

AFTER RECORDING RETURN TO:  
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**SUPPLEMENT TO THE DOMINION AMENDMENT AND  
RESTATEMENT TO COMMUNITY MANUAL**

The Dominion Homeowners Association, a Texas non-profit corporation (the "Association") previously adopted that certain The Dominion Amendment and Restatement to Community Manual, recorded as Book 16289, Page 1781 and as Document No. 20130171326 of the Official Public Records of Bexar County, Texas (the "Community Manual").

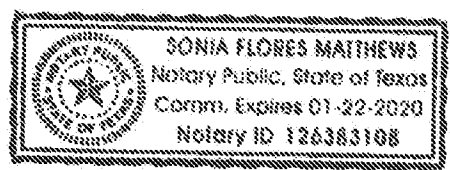
The Association adopted and approved this Supplement to the Dominion Amended and Restatement to Community Manual amending the Violation and Enforcement Policy for the Rules and Regulations for Motorized Vehicle Operations, Safety and Use of Roads attached as Attachment 15 to the Community Manual (the "Violation and Enforcement Policy") and further amending the Fee Schedule attached as to the ACC Review Requirements for The Dominion Homeowners Association attached as Attachment 16 to the Community Manual (the "Fee Schedule"). The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Association, and that this is a true and correct copy of the Supplement to Amendment and Restatement to Community Manual adopted by the Board of Directors of the Association with which includes the Violation and Enforcement Policy and Fee Schedule as adopted by the Board of Directors of the Association at an open board meeting with notice to Owners held on the 22 day of June, 2016.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 7 day of JULY, 2016.  
Carla Ruiz  
Carla Ruiz, Secretary

THE STATE OF TEXAS        §  
   §  
COUNTY OF BEXAR        §

This instrument was acknowledged before me this 7 day of JULY, 2016 by CARLA RUIZ the Secretary of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)



Sonia Flores Matthews  
Notary Public Signature

Cross-reference to Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950, Page 61, in the Official Public Records of Bexar County, Texas, as amended and with any supplements and annexations thereto (the "Declaration"), and that certain Amendment and Restatement to Community Manual recorded under Document No. 20130171326, Official Public Records of Bexar County, Texas, as amended and with any supplements thereto. In the event of a conflict between the terms and provisions of the documents recorded herewith or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

THE DOMINIO  
SUPPLEMENT TO  
AMENDMENT AND RESTATEMENT TO  
COMMUNITY MANUAL

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| 16. | ACC RULES<br><i>* Amends and Restates <u>Only the Fee Schedule</u>, in its entirety</i>   | ATTACHMENT 16 |

ATTACHMENT 15

THE DOMINION HOMEOWNERS ASSOCIATION

AMENDED AND RESTATED

VIOLATION AND ENFORCEMENT POLICY FOR RULES AND REGULATIONS  
FOR VEHICLE OPERATIONS, SAFETY, AND USE OF ROADS

The policy has been established for the health, safety, security, and wellbeing of all residents of The Dominion and their guests, licensees, and invitees. It is the hope of the Association that "THE RULES AND REGULATIONS FOR VEHICLE OPERATION, SAFETY AND USE OF ROADS" (hereinafter "**Vehicle Rules & Regulations**") that are being implemented by the Board, will receive voluntary compliance. However, the Board realizes there may be a number of residents, guests, visitors, licensees, and/or invitees who will not comply with the Vehicle Rules & Regulations.

ARTICLE I.  
DEFINITIONS

The following terms, when used in this Policy, shall have the following meaning unless the context requires otherwise:

1. Association shall mean The Dominion Homeowners Association, the nonprofit which is referred to in the Umbrella Declaration and its successors and assigns.
2. Board shall mean and refer to the Board of Directors of the Association.
3. Common Properties shall mean the properties situated in the subdivision to be owned and maintained by the Association for the common use and enjoyment of the Owners, as well as those private streets, bridges, greenbelts, parkways, medians, islands, security gates and other facilities now or hereafter situated anywhere within The Dominion.
4. Guests, Visitors and Invitees shall mean anyone who is not a Resident of The Dominion.
5. Invitee shall mean a person who receives an express or implied invitation by a Resident to enter The Dominion for purposes other than connected with business.
6. Limits shall mean the total number of Violations a Resident, Residence, Guest, Visitor, or Invitee is allowed to receive before penalties will be applied.
7. Management Staff shall mean any person(s) the Board may hire to manage the Association.
8. Motorized Vehicle shall mean all licensed motorized vehicles including, but not limited to: passenger vehicles, trucks, motorcycles, golf carts, construction and service vehicles, motor homes and recreational vehicles.
9. Unauthorized Motorized Vehicles shall mean all unlicensed motorized vehicles including but not limited to: all-terrain vehicles, motorized scooters, bicycles, skate boards, go- carts, in-line skates, or other unlicensed vehicles with a motor. **Golf carts are not considered an unauthorized motorized vehicle.**
10. Unauthorized Non-Motorized Vehicles shall mean all non-motorized vehicles operated in Violation of any rule or policy or upon any prohibited Association property including but not limited to: carts, scooters, bicycles, skate boards, in-line skates or other similar- vehicles without a motor.

11. Penalty or Penalties shall mean the action taken by the Board against anyone who reaches the Limits for Violations.
12. Radar shall mean an electronic speed-measuring device.
13. Residence shall mean a single address within The Dominion.
14. Resident shall mean anyone who resides in The Dominion on a full time or part time basis, including lessees.
15. Security shall mean any company or persons the Board may hire to perform security for the Association.
16. Transmitter shall mean the Transmitters used to automatically open the Residents gates.
17. Suspended Transmitter shall mean any Transmitter which is turned off for Violations which are in excess of the Limits.
18. Traffic Control Devices shall mean Speed Limit signs, Stop signs, Yield signs, One Way signs, Entry Gate Access Signal, and other signs, signals, markings, or devices as defined by §541.304 of the Texas Transportation Code.
19. Violation shall mean a Class A or Class B Violation as described herein even if a Violation Notice is not delivered in person to the Violator or if the Violation Notice is not signed by the Violator.
20. Violation Notice shall mean a written notice delivered in person or by mail in accordance with the terms of these policies which advises a Violator that they have violated the Vehicle Rules & Regulations or the Rules and Regulations for Vehicle Operations, Safety and Use of Roads.
21. Violator shall mean anyone who violates any of the Vehicle Rules & Regulations or the Rules and Regulations for Vehicle Operations, Safety and Use of Roads.

Capitalized terms used but not defined in this policy shall have the meaning subscribed to such terms in the Declaration.

Article II.  
CLASSES OF VIOLATIONS

1. Class A Violation shall mean any of the following:
  - a. Speeding ten (10) miles per hour or more over the posted speed limit of 30 MPH on Dominion Drive, Brenthurst Drive, and Ambassador Drive.
  - b. Speeding ten (10) miles per hour or more over the posted speed limit of 20 MPH on any secondary street.
  - c. Failure to stop when being pursued and/or signaled to stop by Security.
  - d. Violation of any Section 545.066 [Passing a School Bus] of the Texas Transportation Code.
  - e. Reckless driving (driving a vehicle in willful or wanton disregard for the safety of persons or property) pursuant to Section 545.401 [Reckless Driving: Offense] of the Texas Transportation Code.

- f. Resident authorizing the entry of a Visitor to The Dominion for the purpose of allowing the Visitor to access another residence or location in The Dominion.
  - g. Failure to stop at a stop sign.
  - h. Driving a motorized vehicle (of any type, including golf carts) within The Dominion or on Association Property without a current driver's license.
  - i. Driving a motorized vehicle within The Dominion or on Association Property without proof of current vehicle insurance coverage.
2. Class B Violation shall mean any of the following:
- a. Failure to comply with The Dominion entry gate regulations and Security personnel instructions for vehicle access to the community.
  - b. Utilizing, operating, or driving an unauthorized motorized vehicle on prohibited Association Property.
  - c. Utilizing, operating, or driving an unauthorized non-motorized vehicle on prohibited Association Property.
  - d. Unauthorized parking on Association Property.
  - e. Parking in Violation of the "Rules and Regulations for Vehicle Operations, Safety and Use of Roads" as follows: "Owners shall not park vehicles in alleys, on streets, or on unimproved property between the hours of 2 a.m. and 6 a.m." The Association may grant exceptions of up to seventy-two (72) hours within a three (3) month period.
  - f. Driving Visitor with suspended privileges or without a current driver's license through gate and then allowing Visitor to drive inside the community.

Article III.  
LIMITS AND PENALTIES

1. Residents

<u>Violation Class</u>	<u>Penalty</u>
A	All Transmitters associated with the address of the Violator shall be suspended for thirty (30) days, requiring those individuals to use the visitor access lane.  For Violators speeding in excess of 55 MPH, all Transmitters associated with the address of the Violator will be suspended for sixty (60) days, requiring those individuals to use the visitor access lane.
B	Warning letter on initial Violation, 14-day Transmitter suspension on the second Violation if the second Violation occurs within ninety (90) days.

2. **Guests, Visitors, and Invitees**

<u>Violation Class</u>	<u>Penalty</u>
A	Violator banned from driving in the community for fourteen (14) days. Resident may meet the Violator at the gate and bring in Violator in Resident's vehicle.  Any Transmitters associated with the Violator shall be suspended for thirty (30) days (may include Resident Transmitters).
B	Warning letter to Resident on initial Violation.  On second Violation within ninety (90) days, any Transmitters associated with the Violator shall be suspended for fourteen (14) days (may include Resident Transmitters).

3. **Commercial and Work Visitors**

<u>Violation Class</u>	<u>Penalty</u>
A	Violator banned from driving in the community for thirty (30) days. Resident may meet the Violator at the gate and bring Violator to job site in Resident's vehicle, or may drive Violator's vehicle to job site.  Any Transmitters associated with the Violator shall be suspended for thirty (30) days (does <i>not</i> include Resident Transmitters).
B	Warning letters to Violator and to Resident on initial Violation.  On second Violation within ninety (90) days, Violator banned from driving in the community for fourteen (14) days. Resident may meet Violator at the gate and bring Violator to job site in Resident's vehicle, or may drive Violator's vehicle to job site.  Any Transmitters associated with the Violator shall be suspended for fourteen (14) days (does <i>not</i> include Resident Transmitters).

*NOTE: Goal is to avoid the necessity of having to keep track of multiple offenses. Premise is that Association and Security will remember/recognize repeat Violators and can determine action on an as-needed basis.*

## ATTACHMENT 16

### FEE SCHEDULE

Fee Schedule	Review Fee*	Compliance Deposit***	Permit Fee**
<b>New Development:</b>			
Plat Review	\$500	NC	NC
Common Area Improvements	NC	\$27,500	\$11,000
<b>New Residence:</b>			
Plan Review (2 Reviews to include Residence, Hardscape, Landscape & Irrigation, Pool, Fence, etc.)	\$250	\$2,750	\$3,300
2 Additional Reviews	\$250	NC	NC
<b>Existing Residence:</b>			
Additions/Remodeling (Exterior) requiring concrete truck and/or machinery	\$250	\$1,100	\$1,100
Major Landscape/Hardscape Changes and Additions requiring concrete truck and/or machinery	\$100	\$1,100	\$1,100
Minor Landscape Changes	\$50	NA	NA
Pool	\$50	\$1,100	\$1,100
Fence requiring concrete truck and/or machinery	\$50	\$1,100	\$1,100
Fence not requiring concrete truck and/or machinery	\$50	\$550	
Pool/Fence Combination	\$100	\$1,100	\$1,100
Outbuilding (Covered structure with no living quarters) requiring concrete truck and/or machinery	\$50	\$1,100	\$1,100
Play Equipment	\$50	\$550	
Sport Court	\$50	\$1,100	\$1,100
Patio requiring concrete truck and/or machinery	\$100	\$1,100	\$1,100
Patio (Minor Addition to Existing)	\$50	\$550	NA
Exterior Color Change	\$50	NA	NA
Roof Changes	\$50	NA	NA
Sculpture/Yard Art	\$50	NA	NA
Solar Panels	\$50	NA	NA
Pergola	\$50	NA	NA

**NC No Charge**

\* **Non-refundable** and please note that the Review Fee includes (i) the initial review by the ACC; and (ii) one additional review by the ACC if the original submission has been returned to the Owner for revision, clarification, or to address ACC comments and questions. In the event any additional ACC review is necessary or required, an additional Review Fee will be required to be paid by the Owner.

\*\* **Non-refundable**

\*\*\* **Refundable** (In accordance with the terms of the Owner Agreement or the Builder Agreement, as applicable. The Compliance Deposit is the "Compliance Deposit" as defined in the Builder Agreement and must also be paid irrespective of whether a Compliance Deposit is paid in accordance with the Builder Agreement)



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STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
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COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*