

AFTER RECORDING RETURN TO:

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

THE DOMINION  
AMENDED AND RESTATED  
ADOPTION OF SPECIAL ASSESSMENT

Cross Reference to Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded In Volume 2956, Page 0061, Bexar County, Texas and any amendments or supplements thereto.

THE DOMINION HOMEOWNERS ASSOCIATION

AMENDED AND RESTATED ADOPTION OF  
SPECIAL ASSESSMENT

1. Adoption of Special Assessment. Pursuant to terms and provision of that one certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, and any amendments or supplements thereto (the "Umbrella Restrictions"), The Dominion Homeowners Association, a Texas non-profit corporation (the "Association") hereby adopts the following Special Assessment pursuant to the terms and provisions of Article III of the Umbrella Restrictions, which amends and replaces in the entirety any previous Adoption of Special Assessment by the Association:

(a) Amount; Effective Date. The Board shall levy a Special Assessment in the amount of \$2,500.00, which shall be payable in accordance with subsection (b) below and subsequent to the date upon which this document is recorded in the Official Public Records of Bexar County, Texas.

(b) Date of Accrual. The Special Assessment shall arise upon closing and/or each transfer of title to the Lot, including upon transfer of title from one owner of such Lot to any subsequent purchaser or transferee thereof. The Special Assessment shall be due and payable by the transferee of the Lot, and the obligation to pay such Special Assessment accrues on the date the transferee takes title to the Lot.

(c) Exempt Transfers. Notwithstanding the foregoing provision, the following transfers will not be subject to the Special Assessment, except to the extent that any of the following are used for the purpose of avoiding the payment of the Special Assessment:

- (i) any transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including transfers in connection with foreclosure of a deed of trust or mortgage or in connection with a deed given in lieu of foreclosure, a tax lien, or the Association's assessment lien;
- (ii) any transfer to, from, or by the Association;
- (iii) any voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent;
- (iv) any transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city and county, municipality, district or other political subdivision of such states.
- (v) any transfer or change of interest by reason of death, whether

provided for in a will, trust or decree of distribution;

- (vi) any transfer made solely for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;
- (vii) any transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding;
- (viii) any consecutive transfer of a Lot wherein the interim owner acquires such Lot for the sole purpose of immediately reconveying such Lot to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot, provided the Association specifically approves such exemption in writing in each particular case; and
- (ix) any transfer of a Lot to an individual(s) or entity that within the preceding 24 months of the transfer owned a Lot and has no unpaid assessments due and owing to the Association.

In the event of any dispute regarding whether any of the afore-mentioned exemptions applies to a specific transfer, such dispute shall be resolved by a majority of the Board.

(d) Additional Assessment. The Special Assessment levied pursuant to this instrument shall be in addition to, not in lieu of, any other assessments levied in accordance with *Article III* of the Umbrella Restrictions and will not be considered an advance payment of any such other assessments.

(e) Personal Obligation; Continuing Lien. If the Special Assessment levied pursuant to this instrument is not paid as required upon closing and/or each transfer of title to the Lot as required, the Special Assessment payment shall become the personal obligation of the transferee under the transfer in question and there shall be a continuing lien against the applicable Lot for the amount of the Special Assessment and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the provisions of *Article III* of the Umbrella Restrictions, including but not limited to judicial or non-judicial foreclosure of the continuing lien.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Umbrella Restrictions and all other terms and provisions of the Umbrella Restrictions remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the date this instrument has been recorded in the Official Public Records of Bexar County, Texas.

THE DOMINION HOMEOWNERS ASSOCIATION, a  
Texas corporation

By: \_\_\_\_\_

ROB MCDANIEL

Print Name

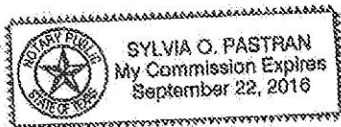
GENERAL MANAGER

Print Title

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of January, 2014,  
by Rob McDaniel of The Dominion Homeowners Association, a Texas corporation, on  
behalf of said corporation.

(SEAL)



Sylvia O. Pastran  
Notary Public Signature

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01/14/2014 2:52PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$38.00

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.  
01/14/2014 2:52PM  
COUNTY CLERK, BEXAR COUNTY TEXAS

