



SCANNED

DECLARATION OF PROTECTIVE COVENANTS
FOR
ANDALUCIA AT THE DOMINION
PLANNED UNIT DEVELOPMENT



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**DECLARATION OF PROTECTIVE COVENANTS
FOR
ANDALUCIA AT THE DOMINION
PLANNED UNIT DEVELOPMENT**

THE STATE OF TEXAS
OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS: COUNTY

THAT, The Panhandle at Brenthurst, LLC (hereinafter called "Declarant") a Texas limited liability company, being the owner of all of the lots situated within that certain subdivision (the "Subdivision") known as Andalucia at The Dominion Planned Unit Development, according to the plat of the said subdivision recorded in Volume 9632, Page 201-207 in the Official Public Records of Bexar County, Texas (hereinafter called the "Subdivision Plat"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Subdivision, does hereby adopt and establish the following restrictions and covenants ("Section Declaration") to run with the land and to apply in the use, occupancy and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I. DEFINITIONS

The following terms when used in this declaration shall have the following meanings unless the context prohibits:

1. Architectural Control Committee or ACC shall mean the Architectural Control Committee established pursuant to the Umbrella Declaration (as defined herein) and referred to in Article IV hereof.
2. Association or HOA shall mean The Dominion Homeowners Association, a Texas non-profit corporation.
3. Common Properties shall mean the Properties to be owned and/or maintained by the Association for the common use and enjoyment of its respective members.
4. Declarant shall mean The Panhandle at Brenthurst, LLC, and any other single party to whom The Panhandle at Brenthurst, LLC assigns in writing any of its rights hereunder. No assignment of Declarant rights is valid unless approved by a majority of the Board of Directors of the Association ("Board"), in writing.
5. Dwelling shall mean a single family residence constructed on a Lot. All Dwellings and Improvements must be approved in advance and in writing by the ACC.
6. Lot shall mean a subdivided lot on the Subdivision Plat, with the exception of the Common Properties and any Lots which may not be used for single family dwelling purposes as set forth on the Subdivision Plat. The Lots are sometimes collectively referred to herein as the "Properties".
7. Owner shall mean the record Owner, whether one or more persons or entities of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Declarant shall be an Owner so long as such Declarant owns a Lot.

8. Umbrella Declaration shall mean that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development recorded in Volume 2956, Pages 61 et seq. of the Official Public Records of Bexar County, Texas. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Umbrella Declaration.

9. Custom Built Dwelling or Dwelling shall mean a residence constructed on a Lot meeting the following criteria:

Mandatory Requirements (each criterion has to be met):

a) The same house plan (including flipped or reversed) cannot be used on an adjacent lot, a lot directly across the street (facing front of the house) or a lot diagonally across the street (facing the front of the house)

b) Exterior colors and materials which differ from Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

c) Some difference in landscape layout from Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

AND

At least three of the following criteria are present:

a) A roof design which differs from other Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

b) The color or material of paved surfaces which differ from other Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

c) The windows, door, and entry design which differs from other Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

d) Porches and/or balconies which differ from other Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

e) Structural planters which differs from other Dwellings on directly adjacent lots, the lot directly across the street (facing front of the house) and any lot diagonally across the street (facing the front of the house)

All corner lots as described below shall be required to have architectural details on the side of the residence facing the street listed in the table. A minimum of two details listed below must be included:

1. Bay or Box Window(s)
2. Window banding or treatments
3. Wainscoting banding
4. Additional windows

5. A small pent roof over a window/s
6. Minor roof changes
7. Iron/Metal ornamentation
8. Decorative fences/walls
9. Wing wall
10. cut ins and outs (The wall facing the street will not be constructed in a straight or flat plane)

Block/Lot	Side Street Requiring Architectural Detail
Block 40 Lots 1, 13, 14, 21, 22, 29, 30, 45, 46, 54, 55, 62, 63, 74, Block 41 Lots 1, 6 Block 42 Lots 3, 4	Via Andalucia
Block 41 Lots 3, 4	Rhonda de Cadiz
Block 42 Lots 1, 6	Plaza de Cadiz

Notwithstanding any of the foregoing provisions, 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 II. USE

All Lots shall be used for single-family residential purposes only. One single family 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.

No Owner shall occupy or use his Lot or any Improvements constructed thereon 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, his family, guests, tenants and servants. In no event shall an Owner use his Lot or any Improvements thereon for the operation of a business or for commercial purposes.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence 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.

ARTICLE III. TITLE TO AND MAINTENANCE OF COMMON PROPERTIES

Title to Common Properties: Common Properties shall be deeded in fee to the Association free and clear of any liens or other encumbrances. This requirement shall apply to each Phase (as defined below).

Maintenance of Common Properties: The Lots will be developed in two phases (Phase A and Phase B, each being referred to herein as a "Phase"). Accordingly, maintenance of all Common Properties will be conveyed to the HOA as described hereafter. Maintenance of all Common Properties for a Phase shall be the sole responsibility of the 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 in such Phase:

1. In excess of fifty percent (50%) of the Owners of Lots in a Phase are required to pay maintenance assessments to the Association; and
2. The Association has verified and approved the condition of the Common Properties and Improvements constructed thereon for the Phase:

Declarant shall send written notice to the Association when the Turnover Conditions have occurred for each Phase. 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 the Declarant. The Association shall send a punch list of items to be repaired or replaced by the Declarant prior to the acceptance of maintenance responsibility by the Association. Declarant shall correct the items on the punch list within ninety (90) days of receiving the punch list from the Association. After the Declarant corrects the items on the punch list to the reasonable satisfaction of the Association, the Declarant will cause the Common Properties to be conveyed to the Association in a form and manner acceptable to the Board.

Until the Common Properties have been conveyed to the Association, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Upon conveyance of the Common Properties to the Association, the Association shall be responsible for the maintenance, upkeep and repair of such Common Properties so conveyed.

Until the Common Properties have been conveyed to the Association, 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.

No assessments shall be imposed on any of the Common Properties.

Declarant shall complete all Improvements to Common Properties in Phase A within eighteen months (18) from the recordation of the Subdivision Plat. Declarant shall complete all Improvements to Common Properties in Phase B within twelve (12) months from the date of starting construction on Phase B. In the event the Common Properties and Improvements to be constructed thereon are not completed within the time outlined above for a Phase, Declarant shall provide a good and sufficient bond to the Association, which shall be in an amount equal to but not less than the current estimated costs of completing the Common Properties and Improvements to be constructed thereon for such Phase. The Association may extend the deadline for any or both Phases and waive the bond requirement for good cause shown, but any such extension shall be in the sole and absolute discretion of the Association.

Any clearing of trees in the Common Areas, except as reasonably required for (1) compliance with the plat, (2) compliance with street or 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, will be reviewed as part of the landscape plan submitted by the Declarant to the Association Development Committee for consideration and require Board approval.

Maintenance of Common Properties after conveyance to the Association will be at sole discretion of the Association. Except for the Declarant, no Owner will be permitted to landscape Common Areas.

Any landscaping of Common Properties by the Declarant must be approved in advance and in writing by the ACC.

Drainage easements in the Common Areas are not intended to be irrigated and landscaped. Except for the Declarant, no Owner will be permitted to landscape drainage easements in the Common Areas, except with prior written approval of the Association, which approval may be withheld at the Associations sole discretion. Any landscaping of drainage easements by the Declarant must be approved in advance and in writing by the ACC.

ARTICLE IV. ARCHITECTURAL CONTROL

No Dwellings or Improvements may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with the ACC requirements set forth herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being incorporated herein by reference, including, but not limited to the obtaining of prior approval of the ACC for preliminary design plans and final plans and specifications for such Improvements and the obtaining of Building Permits and Certificates of Occupancy from such ACC at the appropriate times. Nothing herein shall be construed to waive the requirement of all Dwellings and Improvements on each Lot to be approved by the ACC according to their customary approval requirements and process.

ARTICLE V. ASSESSMENTS

[DELETED IN ITS ENTIRETY – ASSESSMENTS ARE ADDRESSED IN THE UMBRELLA DECLARATION]

ARTICLE VI. SIZE OF DWELLING

The total floor area of the main structure of any Dwelling shall not be less than two thousand six hundred square feet (2,600 sq. ft.) if one-story and three thousand square feet (3,000 sq. ft.) if more than one-story. In the event of any disagreement as to whether a Dwelling is to be considered one-story or greater, such determination will be made by the ACC in its sole and absolute discretion. The minimum square footage requirements shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature that are typically not air-conditioned. The total floor area of the air conditioned structures of any Dwelling shall not exceed the lesser of 50% of the lot size or 6,000 sq ft, with the exception of Block 40. Lot 50, which can have total floor area of the air conditioned structures of the Dwelling no greater than 8,000 sq. ft.

ARTICLE VII. OUTBUILDING REQUIREMENTS

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 must be approved in advance and in writing by the ACC.

ARTICLE VIII. EXTERIOR WALLS

1. All exterior walls of a Dwelling 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, rock, rock veneer, clay, ceramic tile and rammed earth. Brick will be allowed only as an accent and cannot cover more than 10% of the exterior of a house. Notwithstanding the above, the ACC is empowered to allow a variance to accommodate design or material, to comply with historical authenticity standards of period architecture from Andalucia, Spain, provided it does

not conflict with the surrounding homes. It is expressly intended that exterior walls exclude soffits and fascia.

The following stucco colors will not be allowed in the Subdivision:

- Red
 - Yellow
 - Green
 - Blue
 - Purple
 - Turquoise
 - Pink
 - Black
 - Gray
 - Florescent
2. Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be approved in advance by the ACC.
 3. Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch as possible and readily visible from the street. Such illumination shall be provided by a light on a photoelectric cell and shall not have a bypass switch. It is intended that house identification number be readily visible at all times to assist emergency vehicles in locating the Dwelling.
 4. Foundation slab in the front of the house should be painted the same color as the exterior wall and should not be exposed by more than two (2) feet in the front of the house.

ARTICLE IX. WALLS, FENCES AND GATES

All walls and fences in the Subdivision must be approved in advance by the ACC and shall be of the following composition:

1. All masonry (brick only for accent not to exceed 10% of fence surface); or
2. All rammed earth; or
3. All wrought iron; or
4. Any combination of wrought iron, rammed earth and/or masonry; or
5. Any other material that, in the opinion of the ACC, is compatible with the style of the main Dwelling.

No fence, wall, or hedge shall be built or maintained anterior to the front elevation of the Dwelling, except for courtyard walls, 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 advance and in writing.

No chain-link fences may be built or maintained on any Lot. No wall or fence shall be greater than six feet (6') in height.

All gates shall be solid wood door-type or wrought iron consistent with the architecture of the Dwelling situated on the Lot. Declarant shall construct a fence or wall, as approved by the

ACC, along the property line abutting Mission Park. Such fence or wall shall be constructed at the time of construction of Phase A.

Required Fences:

- 1) Block 40, Lots 35, 36, 37, 38, 39, 40 are required to have a fence at the rear property line that has a minimum height of three ft. If the fence is solely made out of wrought iron, there shall be a masonry column at the two back corners of the property and the home owner will be required to have vegetation inside the fence for visual screening. The preferred list of vegetation includes high density vegetation like Sweet Viburnum, Viburnum Suspensum, Yapon Holly, Texas Sage, or other plants similar in look and density as approved by the ACC. If the fence is masonry based, it shall not be required to have vegetation for visual screening and it shall not impede drainage from the lot to the vegetative filter behind the lot
- 2) Corner lots are required to have visual screening approved in advance by the ACC, facing the side street (listed below in the table) from the back property line to the shorter of 40 feet or rear dwelling wall to prevent visibility into backyards. If landscaping is used for visual screening, the landscaping must be approved in advance by the ACC and will consist of non-deciduous plant material. The preferred list of plants includes high density vegetation like Sweet Viburnum, Viburnum Suspensum, Yapon Holly, Texas Sage, or other plants similar in look and density as approved by the ACC. A wrought iron or masonry fence may be installed in addition to the vegetation buffer if approved in advance and in writing by the ACC

Block/Lot	Side Street Requiring Fence
Block 40 Lots 1, 13, 14, 21, 22, 29, 30, 45, 46, 54, 55, 62, 63, 74, Block 41 Lots 1, 6 Block 42 Lots 3, 4	Via Andalucia
Block 41 Lots 3, 4	Rhonda de Cadiz
Block 42 Lots 1, 6	Plaza de Cadiz

ARTICLE X. PAVED SURFACES

All paved surfaces visible from any adjacent street (including patios, stoops, stairs, steps, walkways and driveways), shall be stone masonry (with or without brick accents), pavers (stone, brick or concrete) or exposed concrete aggregate. All paved surfaces not visible from any adjacent street shall be, as a minimum, exposed concrete aggregate.

ARTICLE XI. 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 onto any Lot in the Subdivision. 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 XII. MODEL HOME

Model homes are allowed in the Subdivision, however, any model home constructed on a Lot must be approved in advance and in writing by the ACC. If a model home is approved by the ACC, 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 in Andalusia at the Dominion must be approved by the HOA.

ARTICLE XIII. 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 Improvements for sale or lease, except as expressly permitted hereunder. The ACC shall establish standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which such sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale", "For Lease", "Available" or any other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or Owner's agent (it can only have the Owner's name, logo and phone number, along with block/lot number). The ACC specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwelling on such 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 to, but is not obligated to install a sign at the entrance of the Subdivision showing names and logos of builders building in the Subdivision. If a Declarant decides to install such a sign, the sign must be approved in advance and in writing by the ACC prior to installation.

ARTICLE XIV. MAINTENANCE

1. Lot Maintenance. Grass, weeds, shrubs and all vegetation on each Lot shall be kept mowed and/or 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.

2. Default. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirement or any other maintenance requirements set forth or provided for in this Declaration or the Umbrella Declaration, then in such event the Declarant and/or 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.

Declarant and/or 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 Association the cost of any such maintenance or removal or repair upon demand.

3. Reservation. Each Owner by acceptance of a Deed to such Owner's Lot hereby grants to the Declarant and the Association the right to do the following:

Each Owner agrees to paint the wood surfaces (soffits and fascia) of the exterior of his Residence as often as needed, but in no event less often than once every five (5) years. Each Owner shall, in addition, be responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of Owner's Dwelling or any Improvements constructed on the Owner's Lot. Should the Owner not properly maintain his Dwelling or Improvements, as set out herein, the Declarant and/or the Association shall be granted the right to contract for such services and bill the Owner the cost of such maintenance. If the maintenance or corrective action is prosecuted by the Association, the cost of such corrective work (including a reasonable management and administrative fee, and any costs incurred by the Association to compel compliance by the Owner) shall be deemed an assessment enforceable as a lien under the Umbrella Declaration.

ARTICLE XV. UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision 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 which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company or the Association is responsible. The Declarant, the Association, or any utility company using the easements herein or referred to shall not 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.

ARTICLE XVI. VEHICLES

No trailer, tent, boat, recreational vehicle, all terrain vehicle (ATV), or stripped down, wrecked, junked, or inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the 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, Common Properties, or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted on any Lot or 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 8 hours) parked for the purpose of serving such Lot.

ARTICLE XVII. NUISANCES

No noxious or offensive activity 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.

No Owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect other Dwellings or property encumbered by the Umbrella Declaration. No blasting shall be conducted on any Lot without a permit being issued by the ACC.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to 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 ACC 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.

No exterior speakers, 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 XVIII. GARBAGE AND REFUSE DISPOSAL: TRASH RECEPTACLE AREAS; AND ENCLOSURES

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 ACC, 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 in said subdivision. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling, must be able to house two (2) 96 gallon containers, and so designed as to their users and collectors in a manner approved by the ACC. Trash enclosure gates shall be wrought iron with mesh backing to obscure trash from view.

ARTICLE XIX. ANIMALS

No sheep, goats, horses, cattle, swine (including pot bellied pigs), poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Subdivision, 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 the 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 XX. 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 XXI. 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.

ARTICLE XXII. RADIO OR TV ANTENNA AND SOLAR PANELS

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 ACC, other than small satellite TV dishes no more than twenty-four inches (24") in diameter that are not visible from the street.

No solar panels or other similar apparatus shall be placed on any Dwelling in such a manner that it is visible from the street facing the front of the Dwelling. The ACC reserves the right to allow installations of solar panels visible from the street facing the front of the Dwelling if the solar panels are integrated into the roofing material or are low profile and in ACC's opinion the aesthetics of the solar panel installation does not negatively affect the theme and ambiance of the Subdivision.

ARTICLE XXIII. DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are reserved as shown on the Subdivision Plat, such easements being depicted as "drainage easements". No Owner of any Lot may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

1. alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; or
2. alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ACC; or
3. construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
4. permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
5. place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements either in temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ACC and/or the Declarant and/or Association, and such ACC and/or Declarant and/or Association shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement affecting the Subdivision.

ARTICLE XXIV. MAILBOXES

No mailboxes shall be erected and maintained upon any Lot. A central mailbox shall be provided by Declarant and such structure and the location thereof shall be approved in advance and in writing by the ACC.

ARTICLE XXV. CONSTRUCTION TRAILERS

With the advance written approval of the ACC, Declarant may place a construction trailer on a Lot for its use during construction of Improvements and Dwellings. In addition, with the advance

approval of the ACC, builders may place construction trailers on their Lots during construction of Dwellings provided there are no more than a total of three (3) construction trailers within the Subdivision. Builders allowed to place construction trailers within the Subdivision 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 ACC will be allowed to remain until the builder no longer owns a Lot.

ARTICLE XXVI. ATHLETIC FACILITIES

Tennis courts are not permitted. No basketball goals or backboards, play equipment, swings, trampolines, or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street or an adjoining Lot and without the prior written consent of the ACC.

ARTICLE XXVII. PARKING AND GARAGES

1. Each Dwelling shall be provided with a minimum of two and a maximum of four permanent, off-street, enclosed parking spaces, except for Block 40, Lot 50, which can have a maximum of five permanent, off-street, enclosed parking spaces. If a dwelling only has a two car garage, the garage shall not be direct load. Three or more car garages can have no more than two direct load garages and such direct load garages shall be constructed at least 15 ft behind the front elevation wall of the Dwelling. For Lots that are accessible from two streets (corner lots), if the direct load garage faces the side entrance for the house, the direct load garage has to be at least 5 ft behind the side elevation of the Dwelling. In the event of any disagreement regarding what constitutes the side elevation of a Dwelling, the decision of the ACC shall be final and conclusive. Enclosed parking stalls for golf carts are encouraged, and golf carts shall not be stored where visible at any time from any street. In addition, the following restrictions apply to specific Lots with regards to garages:

Block/Lot	Restriction
Block 40, Lot 1	No garage facing Via Andalucia street
Block 40, Lot 74	No garage facing Via Andalucia street

2. Garage door openers shall be required for all garages.
3. Interior walls of all garages must be finished [i.e., taped, floated and painted as a minimum].
4. A minimum of a two car garage must be maintained for storage of automobiles and other vehicles and related purposes
5. Parking on any street by any Owner is prohibited. Parking regulations as established by the Association from time to time are incorporated herein by reference.

ARTICLE XXVIII. ROOFS

All roof materials for primary and accent roofs shall be of natural materials and shall be comprised of the following materials:

1. Concrete tile; or

2. Clay tile (medium and large barrel only)

The following roof colors may only be used for accent purposes limiting to no more than 10% of the roof surface area and will require ACC approval in advance and in writing:

1. Yellow
2. Green
3. Blue
4. Purple
5. Turquoise
6. Pink
7. White
8. Silver
9. Gold

No polished or reflective finished roof shall be permitted. Non-polished and non-reflective metal roof structures or ceramic tiles will only be allowed as an accent limiting to no more than 10% of roof surface area and if approved in advance in writing by the ACC. Use of such accents will require ACC approval based on the overall design of the home and how it fits into the concept and theme of the Subdivision.

Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the adjacent street. Skylights are discouraged but if utilized they must be low profile (no bubble) and receive prior approval of the ACC.

No flat roofs will be allowed in the Subdivision.

ARTICLE XXIX. 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 ACC 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 XXX. SITE DEVELOPMENT REGULATIONS

Dwelling Setbacks: The following setbacks are required for each Lot:

- a. Sides: 5' minimum except as specified below
- b. Front: 20' minimum
- c. Rear: 20' minimum except as specified below

The following Lots will have Dwelling setbacks that are different from those specified above:

Lot	Front Setback	Side Setbacks	Rear Setback
Block 40, Lot 1	20 ft from Sevilla Circle	15 ft from Via Andalucia and 5 ft from Block 40, Lot 2	10 ft
Block 40, Lot 2	20 ft from Sevilla Circle	5 ft on each side	10 ft

Block 40, Lot 3	20 ft from Sevilla Circle	5 ft on each side	10 ft
Block 40, Lot 4	20 ft from Sevilla Circle	5 ft on each side	10 ft
Block 40, Lot 13	20 ft from Almeria Circle	15 ft from Via Andalucia and 5 ft from Block 40, Lot 12	20 ft
Block 40, Lot 14	20 ft from Granada Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 15	20 ft
Block 40, Lot 21	20 ft from Granada Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 20	20 ft
Block 40, Lot 22	20 ft from Malaga Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 23	20 ft
Block 40, Lot 29	20 ft from Malaga Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 28	20 ft
Block 40, Lot 30	20 ft from Sevilla Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 31	20 ft
Block 40, Lot 33	20 ft from Sevilla Way	15 ft from Block 40, Lot 34 and 5 ft from Block 40, Lot 32	20 ft
Block 40, Lot 34	20 ft from Sevilla Way	15 ft from Block 40, Lot 33 and 5 ft from Block 40, Lot 35	20 ft
Block 40, Lot 41	20 ft from Sevilla Way	16 ft from Block 40, Lot 42 and 5 ft from Block 40, Lot 40	20 ft
Block 40, Lot 42	20 ft from Sevilla Way	16 ft from Block 40, Lot 41 and 5 ft from Block 40, Lot 33	20 ft
Block 40, Lot 45	20 ft from Sevilla Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 44	20 ft
Block 40, Lot 46	20 ft from Malaga Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 47	20 ft
Block 40, Lot 49	20 ft from Malaga Way	16 ft from Block 40, Lot 50 and 5 ft from Block 40, Lot 48	20 ft
Block 40, Lot 54	20 ft from Malaga Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 53	20 ft
Block 40, Lot 55	20 ft from Granada Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 56	20 ft
Block 40, Lot 58	20 ft from Granada Way	16 ft from Block 40, Lot 903 (variable width drainage easement lot) and 5 ft from Block 40, Lot 57	20 ft
Block 40, Lot 62	20 ft from Granada Way	15 ft from Via Andalucia and 5 ft from Block 40, Lot 61	20 ft
Block 40, Lot 63	20 ft from Almeria Circle	15 ft from Via Andalucia and 5 ft from Block 40, Lot 64	20 ft

Block 40, Lot 66	20 ft from Almeria Circle	16 ft from Block 40, Lot 67 and 5 ft from Block 40, Lot 65	20 ft
Block 40, Lot 67	20 ft from Plaza De Cadiz	20 ft from Block 40, Lot 66 and 5 ft from Block 40, Lot 68	20 ft
Block 40, Lot 71	20 ft from Sevilla Circle	5 ft on each side	10 ft
Block 40, Lot 72	20 ft from Sevilla Circle	5 ft on each side	10 ft
Block 40, Lot 73	20 ft from Sevilla Circle	5 ft on each side	10 ft
Block 40, Lot 74	20 ft from Sevilla Circle	15 ft from Via Andalucia and 5 ft from Block 40, Lot 73	10 ft
Block 41, Lot 1	20 ft from Sevilla Circle	15 ft from Via Andalucia and 5 ft from Block 41, Lot 2	20 ft
Block 41, Lot 3	20 ft from Sevilla Circle	15 ft from Ronda de Cadiz and 5 ft from Block 41, Lot 2	20 ft
Block 41, Lot 4	20 ft from Almeria Circle	15 ft from Ronda de Cadiz and 5 ft from Block 41, Lot 5	20 ft
Block 41, Lot 6	20 ft from Almeria Circle	15 ft from Via Andalucia and 5 ft from Block 41, Lot 5	20 ft
Block 42, Lot 1	20 ft from Sevilla Circle	15 ft from Plaza de Cadiz and 5 ft from Block 42, Lot 2	20 ft
Block 42, Lot 3	20 ft from Sevilla Circle	15 ft from Via Andalucia and 5 ft from Block 42, Lot 2	20 ft
Block 42, Lot 4	20 ft from Almeria Circle	15 ft from Via Andalucia and 5 ft from Block 42, Lot 5	20 ft
Block 42, Lot 6	20 ft from Almeria Circle	15 ft from Plaza de Cadiz and 5 ft from Block 42, Lot 5	20 ft

Driveway Setbacks. Driveway apron setbacks shall be a minimum of three feet (3') from any side property line on all Lots.

ARTICLE XXXI. HEIGHT LIMITATIONS

The maximum height of each Dwelling shall be thirty-five feet (35'), measured from the top of the roof ridge to the average finished grade of the Lot. The height of all other Improvements must be approved in advance and in writing by the ACC.

ARTICLE XXXII. IRRIGATION

All Lots must be irrigated by sprinkler systems approved by the ACC and in accordance with the irrigation plan approved by the ACC. In all such systems, a pressure type vacuum breaker or double check valve backflow preventer, as approved by the water provider for the Subdivision, must be installed to prevent contamination of the domestic water supply for the Subdivision. 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.

ARTICLE XXXIII. GUTTERING

All Dwellings must be guttered, in a manner approved in advance and in writing by the ACC, with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

ARTICLE XXXIV. TREE PROTECTION

Trees on each Lot will benefit all residents in the Subdivision; and, consequently, it is the Declarant's intent to retain the overall character of the tree massing in the development. To prevent the unnecessary damage or death to existing trees, the Declarant, Lot Owner, his/her architect, and/or builder will be required to comply with the tree care and protection rules that may be promulgated from time to time by the Association or the ACC. 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 XXXV. LANDSCAPING/IRRIGATION INSTALLATION

Landscaping plans and specifications for each Lot must be submitted to the ACC and approved in writing by the ACC prior to installation. 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. In view of the major emphasis placed by Declarant and the ACC on landscaping, the ACC expressly reserves the right to require the landscape and irrigation plans to include the planting of trees by Owner, if, in the opinion of such ACC such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole. 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.

Existing vegetation shall be preserved in its natural state insofar as is practical by minimizing its removal. Introduced plant material shall be used to shade and cool, direct wind movements, enhance architectural features, relate structure design to the site, visually screen non-compatible uses, and ameliorate the impact of noise. All landscaping plant material shall be selected from a plant material list 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 and Umbrella Declaration.

ARTICLE XXXVI. SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in the Subdivision shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one Dwelling and landscaped area at the time either of said Lots is first improved, provided that such combination is approved in advance in writing by the ACC. If the additional lot(s) are landscaped and made part of the Dwelling, all lots will be combined into one lot and will be treated as one lot for purposes of voting or any allocation of assessments (regular or special). If the additional lot (s) are left unimproved as separate lots, such

combination of Lots shall be treated for such purposes of voting or of any allocation of assessments (regular and special) as separate Lots.

ARTICLE XXXVII. WINDOW TREATMENT

No aluminum foil, reflective film, paper, mini blinds 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 limited to windows and doors unless approved by the ACC.

ARTICLE XXXVIII. VISUAL ACCESS AT INTERSECTIONS

To allow for adequate sight distance at all street and alley intersections within the Subdivision, 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 XXXIX. PRIVATE STREETS

The streets in the Subdivision are private and will be conveyed to the Association in accordance with Article III..

ARTICLE XL. THE DOMINION PLANNED UNIT DEVELOPMENT

All Lots are hereby made subject to the terms and provisions of the Umbrella Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, filed for record under Volume 2956, Page 61, et seq. of the Official Public Records of Bexar County, Texas. 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.

ARTICLE XLI. 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, 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 the 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 the Declarant, the Association, the ACC or any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XLII. TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them, and all subsequent Owners of said above described Lots located within the Subdivision for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2060, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of legal title to seventy percent (70%) of the property subject to the Umbrella Declaration has been recorded agreeing to revoke them, provided that no person, corporation or other entity shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the Subdivision. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document; but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon respective parties.

ARTICLE XLIII. ENFORCEMENT

If the parties hereto, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning a Lot situated in the Subdivision, 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) to recover court costs and reasonable attorney's fees. Neither the Declarant nor the Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to enforce shall never give rise to any liability whatsoever on the part of the Declarant, Declarant's successors or assigns, the Association, or the Board of Directors of the Association. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant nor the Association shall be subject to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained. Further, if the Board 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 Owner violating this 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 XLIV. 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 XLV. NON-JUDICIAL FORECLOSURE

To secure the payment of assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, 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, 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 or incurred, 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.

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:

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

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.

If requested by the Association to foreclose this lien, the Trustee shall:

a) 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

b) 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

c) From the proceeds of the sale, pay, in this order: (i) expenses of foreclosure; (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.

3. 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 maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

4. 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.

5. It is the intent of the provisions of this Section 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.

6. Any liens created by this Article XLV shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all liens securing 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 XLVI. ASSESSMENT BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this 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 Section shall constitute an event that may give rise to the remedies provided in Article XLV herein.

ARTICLE XLVII. PRIOR LIENS

It is specifically provided that a violation of these protective covenants, or any one or more of them, shall be enforceable by the provisions herein and any provisions contained in the Umbrella Declaration of Covenants, Conditions, Easements and Restrictions, as recorded and/or amended; and, in the event that the Association expends any funds for the enforcement of these provisions, that all such sums, including, but not limited to, the cost of collection, reasonable attorney's fees, and court costs, will thereupon become a continuing lien and charge on the property of the violator and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the property, except only for tax liens and all liens securing sums unpaid on a first lien mortgage or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary with the Association. To evidence the aforesaid lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness and the name of the Owner of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk for Bexar County, Texas. Such lien for payment of sums shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or the foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs expenses, and attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Subdivision.

ARTICLE XLVIII. RESERVATION OF RIGHTS

The 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 the Declarant pursuant to this Article shall require the joinder and approval of the Association, acting through a majority of the Board, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder and approval by a written, recorded instrument. No other joinder or approval shall be required.

ARTICLE XLIX. AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision, with the joinder and approval of the Board, 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 and approval of the Declarant unless Declarant specifically waive this requirement by a written recorded instrument, which approval shall not be

unreasonably withheld. The Declarant is expressly permitted to amend the restrictions and covenants set forth herein with the joinder and approval of the Board prior to the sale of any Lot to a third party. No amendment to this Declaration will purport to withdraw the Subdivision or any Lot from the Umbrella Declaration or the jurisdiction of the Association without the advance written approval of the Board.

ARTICLE L. NOTICE

Whenever written notice to an Owner (or Owners) is permitted or required hereunder, such shall be given by the mailing of such 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 the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

ARTICLE LI. 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 LII. 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 LIII. 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 LIV. 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 LV. 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 LVI. FIREARMS, PROJECTIONS AND WEAPONS

The discharge of any firearms, including BB guns and pellet guns, within the Subdivision or adjacent lands owned in whole or in part by Declarant or located within The Dominion Planned Unit Development is strictly prohibited and each Owner shall ensure that his 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 LVII. SIDEWALKS

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

ARTICLE LVIII. SUBMITTALS TO DECLARANT

In addition to the ACC requirements in the Umbrella Declaration which are incorporated herein by reference, including but not limited to, the obtaining of prior approval of the ACC for preliminary design submittals and for final design submittals (i.e. final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration, every Owner shall be required to provide Declarant at The Panhandle at Brenthurst, LLC 24165 IH-10 West #217-641, San Antonio, Texas 78257 (or at the address of its registered agent in the records of the Texas Secretary of State) with copies of preliminary design submittals and final design submittals for approval by Declarant that the improvements proposed thereon are of good architectural design, quality and proper size compatible with the Declarant's conceptual plan for the subdivision, prior to such items being submitted to the Committee. Declarant may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of the other homeowners or to preserve the serenity and natural beauty of the surroundings.

EXECUTED this 3rd day of OCTOBER, 2011.

The Panhandle at Brenthurst, LLC.

By: _____

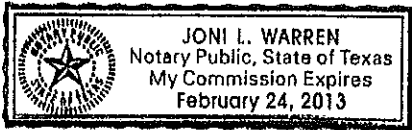
By: Rajeev Puri
Rajeev Puri, Manager

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 3rd day of October, 2011, by _____ of _____ of The Panhandle at Brenthurst, LLC., a Texas limited liability company.



Joni L. Warren
Notary Public, State of Texas

Consented to Lien Holders:

Texas Capital Bank, National Association

By: _____
Printed Name: Laura G. Pugh
Title: EVP

After recording, return to:
The Panhandle at Brenthurst, LLC.
24165 IH-10 West #217-641
San Antonio, Texas 78257

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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 03 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110176547 Fees: \$116.00
10/03/2011 3:15PM # Pages 26
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

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52973-1 06/20/2011