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93- 2559883

**CERTIFICATE OF ANNEXATION
TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
THE DOMINION PLANNED UNIT DEVELOPMENT
(The New Estates)
Phase 10B**

WHEREAS, by Declaration of Covenants, Conditions, Easements and Restrictions dated October 18, 1983, and recorded in Volume 2958, Pages 61-84, of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration"), reference to which record is hereby made for all purposes, Dominion Group, Ltd. ("Original Declarant") subjected certain real property described in the Umbrella Declaration to certain covenants, conditions, easements and restrictions; and

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

WHEREAS, Original Declarant previously assigned all of its rights, titles and interests as declarant under the Umbrella Declaration and under all related Certificates of Annexation, Declarations of Protective Covenants and other documents to Franklin Federal Bancorp, a federal savings bank ("Second Declarant"); and

WHEREAS, Second Declarant previously assigned all of its rights, titles and interests as declarant under the Umbrella Declaration and under all related Certificates of Annexation, Declarations of Protective Covenants and other documents to Inco-Dominion Partnership ("Declarant"), and Declarant is currently the owner and holder of all such rights, titles and interests; and

WHEREAS, Declarant and The New Dominion, Ltd. ("Owner") now mutually desire to annex within the purview of the Umbrella Declaration certain portions of such additional property owned in fee by Owner, which such property is more particularly described by field notes on Exhibit A attached hereto; and Owner desires to subject such property to the terms and provisions of the Umbrella Declaration; and

WHEREAS, the parties hereto have mutually agreed that it will be in the best interests of Declarant, Owner, and present and future owners of land now or hereafter covered by the Umbrella Declaration (such land being herein collectively called "The Dominion Planned Unit Development"), and The Dominion Homeowners Association (the "Umbrella Association"), to annex the aforesaid property owned in fee by Owner at this time in view of its proximity to and potential impact upon The Dominion Planned Unit Development;

NDW, THEREFORE, Declarant, joined by Owner, hereby declares that the following described property is hereby annexed and shall be held, sold and conveyed, subject to all easements, restrictions, covenants, terms and conditions which are set forth in the aforesaid Umbrella Declaration, and any amendments thereto, to-wit:

The property more particularly described by field note description on Exhibit A attached hereto and incorporated herein by reference. Such property is further shown on the

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reduced plat attached hereto as Exhibit B which depicts the layout of a proposed single-family development to be known as The New Estates.

All of the hereinbefore or hereinafter platted single-family residential lots comprising the property shall be deemed as "Lots," as defined in the aforesaid Umbrella Declaration, with the exception of the following lots which shall be deemed as "Common Properties," as therein defined:

Lots 26 and 27, Block 19; and Lots 49, 50, 51 and 52 of Block 18 of The New Estates of more particularly shown on the reduced copy of the proposed plat attached hereto as Exhibit B.

The aforesaid property (the "Annexed Property") is hereby annexed and shall be held, sold and conveyed, subject to all of the easements, restrictions, covenants, terms and conditions which are set forth in the Umbrella Declaration as it may be hereinafter amended, as well as a Declaration of Protective Covenants for The New Estates being recorded contemporaneously herewith; provided, however, the following terms, conditions and limitations shall be applicable to the Annexed Property:

1. Assessments:

(a) Residential Lots. The parties hereto acknowledge and agree that certain portions of the Annexed Property will be hereinafter developed and platted as single-family residential lots. With respect to each such platted residential lot, the owner thereof as a covenant running with the land shall be required to pay those assessments, fees and charges payable to the Umbrella Association as set forth in the Umbrella Declaration attributable thereto, provided they are in amounts no greater than assessments, fees, and charges attributable to a detached, single-family dwelling of a similar nature then similarly situated within The Dominion Planned Unit Development.

(b) Commencement of Assessments. With respect to any Lot covered hereby, notwithstanding any provisions to the contrary appearing in the Umbrella Declaration, in no event shall Owner (or its successors or assigns) be required to commence paying to the Umbrella Association any fees, assessments, or other charges established herein and/or pursuant to the Umbrella Declaration to the Umbrella Association until such time as the Annexed Property is platted and developed as single-family residential lots, and until the following applicable triggering event has occurred with respect to each single-family residential platted lot: the aforesaid assessments, fees, and charges shall commence for a Lot on the date that such Lot is conveyed by Owner to a third party, but in no event shall assessments commence for such Lot until that date such Lot is accessible by a paved street. In the event assessments commence on a date other than the first of the month, they shall be prorated for the first partial month and shall be due and payable on the first day of the month immediately following commencement.

The parties hereto acknowledge that Owner may develop and plat the Annexed Property in the general manner depicted on Exhibit B (with Owner expressly reserving the right to modify any plat or plats to satisfy requirements imposed or required by any governmental entities with jurisdiction over platting) and that applicable fees, assessments or other charges required hereunder and/or by the Umbrella Declaration to be payable to the Umbrella Association shall not commence as to any undeveloped and unplatted portions of the Annexed Property until such time or times as they are developed and platted and the applicable aforesaid triggering event has occurred with respect to the subject Lot. Owner further reserves the right to develop and plat the Annexed Property in one or more separate phases or units. In lieu of platting all such property at one time.

2. Common Properties. The private streets, greenbelts and other so-called "common properties" situated within each platted unit of the Annexed Property which are earlier identified herein as

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"Common Properties" shall be deeded in fee to the Umbrella Association free and clear of any liens or other encumbrances prior to the conveyance of a platted lot within such platted unit of the Annexed Property. Until such time as such Common Properties are so deeded and in excess of fifty percent (50%) of the owners of platted lots in the applicable platted unit of the Annexed Property have begun paying assessments, the Umbrella Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Thereafter, the Umbrella Association shall be responsible for the maintenance, upkeep and repair of such Common Properties situated within a platted unit of the Annexed Property. At the time the Association's responsibility for the maintenance, upkeep and repair of the Common Properties begins, Owner shall certify to the Association that any streets, curbs and other improvements therein situated are in a state of good repair and maintenance and that any materials planted by Owner in such Common Properties are alive. No assessments shall be imposed on any of the Common Properties. Owner reserves the right to operate and maintain a sales trailer on any Common Properties situated within the Annexed Property until Owner has marketed all of the Annexed Property.

3. Membership, Voting Rights, Easements. Owner shall immediately be a member of the Umbrella Association; but, in no event shall Owner, or its successors and assigns, have any voting rights in the Umbrella Association attributable to any portions of the Annexed Property until such time as assessments, charges, and fees payable to the Umbrella Association and attributable to such portions have commenced. Owner and any of its proposed buyers or other invitees as well as any of its contractors, subcontractors, engineers and architects shall, however, have the immediate nonexclusive right of ingress and egress across any roadways now or hereinafter owned by the Umbrella Association to use in common with other members of the Umbrella Association, subject to the other applicable provisions of the Umbrella Declaration and then existing policies of the Umbrella Association.

4. Additional Documents. Declarant and Owner, and their respective successors and assigns, agree to promptly execute any and all further plats, documents, and instruments reasonably necessary and/or appropriate to effectuate and/or implement the annexation herein described at such time or times as portions of the Annexed Property are platted and/or developed.

5. Binding Effect. This Annexation Certificate shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns, and shall be deemed as covenants running with the land described or referred to herein, or in the Umbrella Declaration as same may be hereinafter amended (inclusive of any land covered by future annexation certificates thereto).

6. Ratification by Umbrella Association. The Umbrella Association hereby joins this Annexation Certificate as evidence that it is ratifying and approving same for all purposes. The Umbrella Association further covenants and agrees that it will not take any action which would materially discriminate against Owner (or its successors and assigns) or interfere with or impede the full use and enjoyment of the Annexed Property for those purposes contemplated herein.

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DATED this 11th day of November, 1993.

DECLARANT:

INTCO-DOMINION PARTNERSHIP,
a Texas general partnership

BY: INTCO PROPERTIES II L.P.,
a Texas limited partnership,
its managing general partner

By: INTCO INVESTMENTS OF TEXAS, INC.,
a Texas corporation, its general partner

By: [Signature]
Name: Amy Harris
Title: Authorized Rep.

OWNER:

THE NEW DOMINION, LTD.,
a Texas limited partnership

BY ITS GENERAL PARTNER:

GREAT AMERICA COMPANIES, INC.,
a Texas corporation

By: [Signature]
Name: Israel Fogel, President

**JOINED AND RATIFIED BY
UMBRELLA ASSOCIATION:**

THE DOMINION HOMEOWNERS ASSOCIATION

By: [Signature]
Name: Susan Wright Pao
Title: President

STATE OF TEXAS §
COUNTY OF Brewer §

This instrument was acknowledged before me on November 10, 1993, by Amy Harris, Authorized Representative of INTCO INVESTMENTS OF TEXAS, INC., a Texas corporation, general partner of INTCO PROPERTIES II L.P., a Texas limited partnership, managing general partner of INTCO-DOMINION PARTNERSHIP, a Texas general partnership, on behalf of said partnership.

[NOTARY'S SEAL]



[Signature]
Notary Public, State of Texas

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STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on March 24th 1993, 1993, by ISRAEL FOGIEL, President of GREAT AMERICA COMPANIES, INC, a Texas corporation, general partner of THE NEW DOMINION, LTD., a Texas limited partnership, on behalf of said partnership.

[NOTARY'S SEAL]

Judith M. Mansfield
Notary Public, State of Texas
My Comm. Exp. 12/31/94

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on November 10, 1993, by Susan Wright, President of THE DOMINION HOMEOWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

[NOTARY'S SEAL]

Laura A. Flores
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Mr. Israel Fogiel
Great America Companies, Inc.
One Forum, Suite 700
8060 I.H. 10 West
San Antonio, Texas 78230-3898

70L5870 PR1521

EXHIBIT A

PAPE-DAWSON **PE** **ENGINEERS**
CIVIL & ENVIRONMENTAL

9310 BROADWAY, SAN ANTONIO, TEXAS 78217
512/824-9494 FACSIMILE 512/824-3491

FIELD NOTES
FOR

A 51.00 acre tract being out of a 1,011.153 acre tract of land as recorded in Volume 2400, Pages 1811-1819 of the Deed Records of Bexar County, Texas (which is a 1,081.35 acre tract, save and except a 69.197 acre tract and a 1.00 acre tract, leaving a net acreage of 1,011.153 acres) and furthermore the tract herein described being out of the Ludovic Colquhoun Survey No. 24, Abstract No. 133, County Block 4034 and the John H. Gibson Survey No. 5, Abstract No. 301, County Block 4756, Bexar County, Texas, being more particularly described as follows:

- BEGINNING:** At a set 1/2" iron rod in the northeast line of Dominion Drive (a 48-foot right-of-way), as recorded in The Dominion Phase I Planned Unit Development, Lot 1, Block 10, Volume 9503, Pages 24-44 of the Deed and Plat Records of Bexar County, Texas, said point being the southernmost corner of Lot 7, Block 7, as recorded in The Dominion Phase I, Planned Unit Development, Volume 9505, Page 198, of the Deed and Plat Records of Bexar County, Texas for the westernmost corner of the herein described tract;
- THENCE:** Departing the northeast line of the aforementioned Dominion Drive and following the east boundary of The Dominion Phase I and the west line of the herein described 51.00 acre tract the following courses:
- N 44°00'32" E, a distance of 141.66 feet to a set 1/2" iron rod;
N 51°05'08" E, a distance of 278.71 feet to a set 1/2" iron rod;
N 48°18'55" E, a distance of 5.62 feet to a set 1/2" iron rod, said point being the northwest corner of the tract herein described;
- THENCE:** S 87°28'13" E, departing the east boundary of The Dominion Phase I along the north boundary of this 51.00 acre tract, a distance of 1,204.94 feet to a found 1/2" iron rod, said point being the northeast corner of the tract herein described;
- THENCE:** Departing the north boundary and along the east boundary of this 51.00 acre tract the following courses:

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Field Notes for
51.00 Acres
Page 2 of 2

S 02°39'58" W, a distance of 1,634.57 feet to a found U.S. Government Monument;
S 09°27'16" W, a distance of 406.98 feet to a found 1/2" iron rod, said point being the southeast corner of the herein described tract;

THENCE: N 89°24'59" W, departing the east boundary and along the south boundary of this 51.00 acre tract, a distance of 1,040.05 feet to a found 1/2" iron rod for an angle point;

THENCE: N 32°58'05" W, a distance of 199.54 feet to a set 1/2" iron rod at the P.C. of a curve to the left having a radial bearing of N 32°58'05" W, a radius of 662.71 feet, and a central angle of 55°19'14", said P.C. also being described as a point along the northeast line of Dominou Drive, Lot 1, Block 10, in The Dominion Phase 1, Planned Unit Development, as recorded in Volume 9503, Pages 24-44 of the Deed and Plat Records of Bexar County, Texas;

THENCE: With said curve to the left along the northeast line of Dominion Drive, a distance of 639.87 feet to a set 1/2" iron rod at the P.C.C. of a curve to the left having a radius of 883.21 feet, and a central angle of 22°24'12";

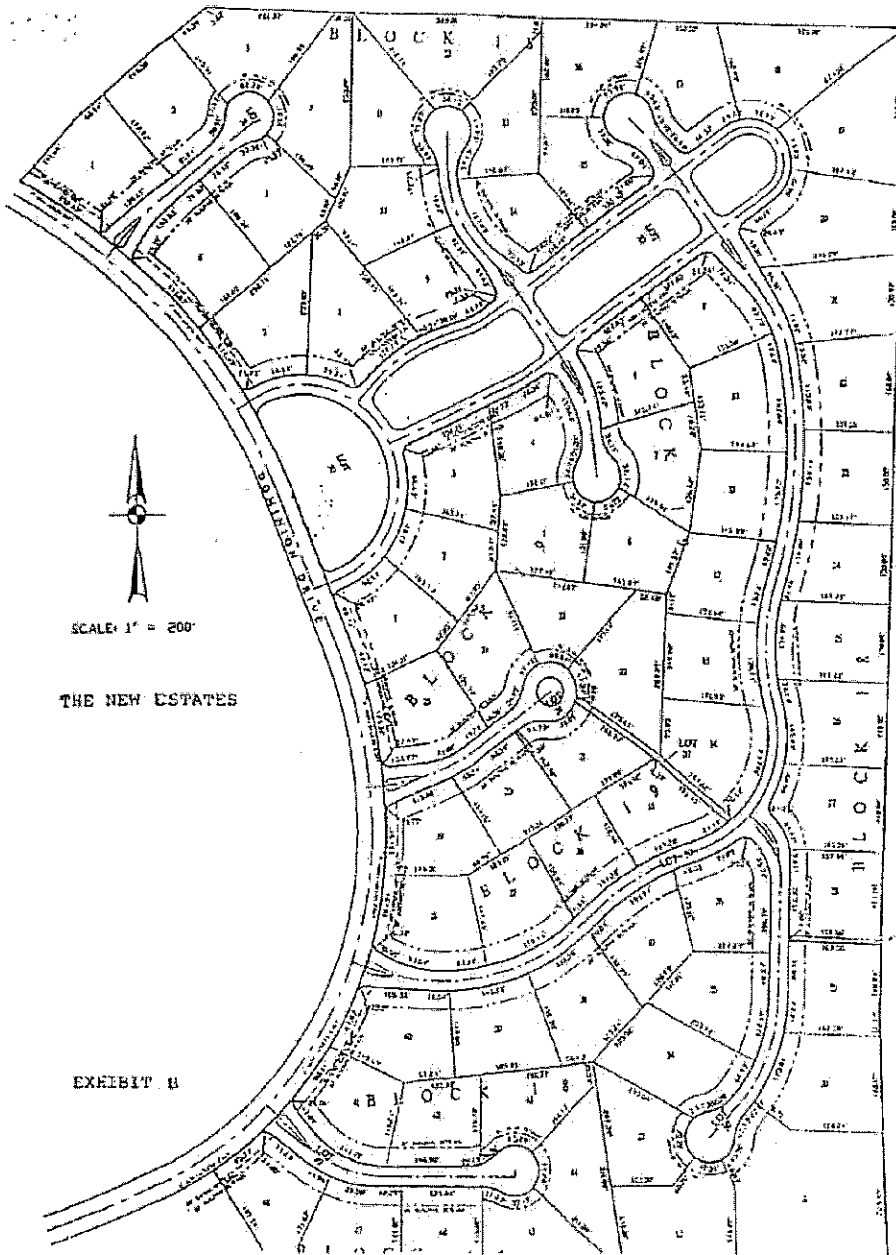
THENCE: With said curve to the left, a distance of 345.35 feet to a set 1/2" iron rod at the P.T. of said curve;

THENCE: N 20°41'31" W, a distance of 245.73 feet to a set 1/2" iron rod at the P.C. of a curve to the left having a radius of 1,024.06 feet, and a central angle of 38°39'51";

THENCE: With said curve to the left, a distance of 691.01 feet to a set 1/2" iron rod at the P.T. of said curve to the left;

THENCE: N 59°21'22" W, a distance of 20.66 feet to the POINT OF BEGINNING and containing 51.00 acres (2,221,433 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.
JOB NO.: 9009.91.02
DATE: June 10, 1991
DOC. I.D.: 0610-01.DG



SCALE: 1" = 200'

THE NEW ESTATES

EXHIBIT B

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RECORDERS RECORDATION
AT THE TIME OF RECORDATION, THE
INSTRUMENT WAS FOUND TO BE DEFICIENT
FOR THE REASON THAT IT DID NOT
INCLUDE AN ALTERNATIVE CARRON OR
PHOTO COPY, DISCLOSED MAPS, ETC.

COUNTY CLERK BESSIE BEAN COUNTY, TEXAS



NOV 29 1993

ANY INSTRUMENT WHICH IS RETURNED TO THE CLERK'S OFFICE, BESSIE BEAN COUNTY, TEXAS, WITHOUT BEING FILED IN THE PUBLIC RECORDS, WILL BE RETURNED TO THE INSTRUMENTOR. THE INSTRUMENTOR IS RESPONSIBLE FOR THE INSTRUMENT BEING FILED IN THE PUBLIC RECORDS. THE INSTRUMENTOR IS RESPONSIBLE FOR THE INSTRUMENT BEING FILED IN THE PUBLIC RECORDS. THE INSTRUMENTOR IS RESPONSIBLE FOR THE INSTRUMENT BEING FILED IN THE PUBLIC RECORDS.

Filed for Record in
BESSIE BEAN COUNTY, TX
BESSIE BEAN COUNTY CLERK
On Nov 24 1993
At 2:24pm
Receipt #: 6933
Receipt #: 17.00
Doc/Inst #: 6.00
Doc/Inst #: 93- 255944
Caster-Jane Hernandez