

FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR THE CRESCENT I
AT THE DOMINION
THE DOMINION PLANNED UNIT DEVELOPMENT
Phase 14D-Tract I

97- 0180634

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

This First Amendment to Declaration of Protective Covenants for the Crescent I at the Dominion (The Dominion Planned Unit Development) (Phase 14D-Tract I) ("First Amendment") is made effective this 18th day of December, 1997, by VRR, LTD., a Texas limited partnership ("Declarant"), joined herein for approval purposes by The Dominion Homeowners' Association, a Texas non-profit corporation, and is as follows:

RECITALS

WHEREAS, Declarant made and entered into that certain Declaration of Protective Covenants for the Crescent I at the Dominion-The Dominion Planned Unit Development-Phase 14D-Tract I ("Declaration"), dated effective December 20, 1996, and recorded in Volume 6963, Page 2037, et. seq. of the Real Property Records of Bexar County, Texas; and

WHEREAS, the Dominion Homeowners' Association, a Texas non-profit corporation joined in the execution of the Declaration for the purpose of approving the same; and

WHEREAS, the Declaration pertains to certain real property described therein, including that certain 15.608 acre tract of land described on Exhibit A attached to this First Amendment; and

WHEREAS, the undersigned being all of the parties entitled to amend the Declaration under the terms and provisions thereof, hereby amend the declaration as set forth below.

AMENDMENTS

The Declaration is hereby amended as follows:

1. Article III, Title to Common Properties is hereby amended to read as follows:

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ARTICLE III.

TITLE TO COMMON PROPERTIES

The private streets, greenbelts and other so-called "Common Properties" situated within the subdivision, which are earlier identified herein as the "Common Properties", shall be deeded in fee to the Association (free and clear of any liens or other encumbrances) at such time as the following conditions have been met:

- (1) The Association has verified the condition of the Common Properties and Improvements thereto as provided hereafter.

Until all conditions above have been met, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof.

After its acceptance of Deed(s) to the Common Properties, the Association shall be responsible for the maintenance, upkeep, and repair of such Common Properties situated within the subdivision. Prior to the time the Association's responsibility begins, Declarant shall provide evidence satisfactory to the Association that all Common Properties and Improvements thereto have been maintained properly and are in a state of good repair. No assessments shall be imposed on any of the Common Properties until such time as the same have been constructed and deeded to the Association. Declarant shall complete all Improvements to Common Properties within 180 days from the recordation of the plat of the subdivision. After the Association has accepted title to the Common Properties, the Association shall be entitled to impose separate maintenance assessments on each Lot Owner for the maintenance and repair thereof. These separate assessments are referred to herein as "Neighborhood Assessments" and are defined in Article XV below.

2. Article VII, Outbuilding Requirements is hereby amended to read as follows:

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 shall be subject to the prior written approval of the Committee.

3. Article X, "Fences/Security Gates", is modified to add the following:

(i) The definition of "Gates" as contained in Article X is hereby amended as follows in order to delete the word "Main" from said definition.

Gates: Declarant may install a decorative security gate ("Security Gate") at the entrance to the subdivision at Admiral's Way. The design and location of the Security Gate shall be subject to approval by the Committee. The Security Gate, and all mechanisms and support walls associated therewith shall be part of the Common Properties described herein, and shall be maintained by the Association through the imposition of additional assessments to the Owners of all Lots in the subdivision. The final plans and specifications for all entry walls, security gates, lighting and landscaping associated with any entry feature and/or gate must be approved by the Association.

(ii) "A ten (10) foot maintenance easement is hereby created and reserved by Declarant on Lot 9 and Lot 12 in an area of each such Lot adjacent to and along the decorative entryway walls, fences and gates constructed by Declarant at the entrance to the subdivision. Such easement is created to provide access over and across Lot 9 and Lot 12, within the ten (10) foot area adjacent to any such structure, for the purpose of painting, repairing, modifying and maintaining the landscaping, walls, fences, lights, electrical components, utility lines, gates, gate tracks, gate motors, gate mechanisms and other related structures which are part of the entry features of the subdivision. Notwithstanding the above, it shall be the obligation of the Owners of Lot 9 and Lot 12 to regularly maintain the landscaping within the portion of the ten (10) foot maintenance easement area on each respective Lot in the event the Association does not otherwise maintain the same."

(iii) An sliding gate easement is hereby created and reserved over and across a portion of Lot 9 and Lot 12, at the location the subdivision entry gate is ultimately installed, to such extent as is necessary to accommodate the sliding entry gate, the track installed in connection therewith, and related gate mechanisms necessary for the proper installation, operation, repair, and maintenance of the subdivision entry gate and related features; it being declared and acknowledged that a portion of the sliding entry gate, the track it will slide on, and related gate mechanisms will be located on such portion of Lot 9 and Lot 12.

4. Article XIV, "Maintenance", is modified to add the following:

"The Owners of Lot 9 and Lot 12 acknowledge that the Declarant will construct a fence at the boundary of each such Lot along Dominion Drive (such fence to be constructed in compliance with this Declaration, and as approved by the Association, and in a location approximately 26 feet from Dominion Drive and along the portion of the lot line of Lot 9 and Lot 12 which runs generally parallel to Dominion Drive). The Owners of Lot 9 and Lot 12 will maintain (in

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accordance with the requirements and standards of this Article XIV) all land area up to the actual fence line (even though the actual location of the fence may not be constructed to follow the Lot line exactly), including the areas around each column or footing along and inside the fence.”

5. The subsection entitled “Commencement Date of Annual Assessment” under Article XV, Assessments is hereby amended to read as follows:

“Commencement Date of Annual Assessment: Assessments provided for herein (including Association assessments, Neighborhood Assessments, and other assessments described herein) shall commence on the earlier of (i) the date that the title to Common Properties are deeded to the Association, or (ii) the date construction of a Dwelling commences on a Lot. Failure by Declarant to commence assessments by any particular date shall not be deemed as a waiver of Declarant to thereafter cause the commencement of same. Each Owner of each Lot will be responsible for the payment of such Assessments from the date such Owner acquires title to any Lot.”

6. Article XXXVII, “Landscaping”, is modified to add the following:

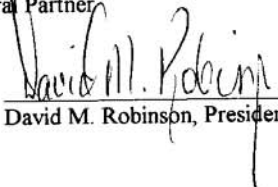
“A fifteen (15) foot landscape easement is hereby created on each Lot, and shall be maintained as a landscaped area by each Lot Owner (such area to be maintained in a clean, mowed, and neat manner in accordance with the maintenance requirements set forth herein), such easement to be on each Lot in an area fifteen (15) feet in depth from the edge of Admirals Way and running parallel to the edge of Admirals Way. Except for driveway aprons, no improvements shall be located in the fifteen (15) landscape area except as otherwise specifically approved by the Association.”

The Declaration shall remain in full force and effect, except as specifically modified by this First Amendment.

DECLARANT:

VRR, Ltd., a Texas limited partnership

By: RRV, Inc., a Texas corporation,
General Partner

By: 
David M. Robinson, President

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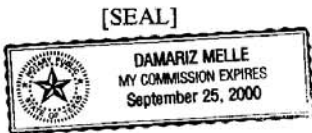
Approved by:

Dominion Homeowners Association,
a Texas nonprofit corporation

By: Susan Wright
Susan Wright, President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

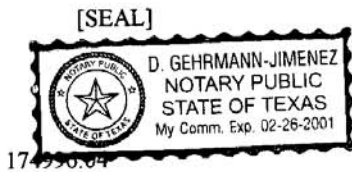
This instrument was acknowledged before me on December 19th, 1997, by David M. Robinson, the President of RRV, Inc., a Texas corporation, the General Partner of VRR, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Damariz Melle
Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on December 17th, 1997, by Susan Wright, President of The Dominion Homeowners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



D. Gehrman-Jimenez
Notary Public in and for the State of Texas

RETURN TO:
COX & SMITH
ATTN: KERRY BENEDICT
112 EAST PECAN STREET, SUITE 1800
SAN ANTONIO, TX 78205-1521

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EXHIBIT A

FIELD NOTES
FOR
TRACT I

February 22, 1996

Being 15.608 acres of land, more or less, out of the J.H. Gibson Survey No. 3, Abstract 300, County Block 4753, Bexar County, Texas and being out of a 135.082 acre tract described in Deed of Trust dated September 4, 1990 and recorded in Volume 4897, Page 1527 of the Real Property Records of Bexar County, Texas. Said tract being more particularly described as follows:

- BEGINNING:** At a found 1/2" iron pin with a red plastic cap stamped OD 1993 said point being the northwest corner of Lot 1, Block 4 of The Dominion Phase 1 P.U.D. recorded in Volume 9503, Page 24 of the Deed and Plat Records of Bexar County, Texas and being on the eastern property line of Dominion Drive as recorded in The Dominion Phase 4A P.U.D. and recorded in Volume 9513, Page 171 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** With the northeast property line of Dominion Drive the following calls:
- With a curve to the right having a radius of 2024.32 feet, a central angle of 13° 54' 59", a chord of 490.47 feet along a bearing of N 45° 08' 15" E, and a length of 491.68 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993;
- N 52° 29' 36" E, 150.36 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993;
- With a curve to the left having a radius of 424.00 feet, a central angle of 30° 17' 46", a chord of 221.59 feet along a bearing of N 36° 59' 39" E, and a length of 224.20 feet to a set 1/2" iron pin with a red plastic cap stamped Overby Descamps;
- THENCE:** Departing the northeast property line of Dominion Drive, S 66° 24' 41" E, 449.13 feet to a set 1/2" iron pin with a red plastic cap stamped Overby Descamps;
- THENCE:** N 76° 56' 18" E, 124.67 feet to a set 1/2" iron pin with a red plastic cap stamped Overby Descamps said point being along the east line of said 135.082 acre tract;
- THENCE:** Along the east line of said 135.082 acre tract the following calls:
- THENCE:** S 01° 00' 21" W, 340.00 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993;
- THENCE:** S 07° 48' 20" W, 249.98 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993 said point being the northwest corner of Lot 10 of The Dominion Phase 1 P.U.D. recorded in Volume 9503, Page 24 of the Deed and Plat Records of Bexar County, Texas;

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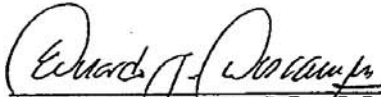
FIELD NOTES
TRACT I
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THENCE: Along the common line of said 135.082 acre tract and The Dominion Phase 1 P.U.D. the following calls:

- S 47° 24' 49" W, 347.13 feet to a found 1/2" iron pin;
- N 73° 03' 28" W, 298.49 feet to a found railroad spike;
- N 57° 57' 29" W, 136.95 feet to a found 1/2" iron pin;
- N 71° 15' 50" W, 338.08 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993; and
- N 51° 47' 45" W, 147.65 feet to the POINT OF BEGINNING and containing 15.608 acres of land, more or less.

A Boundary Survey drawing has been prepared

Date: February 22, 1996



Eduardo J. Descamps, P.E., R.P.L.S.
Registered Professional Land Surveyor No. 3180

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RECORDERS MEMORANDUM

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to : (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

Any provision herein which restricts the sale, rental, or use of the described real property because of form 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 the 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:

DEC 24 1997



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Dec 22 1997

At 4:43pm

Receipt #: 89573
Recording: 15.00
Doc/Mgmt: 6.00

Doc/Num : 97- 0180634

Deputy -Janie Sanchez

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