

**SCANNED**



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



## TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	1
ARTICLE II. USE.....	4
ARTICLE III. TITLE TO AND MAINTENANCE OF COMMON PROPERTIES .....	4
ARTICLE IV. ARCHITECTURAL CONTROL .....	6
ARTICLE V. ASSESSMENTS.....	6
ARTICLE VI. SIZE OF DWELLING .....	6
ARTICLE VII. OUTBUILDING REQUIREMENTS.....	6
ARTICLE VIII. EXTERIOR WALLS .....	7
ARTICLE IX. WALLS, FENCES AND GATES.....	7
ARTICLE X. PAVED SURFACES .....	8
ARTICLE XI. TEMPORARY STRUCTURES.....	8
ARTICLE XII. PLAN REPETITION .....	8
ARTICLE XIII. SIGNS.....	9
ARTICLE XIV. MAINTENANCE .....	9
ARTICLE XV. UTILITY EASEMENTS .....	10
ARTICLE XVI. VEHICLES.....	10
ARTICLE XVII. NUISANCES.....	10
ARTICLE XVIII. GARBAGE AND REFUSE DISPOSAL: TRASH RECEPTACLE AREAS; AND ENCLOSURES .....	11
ARTICLE XIX. ANIMALS.....	11
ARTICLE XX. OIL AND MINING OPERATIONS.....	11
ARTICLE XXI. INDIVIDUAL WATER AND SEWAGE SYSTEMS .....	11
ARTICLE XXII. RADIO OR TV ANTENNA AND SOLAR PANELS .....	11
ARTICLE XXIII. DRAINAGE EASEMENTS.....	12
ARTICLE XXIV. MAILBOXES .....	12
ARTICLE XXV. CONSTRUCTION TRAILERS.....	12
ARTICLE XXVI. ATHLETIC FACILITIES.....	13
ARTICLE XXVII. PARKING AND GARAGES.....	13
ARTICLE XXVIII. ROOFS .....	13
ARTICLE XXIX. BURGLAR AND FIRE ALARMS .....	14
ARTICLE XXX. SITE DEVELOPMENT REGULATIONS.....	14
ARTICLE XXXI. HEIGHT LIMITATIONS .....	15
ARTICLE XXXII. IRRIGATION .....	15
ARTICLE XXXIII. GUTTERING.....	15
ARTICLE XXXIV. TREE PROTECTION.....	15
ARTICLE XXXV. LANDSCAPING/IRRIGATION INSTALLATION.....	16
ARTICLE XXXVI. SUBDIVISION OR COMBINATION OF LOTS.....	16
ARTICLE XXXVII. WINDOW TREATMENT .....	16
ARTICLE XXXVIII. VISUAL ACCESS AT INTERSECTIONS.....	16
ARTICLE XXXIX. PRIVATE STREETS .....	17
ARTICLE XL. THE DOMINION PLANNED UNIT DEVELOPMENT .....	17
ARTICLE XLI. WAIVERS AND LACHES.....	17
ARTICLE XLII. TERM.....	17
ARTICLE XLIII. ENFORCEMENT .....	17
ARTICLE XLIV. INVALIDATION.....	18
ARTICLE XLV. NON-JUDICIAL FORECLOSURE .....	18
ARTICLE XLVI. ASSESSMENT BY AWARD OR JUDICIAL DECREE.....	19

ARTICLE XLVII. PRIOR LIENS.....19  
ARTICLE XLVIII. RESERVATION OF RIGHTS .....20  
ARTICLE XLIX. AMENDMENT .....20  
ARTICLE L. NOTICE.....20  
ARTICLE LI. TITLE .....20  
ARTICLE LII. INTERPRETATION .....20  
ARTICLE LIII. OMISSIONS .....21  
ARTICLE LIV. GENDER AND GRAMMAR .....21  
ARTICLE LV. BUILDING CODES .....21  
ARTICLE LVI. FIREARMS, PROJECTIONS AND WEAPONS .....21  
ARTICLE LVII. SIDEWALKS .....21  
ARTICLE LVIII. SUBMITALS TO DECLARANT .....21

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

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

**THAT, Aragon Properties, Ltd., a Texas limited partnership, and The Panhandle at Brenthurst, LLC, a Texas limited liability company** (hereinafter called "Declarants"), being the owners of all of the lots situated within that certain subdivision (the "Subdivision") known as Brenthurst at the Dominion, Phase-1 (Planned Unit Development) and also known as Aragon at The Dominion Planned Unit Development, according to the plat of the said subdivision recorded in Volume 9631, Page 141-144 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 with respect to Phase 1A (as defined below) shall mean Aragon Properties, Ltd. and any other single party to whom Aragon Properties, Ltd. assigns in writing all of its rights as Declarant hereunder. Declarant with respect to Phase 1B (as defined below) means The Panhandle at Brenthurst, LLC and any other single party to whom The Panhandle at Brenthurst, LLC assigns in writing all of its rights as Declarant hereunder. No assignment of a Declarant's rights is valid unless approved by a majority of the Board of Directors of the Association ("Board"), in writing, except that an assignment of a Declarant's rights by one Declarant to the other Declarant is valid without such approval. In the event of an assignment from one Declarant to another, a copy of such assignment will be provided to the Association.
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. Each 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. Phase 1A shall mean the following Lots:

<b>Phase</b>	<b>Block</b>	<b>NCB</b>	<b>Lot Number</b>
1A	38	16385	1
1A	38	16385	2
1A	38	16385	3
1A	38	16385	4
1A	35	16385	1
1A	35	16385	2
1A	35	16385	3
1A	35	16385	4
1A	35	16385	5
1A	35	16385	6
1A	35	16385	7
1A	35	16385	8
1A	36	16385	1
1A	36	16385	2
1A	36	16385	3
1A	36	16385	4
1A	36	16385	5
1A	36	16385	6

1A	37	16385	9
----	----	-------	---

10. Phase 1B shall mean the following Lots:

<b>Phase</b>	<b>Block</b>	<b>NCB</b>	<b>Lot Number</b>
1B	35	16385	9
1B	35	16385	10
1B	35	16385	11
1B	35	16385	12
1B	35	16385	13
1B	35	16385	14
1B	36	16385	7
1B	36	16385	8
1B	36	16385	9
1B	36	16385	10
1B	36	16385	11
1B	36	16385	12
1B	36	16385	13
1B	36	16385	14
1B	36	16385	15
1B	36	16385	16
1B	36	16385	17
1B	37	16385	1
1B	37	16385	2
1B	37	16385	3
1B	37	16385	4

1B	37	16385	5
1B	37	16385	6
1B	37	16385	7
1B	37	16385	8
1B	37	16385	10
1B	37	16385	11
1B	37	16385	12
1B	37	16385	13
1B	37	16385	14

"Phase" shall refer to Phase 1A or Phase 1B, and "Phases" refers to Phase 1A and Phase 1B, collectively.

**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.

Maintenance of Common Properties: Since the Lots will be developed in two Phases (Phase 1A and Phase 1B), maintenance of all Common Properties will be conveyed to the HOA in phases as described hereafter. Maintenance of all Common Properties for a Phase shall be the sole responsibility of the Declarant for such Phase 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: