or occupants of the neighboring property in The Dominion PUD disturbed thereby.

7.12.4 Nuisances—Noise. The use of any horn, whistle, bell, outside speaker, or other sound device is prohibited upon any portion of the Property, except for security devices, such as entry alarms and intercoms used exclusively for the protection of persons or property upon any portion of the Property.

7.13 Garbage and Refuse Disposal; Trash Receptacle Areas. No portion of the Property 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 Buildings, with a solid gate, meeting the standards and criteria established by the ACC from time to time. No trash, ashes or other refuse may be thrown, dumped or burned upon any area in the Property.

7.14 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 portion of the Property. Notwithstanding the foregoing sentence, dogs, cats, or other common household pets not to exceed a total of two (2) adult animals per Unit (which, for the purposes of this Section 7.14, 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 7.14 shall at all times (except when they are physically confined within the boundaries of their owner's Unit) be restrained or controlled by a leash, rope, or similar restraint, or shall be physically confined within a secured carrier, cage, or other container. While within a Unit, 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 Unit. All solid waste from animals must be promptly disposed of and shall not be permitted to accumulate upon any portion of the Property.

7.15 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 portion of the Property. Oil wells, derricks, boring equipment, tanks designed to hold fluids, tunnels, mineral excavations, and shafts are prohibited upon any portion of the Property.

7.16 Individual Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted upon any portion of the Property, including, but not limited to, water wells, cesspools and septic tanks. Rainwater collection and storage systems are prohibited upon any portion of the Property, 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.

7.17 Satellites and Antennae. Exterior satellite dishes and antennae are prohibited upon any portion of the Property, 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.

7.18 Mailboxes. Declarant shall construct and maintain a central mailbox facility for the use of the Occupants.

7.19 Windows; Window Treatments; Burglar Bars. Windows which are visible from

any street must be kept clean, and must further be equipped with interior shutters, blinds with a natural tone, drapes, curtains, 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 Building, including, but not limited to, upon or across windows and doors.

7.20 Smoke Alarms. At a minimum, each Unit shall be equipped with smoke alarms as may be required by law.

7.21 Landscaping. Prior to landscaping the Property, all landscaping plans and specifications must be approved in writing by the ACC. The Property shall be fully landscaped where possible, in accordance with an ACC approved plan, within ninety (90) days following of the date any Unit is first occupied as a residence. The installation of synthetic green walls shall be permitted in the Multi-Family Tract in areas not readily visible from existing single family residential houses within the Dominion Secured Perimeter.

7.22 Irrigation. The Property must be irrigated by sprinkler systems in accordance with the irrigation plan approved by the ACC. All sprinkler systems must be designed and installed in accordance with all applicable ordinances or government regulations.

7.23 Firearms, Projectiles, and Weapons. The following are strictly prohibited everywhere within the Property, 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.

Article 8 **Duty; Liabilities; and Enforcement**

8.1 Duty of Declarant. Declarant shall comply with, and is charged with the duty to ensure that the Occupants and their family members, guests, agents, and representatives each comply with: (i) all covenants and restrictions contained in this Declaration and in the Umbrella Declaration (applicable to the Property); (ii) the rules contained within the Community Manual (applicable to the Property); (iii) all other rules and/or regulations of the Association (applicable to the Property); 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 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 any portion of the Property within the Property which are the subject of such breach.

8.3 No Duty to Enforce. The Association shall never 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 Association, including its members, directors, officers, employees, committee members, agents, representatives, successors, assigns, and servants.

8.4 Enforcement. If any Person bound by this Declaration, including the parties hereto, or any Occupant, 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 or the Applicable Recorded Documents (applicable to the Property), then Declarant, the 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 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 its successors or assigns, the right to enforce the covenants and restrictions contained in this Declaration. 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 violating this Declaration or the Applicable Recorded Documents (applicable to the Property), 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 portion of the Property by accepting the deed, conveyance, or other transfer of title to such portion of the Property.

Article 9 **Unit Leasing**

9.1 Rental of Units. Nothing contained in the Applicable Recorded Documents shall prevent the rental of any Units constructed on the Property and it is the intent of Declarant and the Association that this Article 9 overrides any and all provisions regarding the leasing of residential Units and properties which are found in the Applicable Recorded Documents and specifically overrides "Attachment 25, Residential Rental Policy" contained in the Supplement to the Dominion Amendment and Restatement to the Community Manual recorded as Document No. 20220040581 in the Official Public Records of Bexar County, Texas Association.

9.2 Conditions on Rental of Units. Nothing in this Declaration shall prevent the rental of any Unit by an Owner thereof for residential purposes; provided that: (i) no Unit may be rented for transient or hotel purposes or for a period less than ninety (90) days; (ii) not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Applicable Recorded Documents; (iv) an Owner is responsible for providing the Owner's tenant with a summary of the rules and regulations contained in the Applicable Recorded Documents for which a tenant is subject and notifying the tenant of changes relevant to a tenant thereto; (v) all Owners renting Units must do so through one rental management company if the Property has been converted to a condominium form of ownership in accordance with the provisions of Section 12.4 of this Declaration; and (vi) each tenant is subject to and must comply with all provisions of the Applicable Recorded Documents applicable to tenants and Occupants and all applicable laws.

9.3 Lease Provisions. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

9.3.1 Compliance with Applicable Recorded Documents. The tenant shall comply with all provisions of the Applicable Recorded Documents and shall control the conduct of all other Occupants and guests of the leased Unit, as applicable, in order to ensure such compliance. The Owner shall cause all Occupants of the Units to comply with the Applicable Recorded Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the tenant or Occupant violates the Applicable Recorded Documents or a rule for which a fine is imposed, notice of the violation shall be given to the tenant, and such fine may be assessed against the tenant. At no time will Owner be responsible for any fines assessed against a tenant and no such fines shall constitute a lien against the Property or any part thereof.

9.3.2 Certain Persons Prohibited. As permitted by the Fair Housing Act Rules, no Unit may be occupied by a person who has been convicted of a sex crime (a) that involved a victim who was less than 16 years of age at the time of the sex crime, and (b) which requires a person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when he committed the offense and who was not convicted as an adult is exempt from the application of this Section 9.3.2.

9.3.3 Violation Constitutes Default. Failure by the tenant or the tenant's guests to comply with the Applicable Recorded Documents or applicable laws is deemed to be a default under the lease. When the Association notifies an Owner of such violation, the Owner will promptly obtain compliance or exercise its rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain its tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or applicable law for the default, including eviction of the tenant.

9.3.4 Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Applicable Recorded Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, but without obligation on the Association's part to do so, for the purpose of enforcing the Applicable Recorded Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Applicable Recorded Documents.

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 provisions of the Umbrella Declaration applicable to the Property, the entirety of any arbitrator's award or judicial judgment which is in favor of the Association shall also constitute an assessment, payable by Declarant, which shall likewise "run with the land."

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 for any claims, causes of action, loss, damage, or injury arising out of the performance of duties under this Declaration, the Applicable Recorded Documents, or under the rules and/or regulations of the Association, as may be amended from time to time.** Notwithstanding the foregoing, to the extent a Person brings a claim or suit against the Association, including each board and committee thereof, arising out of the performance or duties under this Declaration, the Applicable Recorded Documents, or under the rules and/or regulations of the Association, and the Association prevails in defending such claim or suit, the Association will be entitled to recover, collect and enforce against such Person, all attorneys' fees, court costs and other expenses relating to defending such claim or suit.

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 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, by accepting title to any portion of the Property, all Owners irrevocably waive the affirmative defenses of statute of limitations, waiver, and laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist only upon the Owner obtaining a written variance in accordance with the applicable provisions of this Declaration. Failure of Declarant, 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 its 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 Multi-Family Tract may amend or terminate this Declaration, and the restrictions and covenants set forth herein (including but not limited to an amendment, the effect of which is to subject the Property to a condominium form of ownership in accordance with the provisions of the Texas Uniform Condominium Act, Section 82.001, et. seq., Texas Property Code, as amended), 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 Declarant, for so long as Declarant owns any property within the Property.

12.5 Waiver of Joinder. Whenever joinder of a Person is either desirable or required hereunder, such joinder may be waived by a written instrument which is: (i) signed by the Person 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; Gender and Grammar; Order of Precedence. 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. 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. In the event of any inconsistency or conflict between the terms and provisions of this Declaration and those of any Applicable Recorded Document, the terms and provisions 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 Notices. Whenever a written notice, request, demand, or other communication to Declarant, an Occupant, or an Owner is permitted or 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 recipient at the physical address for such recipient appearing on the records of the Association, unless such recipient has given written notice to the Association of a different mailing address, in which event, such notice shall be sent to the recipient at the address so designated.

12.11 Term of Declaration. The covenants contained in this Declaration are made and adopted to run with the land and shall remain in effect perpetually, to the extent permitted by applicable law, unless terminated or amended as permitted herein.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

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

DECLARANT:

UGRO-P3 DOMINION, LLC,
a Texas limited liability company

ASSOCIATION:

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

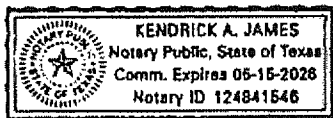
By: [Signature]
Name: Jon Bursey
Title: Managing Director

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

Acknowledgements

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing Declaration of Protective Covenants was acknowledged before me, a notary public, on this 10th day of NOVEMBER, 2022, by Jon Bursey, in his capacity as Managing Director of UGRO-P3 Dominion, LLC, 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 of Protective Covenants was acknowledged before me, a notary public, on this 21st day of October, 2022, 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

Exhibit A
Site Plan

see attached

File Information

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

Document Number: 20230108707
Recorded Date: June 16, 2023
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Total Pages: 23
Total Fees: \$110.00

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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: 6/16/2023 10:49 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk