

AFTER RECORDING RETURN TO:

**ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701**

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
SRP TRACTS

Cross Reference to Declaration of Protective Covenants for P.U.D R-6 Zoning (Raw Land Only – SRP Tracts) recorded in Document No. 20040264960 in the Official Public Records of Bexar County, Texas.

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR SRP TRACTS**

This First Amendment to Declaration of Protective Covenants for SRP Tracts (the "Amendment") is made this 29 day of July, 2013, by GKH Developments, Ltd., a Texas limited partnership ("Declarant") and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

RECITALS:

A. SRP Dominion, LTD., a Texas limited partnership executed that certain Declaration of Protective Covenants for P.U.D. R-6 Zoning (Raw Land Only – SRP Tracts) dated November 17, 2004, and recorded in Document No. 20040264960, of the Official Public Records of Bexar County, Texas (the "SRP Declaration"), for the purpose of creating certain land use restrictions encumbering the property described on Exhibit "A" to the SRP Declaration (the "SRP Tract").

B. Declarant wishes to modify the permitted uses of a portion of the SRP Tract consisting of approximately 7.101 acres described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Bluffs Tract"), from R-6 uses to "MF-25" Multi-Family Zoning District uses as hereinafter defined, and the Association has supported and will continue to be supportive of such modification. The remaining portion of the SRP Tract (the "SRP Remainder"), shall remain subject to the R-6 uses, and the Association has supported and will continue to be supportive of such classification.

C. Declarant desires to amend the SRP Declaration on the terms and conditions hereinafter set forth.

D. This Amendment has been approved by the Association, and the Association has joined in this Amendment for the purpose of evidencing such approval.

Now, Therefore, in consideration of the above premises, and for the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Declarant and the Association as follows:

1. Permitted Land Use on the Bluffs Tract. Article II, Section 2 of the SRP Declaration is hereby amended as it applies to the Bluffs Tract such that only those uses expressly permitted under MF-25 zoning in accordance with Section 35.310.07 and Table 311-1 Residential Use Matrix of the City of San Antonio, Texas, Unified Development Code dated January 1, 2006 (the "MF-25 Table"), in effect on the date of this Amendment are allowed on the Bluffs Tract, except for any land uses which are expressly prohibited by this Amendment. A

copy of the MF-25 Table is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes.

2. Prohibited Land Uses on the Bluffs Tract. Article II, Section 3 of the SRP Declaration is hereby amended such the Bluffs Tract may not be used for the following purposes or activities:

- a. Cemetery – Pets (Limited to Small Animals)
- b. Small Animal Hospital – Outside Runs Are Permitted
- c. Carwash – Automatic Self Service Drive-Thru
- d. Carwash – Self Service
- e. Housing – Boarding House
- f. Artificial Limb Assembly
- g. Pawn Shop
- h. Helistop
- i. Radio or Television Station with transmission tower
- j. Portable Building Sales
- k. Cemetery or Mausoleum
- l. Medical – Hospital or Sanitarium
- m. Video Games – Coin or Token Operated.
- n. Self standing wireless communication transmission towers or cell towers unless expressly approved in advance by the Association. A building mounted antenna no more than three (3) feet in height is permitted.
- o. Bus Stop and Bus Shelter
- p. Dwelling College Fraternity or Sorority (Off Campus)
- q. Dwelling School Dormitories or Housing (Off Campus)
- r. Dwelling HUD-Code Manufactured Homes
- s. Farming and Truck Garden
- t. Nursing Facility
- u. School – Private (Includes Church Schools, Private Schools K-12)
- v. School – Public Includes All ISD Schools K-12, Open Enrollment Charter Schools, Public College or University
- w. Commercial Storage Facility
- x. Transit Park & Ride
- y. Transit Transfer Center

3. Architectural Review and Approval on Bluffs Tract. The following Article III is hereby added to the SRP Declaration as applicable to the Bluffs Tract:

ARTICLE III
ARCHITECTURAL REVIEW AND APPROVAL

Section 1. Architectural Control by the Association. Notwithstanding any provision

in the Umbrella Declaration (hereinafter defined) to the contrary, the procedures for plan review and approval set forth in this SRP Declaration shall control with respect to the review and approval of proposed Improvements on the Bluffs Tract. No Improvement, or any addition, alteration, installation, modification, redecoration, or reconstruction thereof may occur on any portion of the Bluffs Tract unless approved in advance by the ACC and/or the Development Committee, as applicable.

Section 2. Architectural Approval. Construction plans and specifications or, when an Owner desires to plat, re subdivide or consolidate a portion of the Bluffs Tract, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the ACC Review Requirements as set forth in The Dominion Community Manual recorded as Document No. 20110225839 of the Official Public Records of Bexar County Texas (hereinafter the "Community Manual"), any additional rules adopted by the ACC and/or Development Committee together with a review fee, as is contemplated by the Community Manual, and the requirements set forth herein. No plat, re subdivision or consolidation will be made, nor any Improvement placed or allowed on any portion of the Bluffs Tract, until such plat and/or plans and specifications have been approved in writing by the ACC and/or Development Committee, as applicable. The ACC and/or Development Committee may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC and/or Development Committee or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC and/or Development Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC and/or Development Committee, as applicable, in its sole discretion, may require. The ACC and/or Development Committee may refuse to approve plans and specifications for proposed Improvements, or for the plat, re subdivision or consolidation of any portion of the Bluffs Tract on any grounds that, in the sole and absolute discretion of the ACC and/or Development Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(a) Submission and Approval of Site Layout Related Plans and Specifications. First, site layout related plans including but not limited to site plans, vertical elevations, building layout plans, landscaping plans and any other plans and or specifications related to the overall layout and design of the proposed Improvements together with the review fee which is imposed pursuant to the Community Manual, must be submitted to the Development Committee for review and approval prior to the clearing of any portion of the Bluffs Tract, or the construction of any Improvements thereon. A review fee will be charged by the ACC and/or Development Committee and such fee may be greater than, but not in excess of two (2) times greater than, the fee charged for the review and approval of a residential home.

(b) Submission and Approval of Detailed Plans and Specification. Next,

detailed building plans, landscaping plans, elevations, irrigation, signage and other plans as requested by the ACC, together with the review fee which is imposed pursuant to the Community Manual, must be submitted to the ACC for review and approval. A review fee will be charged by the ACC and/or Development Committee and such fee may be greater than, but not in excess of two (2) times greater than, the fee charged for the review and approval of a residential home.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Development Committee or ACC as provided herein, and the Development Committee or the ACC fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

(d) Duration of Approval. The approval of the Development Committee or ACC of any final plans and specifications, and any variances granted by the ACC will be valid for a period of one (1) year only. If construction in accordance with such plans and specifications is not commenced within such one (1) year period and diligently prosecuted to completion thereafter, plans and specifications must be resubmitted to the Development Committee or ACC, as applicable, and the Development Committee and/or ACC will have the authority to re-evaluate such plans and specifications in accordance with this provision and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(e) No Waiver of Future Approvals. The approval of the Development Committee and/or the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Development Committee and/or ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Development Committee or ACC.

(f) Non Liability of Development Committee and ACC. THE DEVELOPMENT COMMITTEE NOR ACC WILL NOT BE LIABLE TO ANY PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE DEVELOPMENT COMMITTEE'S OR ACC'S DUTIES UNDER THIS DECLARATION

(g) Limits on Liability. The Development Committee and the ACC, as applicable have sole discretion with respect to taste, design, and all standards specified by this Article. The members of the Development Committee and ACC have no liability for the Development Committee or ACC's decisions made in good faith, and which are not arbitrary or capricious. Neither the Development Committee nor the ACC are responsible for: (i) errors in or omissions from the plans and specifications submitted to

the Development Committee and/or ACC; (ii) supervising construction for compliance with approved plans and specifications; or (iii) the compliance of the plans and specifications with governmental codes and ordinances, state and federal laws.

:4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in certain Declaration of Covenants, Conditions, Easements and Restrictions, dated October 18, 1983, and recorded in Volume 2956, Page 61, of the Official Public Records of Real Property of Bexar County, Texas, and subsequent amendments thereto (as amended, the "Umbrella Declaration"). Unless expressly amended by this Amendment, all other terms and provisions of the SRP Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of July 29, 2013

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first set forth above.

DECLARANT:

GKH Developments, Ltd.,
a Texas limited partnership

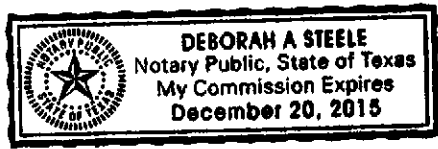
By: GKH Developments GP, LLC
A Texas limited liability company
its general partner

By: [Signature]
Roberto Kenigstein, Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 26 day of July, 2013, by Roberto Kenigstein, Manager of GKH Developments GP, LLC a Texas limited liability company, in its capacity as general partner of GKH Developments, Ltd., a Texas limited partnership.

[Signature]
Notary Public, State of Texas



DEBORAH A STEELE
(Name - Typed or Printed)

12/20/15
(Date Commission Expires)

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

ASSOCIATION:

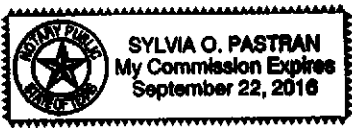
THE DOMINION HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: [Signature]
Name: ROB MCDANIEL
Title: GENERAL MANAGER

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 29th day of July, 2013, by Rob McDaniel, the General Manager of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

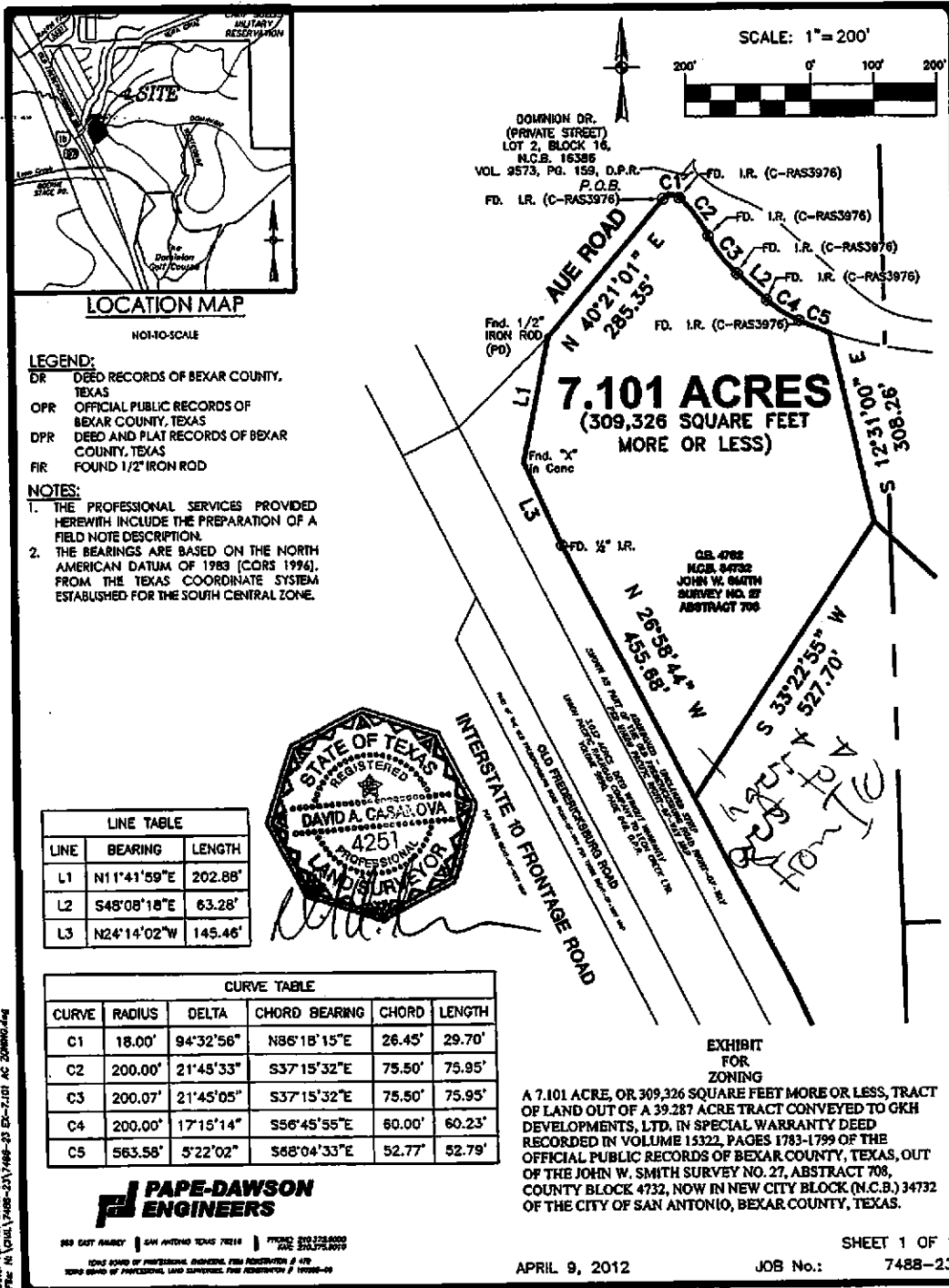


[Signature]
Notary Public, State of Texas
Sylvia O. Pastran
(Name - Typed or Printed)
9-22-16
(Date Commission Expires)

After Recording Return To:

Robert D. Burton.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

EXHIBIT A





LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
ZONING

A 7.101 acre, or 309,326 square feet more or less, tract of land out of a 39.287 acre tract conveyed to GKH Developments, Ltd. in Special Warranty Deed recorded in Volume 15322, Pages 1783-1799 of the Official Public Records of Bexar County, Texas, out of the John W. Smith Survey No. 27, Abstract 708, County Block 4732, now in New City Block (N.C.B.) 34732 of the City of San Antonio, Bexar County, Texas. Said 7.101 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found 1/2" iron rod with a cap stamped "C-RAS3976" at the west end of a non-tangent curve to the right at the intersection of the east right-of-way line of Aue Road (60' right-of-way) with the south line of Lot 2, Block 16, New City Block 16386, a private street known as Dominion Drive as shown on the subdivision plat of The Dominion Phase 4A (PUD), Replat recorded in Volume 9573, Page 159 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Along the south line of said Lot 2, Block 16, New City Block 16386 and said curve to the right having a radial bearing of S 50°58'14" E, a radius of 18.00 feet, a central angle of 94°32'56", a chord bearing and distance of N 86°18'15" E, 26.45 feet, for an arc length of 29.70 feet to a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson" at the point of curvature of a non-tangent curve to the right;

THENCE: Continuing along said south line of Lot 2, Block 16, New City Block 16386, the following bearings and distances:

Along said non-tangent curve to the right having a radial bearing of S 41°51'42" W, a radius of 200.00 feet, a central angle of 21°45'33", a chord bearing and distance of S 37°15'32" E, 75.50 feet, for an arc length of 75.95 feet to a found 1/2" iron rod with a red cap stamped "C-RAS3976" at the point of curvature of a non-tangent curve to the left;

Along said non-tangent curve to the left having a radial bearing of N 63°37'01" E, a radius of 200.07 feet, a central angle of 21°45'05", a chord bearing and distance of S 37°15'32" E, 75.50 feet, for an arc length of 75.95 feet to a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson";

S 48°08'18" E, 63.28 feet to a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson" at the point of curvature of a curve to the left;

Along the arc of said curve to the left having a radius of 200.00 feet, a central angle of $17^{\circ}15'14''$, a chord bearing and distance of $S 56^{\circ}45'55'' E$, 60.00 feet, for an arc length of 60.23 feet to a found $\frac{1}{2}$ " iron rod with a red cap stamped "C-RAS 3976" at the point of curvature of a compound curve to the left;

Along the arc of said compound curve to the left having a radius of 563.58 feet, a central angle of $05^{\circ}22'02''$, a chord bearing and distance of $S 68^{\circ}04'33'' E$, 52.77 feet, and an arc length of 52.79 feet to a found "X" in concrete;

THENCE: $S 12^{\circ}31'00'' E$, Departing said south line of Lot 2, Block 16, New City Block 16386, along and with an east line of said 39.287 acre tract, a distance of 308.26 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap stamped "Pape-Dawson";

THENCE: $S 33^{\circ}22'55'' W$, over and across said 39.287 acre tract, a distance of 527.70 feet to a point on the west line of said 39.287 acre tract, on the east line of an abandoned, unclaimed strip of land shown as part of the Old San Antonio Fredericksburg Road right-of-way per the Union Pacific Railroad Company abandonment of right-of-way map dated May 22, 2001;

THENCE: Along and with said west line for the following bearings and distances:

$N 26^{\circ}58'44'' W$, a distance of 455.68 feet to a found $\frac{1}{2}$ " iron rod;

$N 24^{\circ}14'02'' W$, a distance of 145.46 feet to a found "X" in concrete;

$N 11^{\circ}41'59'' E$, a distance of 202.88 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap stamped "Pape-Dawson" on the southeast right-of-way line of Aue Road;

THENCE: $N 40^{\circ}21'01'' E$, along and with said east right-of-way line of Aue Road, a distance of 285.35 feet to the POINT OF BEGINNING, and containing 7.101 acres in the City of San Antonio, Bexar County, Texas.

"This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: April 9, 2013
JOB No.: 7488-23
DOC.ID.: NACIVIL\7488-23\WORD\7488-23 FN-7.101 AC ZONING.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



**PAPE-DAWSON
ENGINEERS**

Exhibit B

MF-25 Table

TO BE ATTACHED

TABLE 311-1 RESIDENTIAL USE MATRIX

PERMITTED USE	R P	R E	R-20	NP-15	NP-10	NP-8	R-6	RM-6	R-5	RM-5	R-4	RM-4	MF-18	MF-25	MF-33	MF-40	MF-50 & MF-65	ERZ D	LBCS FUNCTION	LCBS STRUCTURE
Assisted Living Facility, Boarding Home Facility or Community Home with five (5) or fewer residents		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Assisted Living Facility, Boarding Home Facility or Community Home with six (6) or more residents													P	P	P	P	P	P		
Athletic Fields (Noncommercial And Supplemental To The Residential Use)	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	5370	
Automobile Non-Commercial Parking																		NA	2110	

worship or study of religion)																						
Dwelling - 1 Family (Attached or Townhouse)							P	P	P	P	P	P	P	P	P	P	P	P	P	1000	1120	
Dwelling - 1 Family (Detached)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1000	1110	
Dwelling - 2 Family								P		P		P	P	P	P	P	P	P	P	1000	1121	
Dwelling - 3 Family								P		P		P	P	P	P	P	P	P	P	1000	1203	
Dwelling - 4 Family								P		P		P	P	P	P	P	P	P	P	1000	1204	
Dwelling - College Fraternity or Sorority (Off Campus)															P	P	P	P	P	1000	P	
Dwelling - School Dormitories or Housing (Off Campus)															P	P	P	P	P	1000	P	
Dwelling - HUD-Code Manufactured Homes	S	S	S	S	S	S	S	S	S	S	S	S	S							P	1000	1150

Doc# 20130171633
Pages 20
08/16/2013 10:42AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$88.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
08/16/2013 10:42AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff