

2181667

**CERTIFICATE OF ANNEXATION  
TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
THE DOMINION PLANNED UNIT DEVELOPMENT**

(Unit 3 of Phase 3)

STATE OF TEXAS           §  
                                  §  
COUNTY OF BEXAR       §

WHEREAS, by Declaration of Covenants, Conditions, Easements and Restrictions dated October 18, 1983, and recorded in v. 2956, p. 61, of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration"), reference to which is hereby made for all purposes, Dominion Group, Ltd. ("Original Umbrella Declarant") subjected the real property described in Exhibit A of the Umbrella Declaration to certain covenants, conditions, easements and restrictions; and

WHEREAS, in Article I, Section 3 of the Umbrella Declaration, Original Umbrella Declarant retained the right to annex and bring within the purview of the Umbrella Declaration additional property, as designated by Original Umbrella Declarant out of property described in Exhibit B of the Umbrella Declaration; and

WHEREAS, Original Umbrella Declarant previously assigned all of its rights, titles and interests as declarant under the Umbrella Declaration, as amended, and under all related Certificates of Annexation, Declarations of Protective Covenants and other documents and Franklin Federal Bancorp, A Federal Savings Bank ("Umbrella Declarant"), is currently the owner and holder of all such rights, titles and interests; and

VOL 52 | 9 PAGE 1500

WHEREAS, by Declaration of Protective Covenants for The Dominion Cottage Estates dated March 27, 1986, and recorded in v. 3856, p. 1033, of the Official Public Records of Real Property of Bexar County, Texas (the "Phase 3 Declaration"), reference to which is hereby made for all purposes, Walter K. Myers, Inc. ("Original Phase 3 Declarant") subjected the real property described in the Phase 3 Declaration to certain conditions, restrictions and covenants; and

WHEREAS, in Article XXXVIII of the Phase 3 Declaration, Original Phase 3 Declarant retained the right to annex and bring within the purview of the Phase 3 Declaration additional property, as designated by Original Phase 3 Declarant out of property described in Exhibit A of the Phase 3 Declaration; and

WHEREAS, Original Phase 3 Declarant previously assigned all of its rights, titles and interests as declarant under the Phase 3 Declaration, as amended, and under all related documents and National Credit Union Share Insurance Fund (an agency of the United States government) ("Phase 3 Declarant") is currently the owner and holder of all such rights, titles and interests; and

WHEREAS, contemporaneously herewith, Phase 3 Declarant has annexed portions of the property generally known as Phase 3 of The Dominion, including, without limitation, all or portions of Units 1, 1A, 2 and 3 of Phase 3 (but not including Units 1, 2 and 4 of Phase 3, which are already subject to the Phase 3 Declaration), within the purview of the Phase 3 Declaration to be held, sold and conveyed subject to all conditions, restrictions and

VOL 52 | 9 PAGE | 501

covenants set forth in the Phase 3 Declaration, and any amendments thereto; and

WHEREAS, Umbrella Declarant now desires to annex within the purview of the Umbrella Declaration certain portions of the property described in Exhibit B of the Umbrella Declaration (the same being Unit 3 of Phase 3 of The Dominion) and Phase 3 Declarant, as the owner of such portions of such property, also desires to so annex such portions of such property within the purview of the Umbrella Declaration.

NOW, THEREFORE, Umbrella Declarant and Phase 3 Declarant declare that the following described property is hereby annexed within the purview of the Umbrella Declaration and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions set forth in the Umbrella Declaration, and any amendments thereto, to wit:

That certain 35.243 acre tract of land generally known as Unit 3 of Phase 3 of The Dominion Planned Unit Development and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Unit 3 Lots").

All of the aforesaid properties shall be deemed as "Lots," as defined in the Umbrella Declaration, with the exception of the following properties, all of which are hereby deemed as "Common Properties," as defined in the Umbrella Declaration, to be owned by The Dominion Homeowners Association or The Dominion Cottage

VOL 52 | 9 PAGE | 502

Estates Owners Association, Inc., as may be agreed by Umbrella Declarant and Phase 3 Declarant:

The property generally known as Ambassador Lane and generally shown on the reduced master plan attached hereto and incorporated herein by reference as Exhibit B.

All properties designated on any future plat of the property described in Exhibit A hereof for streets, roads, greenbelts or similar uses by more than one property owner (the "Unit 3 Common Properties").

Umbrella Declarant and Phase 3 Declarant hereby declare that assessments payable to The Dominion Homeowners Association under the terms and provisions of the Umbrella Declaration which are attributable to Unit 3 Lots shall commence as to each such Unit 3 Lot on the first day of the month immediately following the date that such Unit 3 Lot is conveyed by Phase 3 Declarant (or its successor declarant, or its successor in ownership of at least four lots which are developed by such successor in ownership, if any) to a third party.

Umbrella Declarant and Phase 3 Declarant hereby declare that the requirements of the Umbrella Declaration for submission to and approval by the Architectural Control Committee defined therein (the "Umbrella ACC") of the construction and design of all improvements shall not apply to the construction or design of any improvements to be located on any of the Unit 3 Lots; provided, however, that this exemption from such requirements shall only be effective for so long as (1) the Phase 3 Declaration remains in full force and effect, including, without limitation, the requirements thereof concerning submission to and approval by the Architectural Control Committee defined therein (the "Phase 3 ACC")

VOL 52 | 9 PAGE | 503

of the construction and design of all improvements to be located on any of the Unit 3 Lots, (ii) all amendments to the Phase 3 Declaration are expressly approved in writing by the Umbrella Declarant, (iii) in the reasonable judgment of the Umbrella Declarant, the Phase 3 ACC properly discharges its duties in all material respects. Should any of the above provisos not be fully satisfied, the Umbrella ACC or the Umbrella Declarant shall give the Phase 3 ACC and the Phase 3 Declarant written notice of such fact and ten (10) days opportunity to satisfy such provisos. If such provisos are not fully satisfied by such time, the Umbrella Declarant shall file a notice of rescission in the Official Public Records of Bexar County, Texas. Thereafter, the exemption provided in this paragraph shall be rescinded and the requirements of the Umbrella Declaration for submission to and approval by the Umbrella ACC of the construction and design of all improvements to be located on any of the Unit 3 Lots shall be reinstated. At such time, any duties not previously discharged by the Phase 3 ACC may be undertaken and discharged by the Umbrella ACC. The provisions of this paragraph supersede all other special provisions between Umbrella Declarant and Phase 3 Declarant regarding Umbrella ACC operations, procedures and approvals.

VOL 52 | 9 PAGE | 504

EXECUTED this 27 day of November, 1991.

FRANKLIN FEDERAL BANK CORP,  
A Federal Savings Bank

By: [Signature]  
David W. Roberts  
Vice President

NATIONAL CREDIT UNION SHARE INSURANCE FUND,  
A United States government agency

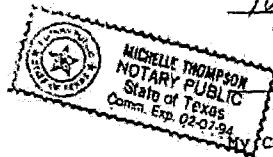
By: [Signature]  
Name: Tempe C. Hayes  
Title: Sr. Analyst

NOV 21 9 24AM '91

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 27,  
1991 by David L. Roberts, Vice President of Franklin Federal  
Bancorp, A Federal Savings Bank, on behalf of such federal savings  
bank.

Michelle Thompson  
Notary Public in and for the  
State of Texas

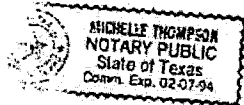


Printed/Typed Name of Notary  
My Commission Expires:

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 27,  
1991 by Renee C. Lopez, SE Analyst, RSM  
of National Credit Union Share Insurance Fund, a United States  
government agency, on behalf of such agency.

Michelle Thompson  
Notary Public in and for the  
State of Texas



Printed/Typed Name of Notary  
My Commission Expires:

After recording, please return to:

John E. Tarbox, Esq.  
Vinson & Elkins  
1700 First City Centre  
816 Congress Avenue  
Austin, Texas 78701-2496

FRA752\20002\Docs\Unit3.Ph1

VOL 5219 PAGE 1506

FIELD NOTES  
FOR

A 35.243 Acre Tract of land out of a 71.768 Acre Tract of land out of the 1,011.153 Acre Tract of land (which is a 1081.35 Acre Tract, save and except a 69.197 Acre Tract and a 1.00 Acre Tract, leaving a net acreage of 1011.153 Acres) Being out of the M. Tarwin Survey No. 25, Abstract No. 742, County Block No. 4754, the J.H. Gibson Survey No. 5, Abstract No. 301, County Block No. 4756, and the L. Colquhoun Survey No. 24, Abstract No. 133, County Block No. 4034, said 35.243 Acre Tract of Land being out of the M. Tarwin Survey No. 25, Abstract No. 742, County Block No. 4754, and the J.H. Gibson Survey No. 5, Abstract No. 301, County Block No. 4756, Bexar County, Texas, and being further described as follows:

- BEGINNING:** At a point for the Northwest Corner of this Tract, said point also being the Southwest Corner of Lot 58, Block 2, The Dominion Phase I P.U.D., as recorded in Volume 9503, Pages 24-44, of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** N 89°48'24" E, along the southern property line of Lot 58, a distance of 227.95 feet to an angle point;
- THENCE:** N 73°44'22" E, along the southeastern property line of said Lot 58, a distance of 188.67 feet to an angle point, said point being the southeast Corner of Lot 58;
- THENCE:** SOUTH a distance of 84.89 feet to an angle point;
- THENCE:** N 77°08'14" E a distance of 73.32 feet to the P.C. of a curve to the right;
- THENCE:** With said curve to the right whose radius is 347.00 feet and whose Central Angle is 28°51'50" a distance of 174.81 feet to the P.T. of said curve;
- THENCE:** S 73°59'55" E a distance of 460.00 feet to the P.C. of a curve to right;
- THENCE:** With said curve to the right whose radius is 772.00 feet and whose Central Angle is 11°46'32" a distance of 158.66 feet to the P.C.C. of a curve to the right;
- THENCE:** With said curve to the right whose radius is 302.00 feet and whose Central Angle is 47°37'29" a distance of 251.02 feet to the P.T. of said curve, said point also being an angle point;
- THENCE:** N 73°07'06" E a distance of 57.98 feet to an angle point;
- THENCE:** N 53°29'13" E a distance of 39.53 feet to an angle point;



THENCE: N 67°51'45" E a distance of 30.11 feet to an angle point;  
 THENCE: N 77°43'31" E a distance of 60.00 feet to an angle point;  
 THENCE: N 48°53'30" E a distance of 85.18 feet to an angle point;  
 THENCE: N 35°33'50" E a distance of 42.58 feet to an angle point;  
 THENCE: N 44°30'50" E a distance of 50.00 feet to an angle point;  
 THENCE: N 40°34'11" E a distance of 50.00 feet to an angle point;  
 THENCE: N 49°03'47" E a distance of 76.28 feet to an angle point;  
 THENCE: N 08°05'26" E a distance of 40.00 feet to an angle point;  
 THENCE: N 49°50'27" E a distance of 50.00 feet to an angle point;  
 THENCE: N 26°50'17" E a distance of 52.99 feet to the P.C. of a curve to the left;  
 THENCE: With said curve to the left (whose chord bears N 77°15'31" W) whose radius is 183.00 feet and whose Central Angle is 16°06'54" a distance of 51.47 feet to the P.R.C. of a curve to the right;  
 THENCE: With said curve to the right whose radius is 167.00 feet and whose Central Angle is 33°07'05" a distance of 96.53 feet to the P.T. of said curve, said point also being an angle point;  
 THENCE: N 37°48'06" E a distance of 106.28 feet to an angle point, said point being on the southwest R.O.W. Line of Dominion Drive of The Dominion Phase I P.U.D.;  
 THENCE: With said R.O.W. Line of Dominion Drive S 59°21'22" E a distance of 177.22 feet to the P.C. of a curve to the right;  
 THENCE: With said curve to the right whose radius is 976.00 feet and whose Central Angle is 38°39'51" a distance of 658.62 feet to the P.T. of said curve;  
 THENCE: Continuing with said R.O.W. Line of Dominion Drive S 20°41'31" E a distance of 18.14 feet to a point for the easternmost Corner of this Tract;  
 THENCE: Leaving the southwest R.O.W. Line of Dominion Drive S 64°32'55" E a distance of 151.26 feet to an angle point.

VOIS 219280E1508

THENCE: S 69°56'39" W a distance of 24.00 feet to an angle point;  
 THENCE: S 71°20'05" W a distance of 115.43 feet to an angle point;  
 THENCE: In a northwesterly direction with a curve to the right (whose chord bears N 16°13'06" W) whose radius is 500.00 feet and whose Central Angle is 02°22'30" a distance of 20.73 feet to the P.T. of said curve, said point also being an angle point;  
 THENCE: S 74°58'09" W a distance of 44.00 feet to an angle point;  
 THENCE: S 83°17'36" W a distance of 131.36 feet to an angle point;  
 THENCE: In a northwesterly direction with a curve to the right (whose chord bears N 11°56'32" W) whose radius is 781.98 feet and whose Central Angle is 00°09'31" a distance of 2.17 feet to the P.T. of said curve, said point also being an angle point;  
 THENCE: S 78°08'14" W a distance of 24.00 feet to an angle point;  
 THENCE: S 83°17'36" W a distance of 131.95 feet to an angle point;  
 THENCE: In a northwesterly direction with a curve to the right (whose chord bears N 11°43'27" W) whose radius is 1016.40 feet and whose Central Angle is 00°00'19" a distance of 0.09 feet to the P.T. of said curve, said point also being an angle point;  
 THENCE: S 78°16'43" W a distance of 34.00 feet to an angle point;  
 THENCE: S 78°26'06" W a distance of 91.81 feet to an angle point;  
 THENCE: N 75°00'00" W a distance of 150.00 feet to an angle point;  
 THENCE: S 15°00'00" W a distance of 75.00 feet to an angle point;  
 THENCE: N 81°40'36" W a distance of 180.00 feet to a point for the southwest Corner of this Tract;  
 THENCE: N 26°26'45" E a distance of 62.56 feet to an angle point;  
 THENCE: N 00°35'39" E a distance of 337.36 feet to an angle point;  
 THENCE: N 21°29'21" W a distance of 144.92 feet to an angle point;  
 THENCE: N 01°33'09" W a distance of 313.68 feet to an angle point;  
 THENCE: N 29°28'20" E a distance of 8.56 feet to the POINT OF BEGINNING and containing 35.243 Acres, more or less.

No. 8-80-931  
 Oct 10, 1908



VOL 52 | 9 PAGE | 509

THENCE: S 19°01'22" W a distance of 51.54 feet to an angle point, said point being in the North R.O.W. Line of a Cul-De-Sac;

THENCE: In a southwesterly direction with a curve to the left (whose chord bears S 43°28'01" W) whose radius is 42.00 feet and whose Central Angle is 61°55'53" a distance of 45.40 feet to the P.T. of said curve;

THENCE: S 59°25'09" W a distance of 132.86 feet to an angle point;

THENCE: S 19°01'59" E a distance of 60.00 feet to an angle point;

THENCE: S 70°58'01" W a distance of 55.46 feet to an angle point;

THENCE: S 55°15'50" W a distance of 260.19 feet to an angle point;

THENCE: S 19°21'35" E a distance of 119.2) feet to an angle point, said point being in the North R.O.W. Line of Waterford Glen;

THENCE: In a northwesterly direction with said R.O.W. Line of Waterford Glen with a curve to the right (whose chord bears S 03°35'03"W) whose radius is 107.07 feet and whose Central Angle is 53°34'32" a distance of 100.12 feet to a P.C.C. of a curve to the right;

THENCE: With said curve to the right whose radius is 107.06 feet and whose Central Angle is 16°12'23" a distance of 30.28 feet to the P.T. of said Curve;

THENCE: N 53°46'15" W a distance of 5.61 feet to an angle point;

THENCE: N 36°13'45" E a distance of 3.00 feet to an angle point;

THENCE: Continuing with said R.O.W. Line of Waterford Glen in a northwesterly direction with a curve to the right (whose chord bears N 48°15'12" W ) whose radius is 106.00 feet and whose Central Angle is 11°02'05" a distance of 20.41 feet to the P.T. of said curve;

THENCE: Continuing with said R.O.W. Line of Waterford Glen N 42°44'10" W a distance of 124.00 feet to an angle point;

THENCE: S 47°15'50" W a distance of 3.00 feet to an angle point;

THENCE: N 43°50'58" W a distance of 51.47 feet to an angle point;

THENCE: Continuing with said R.O.W. Line of Waterford Glen N 42°44'10" W a distance of 39.47 feet to the P.C. of a curve to the left;

