

FILED
ALAMO TITLE

FILE COPY

Doc# 2002035815B
Pages 18
08/26/2002 12:00:10 PM
Recorded in
Official Records of
BEXAR COUNTY
CLERK
#1-00

DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS
FOR UNIT 5-B OF THE DOMINION COTTAGE ESTATES

WHEREAS, on or about March 27, 1986, a Declaration of Protective Covenants for the Dominion Cottage Estates was filed of record in Volume 3856, Pages 1033-1055, Real Property Records, Bexar County, Texas; and

WHEREAS, a Correction and Amendment to the Declaration of Protective Covenants for the Dominion Cottage Estates was filed on or about September 13, 1988 to correct a typographical error and is filed of record in Volume 4397, Page 1416, Real Property Records, Bexar County, Texas; and

WHEREAS, on or about December 12, 1988 a Correction and Amendment to the Declaration of Protective Covenants for the Dominion Cottage Estates was filed of record in Volume 4463, Page 155, Real Property Records, Bexar County, Texas; and

WHEREAS, on or about March 13, 1996, a Third Amendment to the Declaration of Protective Covenants for the Dominion Cottage Estates was filed of record in Volume 6695, Page 1890, Real Property Records of Bexar County, Texas (all of the aforesaid referenced documents being hereinafter collectively called the "Declaration"); and

WHEREAS, by virtue of an Assignment of Declarant Rights, filed of record on or about July 27, 1994 in Volume 6149, Page 838, Real Property Records, Bexar County, Texas, Sutton Dominion, Ltd. became the "Declarant", as that term is used in the Declaration, and subsequently assigned its rights as "Declarant" to Dominion Garden Homes, Ltd.; and

WHEREAS, Dominion Garden Homes, Ltd., the present "Declarant", (hereinafter called "Declarant") has heretofore caused a plat for a subdivision comprising eighteen (18) residential lots known as Dominion Cottage Estates Unit 5-B ("Unit 5-B Lots") to be approved by the Planning and Zoning Commission of the City of San Antonio, such subdivision comprising 6.25 acres more particularly described by field notes on Exhibit A, attached hereto and incorporated herein by reference, all such residential lots, together with certain "Common Areas" (as such term is defined in the Declaration) situated within such subdivision, being more particularly depicted on the excerpt of the approved plat for the Unit 5-B Lots, attached hereto as Exhibit B and incorporated herein by reference (the "Approved Plat"); and

WHEREAS, the Unit 5-B Lots are all situated within a 35.179 acre tract which was heretofore annexed into the scope and purview of the Declaration and made subject to the conditions, restrictions and covenants therein contained by an instrument dated on or about November 27, 1991 entitled "Articles of Annexation to Declaration of Protective Covenants for Dominion Cottage Estates" which was filed of record in Volume 5219, Page 1495 of the Real Property Records of Bexar County, Texas; and

WHEREAS, the Unit 5-B Lots are subject to the jurisdiction of the Dominion Cottage Estates Homeowner's Association, Inc. (the "Interior Association") by virtue of the terms of the Declaration, and by virtue of an instrument entitled "Certificate of Annexation to Declaration of Covenants, Conditions, Easements, and Restrictions for the Dominion Planned Unit Development" filed of record in Volume 5219, Page 1500 of the Real Property Records of Bexar County, Texas, are also subject to the jurisdiction of the Dominion Homeowners Association (the "Umbrella Association") as established in that one certain Declaration of Covenants, Conditions and Restrictions for the Dominion Planned Unit Development recorded in Volume 2956, Page 61 of the Real Property Records of Bexar County, Texas (the "Umbrella Declaration"), as well as the terms and provisions of the Umbrella Declaration; and

WHEREAS, Declarant desires to impose certain conditions, restrictions and covenants on the Unit 5-B Lots in addition to those conditions, restrictions and covenants set forth in the Declaration that already governs the use, occupancy and conveyance thereof.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes the following additional conditions, restrictions and covenants to run with the title to and to govern the future use, occupancy and conveyance of the Unit 5-B Lots, as follows (all capitalized terms herein set forth shall have the same meaning ascribed to them by any definitions herein contained or that may be contained in the Declaration, unless the context otherwise dictates):

(1) Rear Load Lots. All of the following Unit 5-B Lots shall be "rear loaded" (i.e., accessed by vehicles) only via a private alley depicted on the recorded plat for the Unit 5-B Lots which is located at or to the rear of each such Lot: Lots 31, 32, 38, 39, 40, 42, 43 and 44 (collectively, the "Rear Load Lots"). All driveways accessing Rear Load Lots must access a private alley, and may in no event directly access a private street. Any Lots covered hereby that are not specifically designated as Rear Load Lots are sometimes collectively referred to herein as "Front Load Lots". Driveways on any Rear Load Lots must allow room to park at least two vehicles on each such Lot in addition to parking afforded by the garage. In no case shall any Owner or guest be allowed to park vehicles on the private alleys.

(2) No Direct Access to Ambassador Lane. No direct vehicular access to a private street serving the Unit 5-B Lots known as Ambassador Lane, by driveway or otherwise, shall be permitted over any boundary of any of the hereinafter designated Lots in Unit 5-B that directly abuts Ambassador Lane: Lots 27, 35, 36, 41, 42, 43 and 44. All driveways serving such Lots must access either another private street or a private alley, as applicable.

(3) Garages Situated on Front Load Lots. Each garage serving any Front Load Lots can be a "front entry" garage only if it is located at least twelve feet (12') to the rear of the frontmost wall of dwelling situated on the Lot and is determined by the applicable Architectural Control Committee (the "ACC") with jurisdiction over the Unit 5-B Lots to be generally consistent with Illustrations A, B, C, D, E, F and/or G appearing as follows:

ILLUSTRATION A

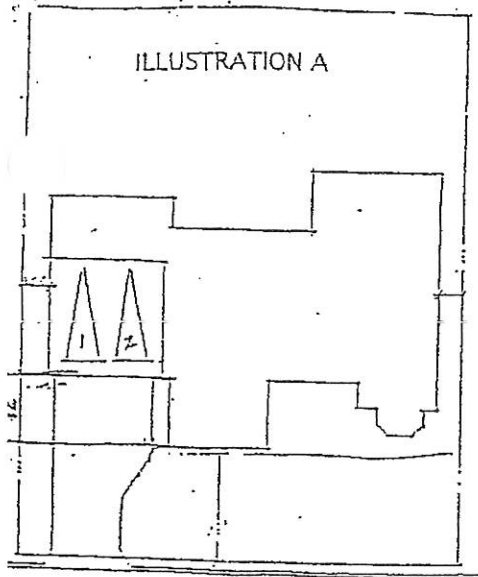


ILLUSTRATION B

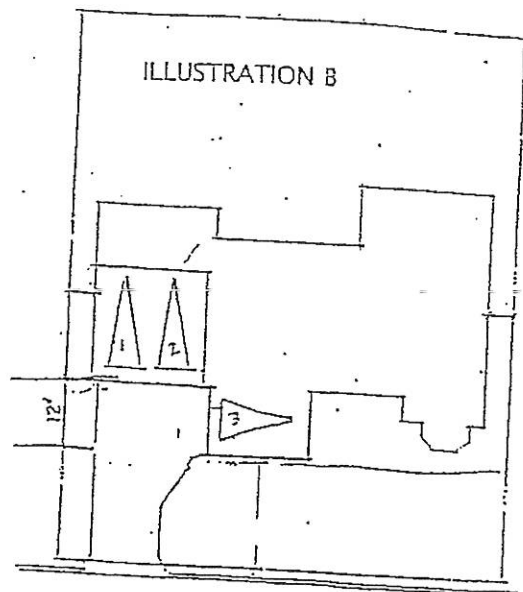


ILLUSTRATION C

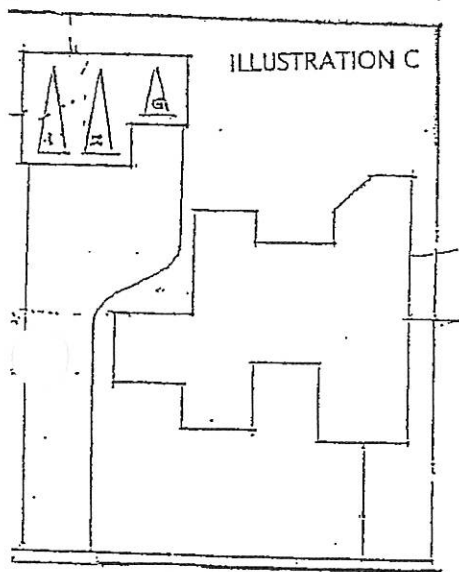


ILLUSTRATION D

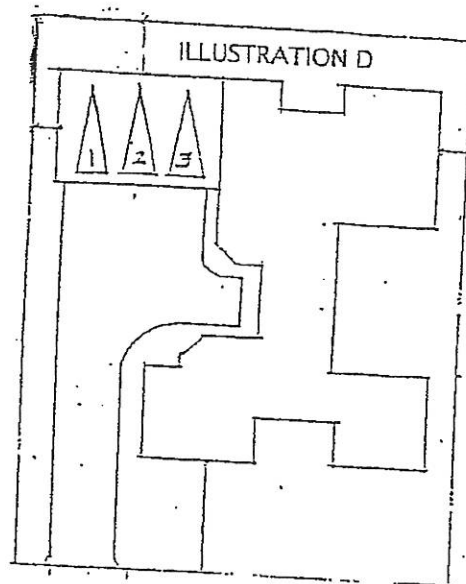


ILLUSTRATION E

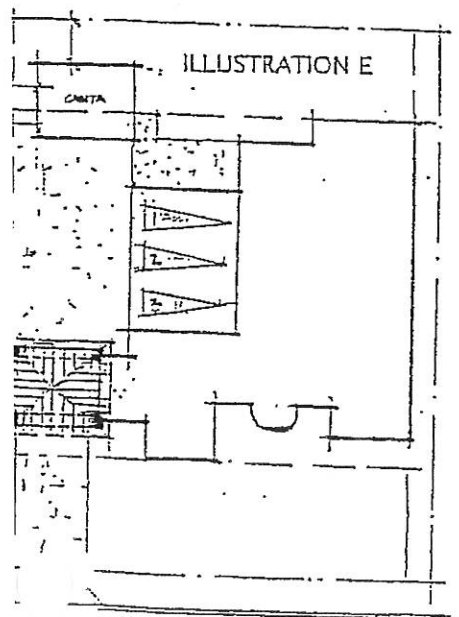


ILLUSTRATION F

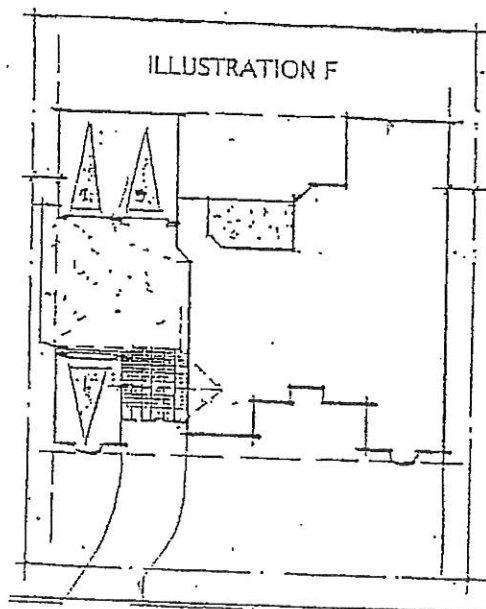
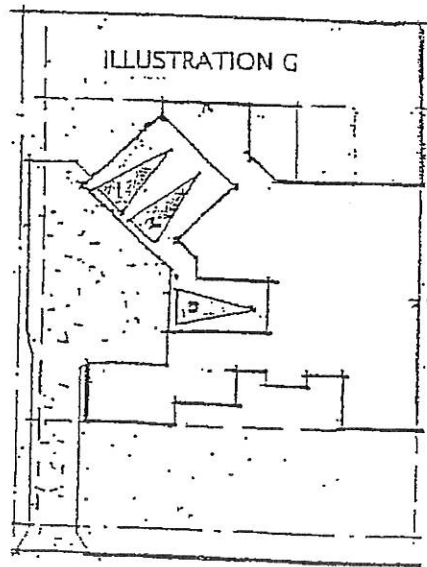
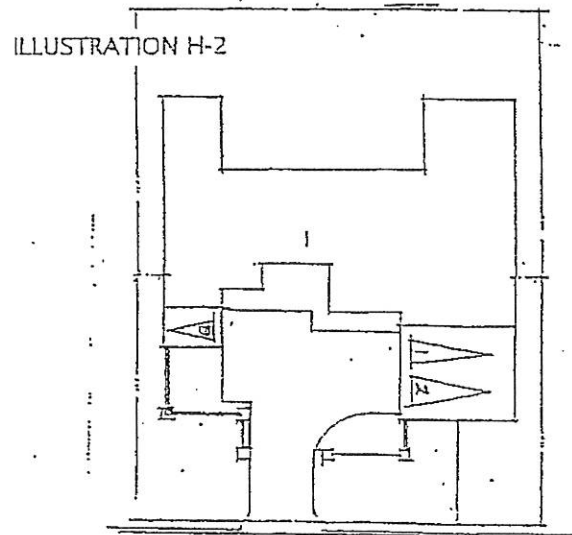
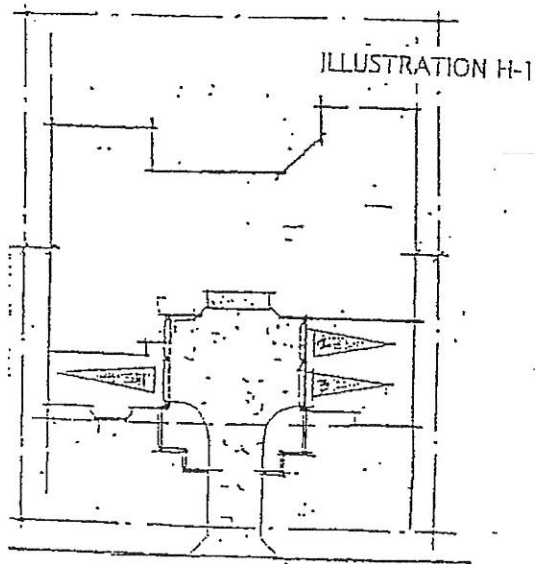


ILLUSTRATION G



Otherwise, "side entry" garages with accompanying "J"-type driveways (together with garage screening walls not exceeding four feet [4'] in overall height and in no case located closer than ten feet [10'] to the front property line) will be required for Front Load Lots in a manner approved in advance by the ACC, so long as such "side entry" garages and accompanying "J" type driveways (together with aforescribed garage screening walls) are in the opinion of the ACC generally consistent with Illustrations H-1 and H-2 appearing as follows:



Any front facing two or three-car garage where the garage doors are parallel to the street must have separate single doors for each bay (i.e. no so-called double doors shall be permitted unless otherwise approved in writing by the ACC). Such limitation shall not apply to side loading or "J" type entry drives.

(4) Special Setback Restrictions for Lots 42, 43 and 44: The front of any dwelling constructed on Lots 43 and 44 of Unit 5-B may not be located within twenty-five feet (25') from the curb of Ambassador Lane and the front of the dwelling on Lot 42 of Unit 5-B may not be located within fifteen feet (15') from the curb of Ambassador Lane. Each Owner of any of the aforesaid specifically designated Unit 5-B Lots shall be obligated to preserve and maintain as many existing trees as practicable within such setback areas in a manner reasonably approved in advance by the ACC.

(5) Assessments:

(a) Interior Association Assessments. Each Owner of a Lot in Unit 5-B, by acceptance of a deed to such Lot, acknowledges and agrees that ownership of a Lot shall be expressly subject to membership in the Interior Association, including the obligation to pay assessments to the Interior Association in the manner required by the Declaration. Each Owner further acknowledges that

the Interior Association has the power to impose liens for non-payment of assessments together with related collection/enforcement rights and has the power to set assessments from time to time, all as set forth in the Declaration, except as herein modified.

(b) Assessments to Interior Association Attributable to Specified Lots. By virtue of the fact that the Interior Association anticipates that it will incur additional expenses attributable to the exterior maintenance of the Unit 5-B Lots as a result of the size of such Lots, the Owners of all of the Unit 5-B Lots when deemed "improved" (ie. When landscaping has been installed) shall be obligated to pay annual assessments equal to 125% of the annual assessments payable by other Owners of Lots presently within the jurisdiction of such Interior Association.

(c) Umbrella Association Assessments. As a matter of clarification, each Owner of a Lot in Unit 5-B shall be further obligated to pay any assessments to which the Umbrella Association is entitled under the terms of the Umbrella Declaration, and shall be subject to all rights and obligations of membership in the Umbrella Association as set forth or otherwise referred to in the Umbrella Declaration.

(d) Commencement of Assessments. Annual assessments for any Lot covered by this instrument that is owned by Declarant shall commence on the date that the ACC issues a building permit for the dwelling to be constructed on such Lot. Annual assessments for any Lot transferred by Declarant to any third party who does not have Declarant status shall commence as of the date of such transfer.

(6) Prohibition on Transfer of Lots by Declarant. In no event shall Declarant be permitted to transfer title to any Unit 5-B Lots to any third parties who do not have Declarant status until such time as the mailbox center serving all such Lots has been completed by Declarant in accordance with plans and specifications heretofore approved by the Umbrella Association, and such mailbox center is operational.

(7) Partial Assignment of Declarant's Rights. Contemporaneously with the sale of the Lots in Unit 5-B, Declarant shall partially assign Declarant's rights to the builder who acquires such Lots (such partial assignment of Declarant's rights to include only those rights attributable to the Unit 5-B Lots).

(8) Stone/Stucco Theme for Unit 5-B Lots. Each Owner of any of the Unit 5-B Lots shall be required to construct a dwelling thereupon that is composed of a stone and/or stucco exterior pursuant to plans and specifications that have been approved in advance by the ACC, it being contemplated that all of the Unit 5-B Lots will have a stone/stucco theme that is conducive to the creation of a sense of harmony and compatibility and that forms a cohesive neighborhood. Any stone used must be chopped or hand-squared to form a square or rectangular cut, and in no event shall

random patterns be permitted. All stone used must be of a tan, cream or earth tone color in accordance with Addendum One attached hereto, and in no event shall stark white, chalk, grey or multi-colored stone be permitted. Stucco colors used for any dwelling shall be one of the approved colors listed on Addendum Two attached hereto or another color approved in writing by the ACC. In no event shall stark white or strong yellows or oranges be permitted for exterior stucco treatments. No brick exteriors will be permitted, except as an accent material. Furthermore, each Owner of any of the Unit 5-B Lots will be required to have a large barrel tile roof of a color that is listed as one of the "Acceptable Roof Colors" set forth on Addendum One attached hereto, and that is otherwise in compliance with Addendum One. In no event shall metal, wood shake or composition roofs be permitted; and, in addition, no flat roofs will be permitted. In addition, every Owner shall be required to provide the then applicable Declarant for the affected Lot with copies of preliminary design submittals and final design submittals covering any improvements within the scope and purview of this Paragraph 8 (including but not limited to color samples of the stone/stucco and roof to be utilized) at the same time that such items are submitted to the ACC. The ACC shall have final approval rights as to such submittals, and the granting of any variances to the standards required herein. Exterior stucco materials, exterior stone/rock, roofs, flatwork, trim colors, fences, window colors, and landscaping for any dwelling situated in Unit 5-B must not violate any of the standards set forth on Addendum One or Addendum Two, unless a variance is granted by the ACC. In the event a variance is requested by an Owner, a copy of such request shall be contemporaneously submitted to the then applicable Declarant.

(9) Maximum Living Space. The maximum living space in any dwelling situated on a Lot in Unit 5-B shall not exceed that number of square feet which is equal to the lesser of (i) 6,000 square feet; or (ii) a sum equal to 40% of the number of square feet comprising the Lot upon which such dwelling is constructed. A specific elaboration of the maximum amount of permitted living space for the Lots in Unit 5-B is set forth as follows:

<u>Lot</u>	<u>Size of Lot</u>	<u>Maximum Permitted Living Space</u>
27	12,303 sq. ft.	4,921 sq. ft.
28	10,308 sq. ft.	4,123 sq. ft.
29	10,809 sq. ft.	4,323 sq. ft.
30	11,877 sq. ft.	4,750 sq. ft.
31	17,174 sq. ft.	6,000 sq. ft.
32	18,882 sq. ft.	6,000 sq. ft.
33	10,974 sq. ft.	4,389 sq. ft.
34	11,048 sq. ft.	4,419 sq. ft.
35	12,797 sq. ft.	5,118 sq. ft.
36	13,019 sq. ft.	5,207 sq. ft.
37	10,842 sq. ft.	4,336 sq. ft.
38	13,524 sq. ft.	5,409 sq. ft.
39	16,557 sq. ft.	6,000 sq. ft.

40	11,829 sq. ft.	4,731 sq. ft.
41	11,329 sq. ft.	4,531 sq. ft.
42	17,197 sq. ft.	6,000 sq. ft.
43	18,192 sq. ft.	6,000 sq. ft.
44	17,142 sq. ft.	6,000 sq. ft.

(10) General Setbacks. All building setback restrictions for the Unit 5-B Lots shall be in accordance with the applicable terms of the Declaration, except that dwellings constructed on each Lot in Unit 5-B, shall not be situated closer than twenty feet (20') to the front property line unless otherwise expressly permitted by Paragraph 4 hereof. In no event shall courtyard walls, garage screening walls or other decorative walls situated beyond ten feet (10') from the front property line be deemed as violative of the twenty foot (20') front setback requirement set forth herein.

(11) Courtyard Walls. Notwithstanding any provisions to the contrary that may be contained in the Declaration, courtyard walls, not to exceed seven feet (7') in height, (such wall height being measured from the inside of the subject wall at finished grade to the top of such wall) shall be permitted, on Lots 27-44 of Unit 5-B so long as such walls do not encroach into the front setback area.

(12) No Parking in Justinian Lane. No Owners of any of the Unit 5-B Lots, or their guests, may park in a private street in close proximity to Lot 44 of Unit 5-B known as Justinian Lane.

(13) Recorded Plat to be consistent with Approved Plat. Declarant covenants and agrees that the plat to be recorded for the Unit 5-B Lots must be consistent in all respects to the Approved Plat. Any deviations thereto must be approved in writing by the ACC.

(14) Commencement of Construction of Dwelling. No construction of any dwelling shall commence on any Lot in Unit 5-B until the ACC issues a building permit for such dwelling, and in no event shall a building permit be issued until annual assessments have commenced for the subject Lot upon which the proposed dwelling is to be constructed.

(15) Conveyance of Common Areas. Those specific Common Areas (i.e., comprised of private streets depicted on the Approved Plat for Unit 5-B) described on Exhibit B shall be conveyed by Declarant to the Umbrella Association promptly upon completion of any improvements thereto.

(16) Special Golf Course Provisions. The following restrictions pertaining to the Dominion Country Club golf course (the "Golf Course") shall be binding on all Owners of the Unit 5-B Lots and their guests:

(a) Golf Cart Paths. No person shall be permitted to jog or walk along the golf cart paths or any other portion of the Golf Course unless the prior written approval of the owner(s) of said Golf Course has been obtained.

(b) Club Nuisance. No person shall, during any golf tournament taking place on the Golf Course, engage in any activity whatsoever which shall interfere with the players' performance during the golf tournament.

(c) Club/Owner Relations. The Dominion Country Club and Golf Course (hereinafter called "the Club") is not a part of the Common Areas described in the Declaration or Common Properties described in the Umbrella Declaration. The Club is private property owned, operated, and administered according to membership policies and rules and regulations adopted by the owner(s) of the Club from time to time. No Owner shall be permitted to begin to play golf from a Lot and the same shall be deemed a trespass. The Club may include, without limitation, golf courses, practice facilities, clubhouses, tennis courts, swimming pools, and related social facilities which are separate from the Common Areas or the Common Properties. These facilities shall be developed and provided at the discretion of the owner(s) of the Club. Such owner(s) have the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, such owner(s) have the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change (including reconfiguration of the golf course), eliminate or cease operation of any or all of the facilities, to transfer any or all of the Club or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges. Ownership of a Lot in Unit 5-B or any other portion of the The Dominion Planned Unit Development does not give any vested right or easement, prescriptive or otherwise, to use the Club, and does not grant any ownership or membership interest therein.

(d) Jurisdiction and Cooperation. It is the Declarant's intention that the Interior Association, the Umbrella Association and the owner(s) of the Club cooperate to the maximum extent possible in the operation of the subdivision in which the Unit 5-B Lots are situated and the Club. Each shall reasonably assist the other in upholding rules and regulations as set from time to time. The Associations shall have no power to promulgate rules and regulations affecting activities on or use of the Club without the prior written consent of the owner(s) of the Club.

(17) Location of Driveways. Notwithstanding any provisions to the contrary contained in the Declaration, any driveway serving the Unit 5-B Lots must be situated

five feet (5') from the side property line, except that beyond a distance of sixteen feet (16") from the street, the driveway may be situated as close as two feet (2') to a side property line. Conditions such as tree locations which prohibit adherence to these driveway restrictions, shall require a variance from the ACC in advance of the placement of any driveways.

(18) Enforcement. If any Owner of a Lot situated in Unit 5-B shall violate or attempt to violate any of the protective covenants herein contained or referred to, it shall be lawful for any person or persons owning real property situated in Unit 5-B or Declarant, or its assigns, or the Interior Association or the Umbrella Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violations. Declarant, for itself, its successors and assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all Lots in Unit 5-B. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from an Owner of a Lot by virtue of not enforcing any protective covenants herein contained.

(19) Conflicts. In the event there is any conflict or inconsistency between the terms of this instrument and any terms contained in the Declaration, this instrument shall control.

[SIGNATURE PAGE FOLLOWS]

Dated this 20th day of August, 2002.

DECLARANT:

Dominion Garden Homes, Ltd., a
Texas limited partnership


By: Its General Partner

Dominion Garden Homes
Development Company, a
Texas corporation

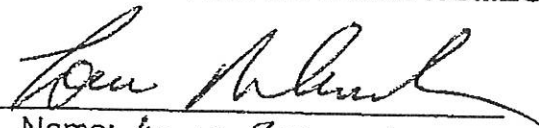
By: 

Name: Russell Parker
Title: President

**APPROVED BY THE UMBRELLA ASSOCIATION:
DOMINION HOMEOWNERS' ASSOCIATION**

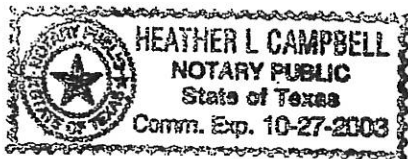
By: 
Name: Susan Wright
Title: President

**APPROVED BY THE INTERIOR ASSOCIATION:
DOMINION COTTAGE ESTATES HOMEOWNERS ASSOCIATION, INC.**

By: 
Name: LOUIS BELINSKY
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

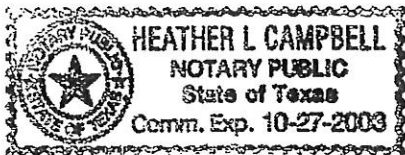
This instrument was acknowledged before me on the 13 day of AUGUST, 2002, by Russell Parker, President of Dominion Garden Homes Development Company, Inc., a Texas corporation, General Partner of Dominion Garden Homes, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Heather L. Campbell
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

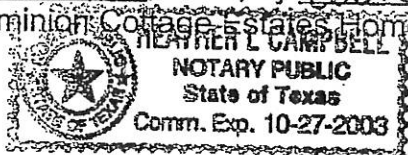
This instrument was acknowledged before me on the 20 day of AUGUST, 2002, by SUSAN WRIGHT, PRESIDENT of Dominion Homeowners' Association, on behalf of said Association.



Heather L. Campbell
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 20 day of AUGUST, 2002, by LOUIS BELUNSKY, PRESIDENT of Dominion Cottage Estates Homeowners Association, on behalf of said Association.



Heather L. Campbell
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Dominion Garden Homes, Ltd.
12416 Hymeadow Drive, Suite 101
Austin, Texas 78750

Attn: Mr. Russell Parker

M:\data\rlk\Dominion Garden Homes\Add'l Prot.Covn'tsDec-U5B-3.doc

EXHIBIT A

FIELD NOTES

FOR

A 6.25 acre, or 272,227 square feet more or less, tract of land being out of that 35.24 acre tract recorded in Volume 5576, Page 1244 of the Deed Records of Bexar County, Texas, being out of Block 4, in New City Block (N.C.B.) 16386 of the City of San Antonio of the Deed and Plat Records of Bexar County Texas, out of the J.H. Gibson Survey No. 5, Abstract 301, County Block 4756 of Bexar County Texas. Said 6.25 acre tract being more fully described as follows:

BEGINNING:

At a found $\frac{1}{2}$ " iron pin being the northeast curb return of Ambassador Lane and Waterford Glen and a common property corner of the subdivision plat and replat of The Golf Course Estates at The Dominion Planned Unit Development (P.U.D.) and The Dominion Cottage Estates Subdivision Unit 4, (P.U.D.) as recorded Volume 9529, Page 200-202, and Volume 9519, Page 89-91 respectively in Deed and Plat Records of Bexar County, Texas, along the common property line of said plat the following:

THENCE:

N $83^{\circ}20'53''$ W, a distance of 44.00 feet to a $\frac{1}{2}$ " iron pin being a point of curvature of a non-tangent curve to the left;

Along the curve to the left, having a radius of 1,048.00 feet, a central angle of $08^{\circ}25'41''$, and a chord bearing and distance of N $02^{\circ}26'17''$ E, 154.02 feet, a distance of 154.16 to THE POINT OF BEGINNING a $\frac{1}{2}$ " iron pin being a point of non-tangency;

THENCE:

S $88^{\circ}12'47''$ W, a distance of 10.77 feet departing from the property line of said Golf Course Estates at the Dominion to a $\frac{1}{2}$ " iron pin on the east right-of-way line of Justinian Lane of said Dominion Cottage Estate Subdivision to a point;

THENCE:

S $81^{\circ}13'14''$ W, a distance of 28.00 feet to a $\frac{1}{2}$ " iron pin being a point of curvature of a non-tangent curve to the left on the west right-of-way line of Justinian Lane and the east property line of Lot 151, Block 16 of said Dominion Cottage Estates Subdivision to a point;

THENCE:

Continuing along the arc of a non-tangent curve concave to the west having a radius of radius 195.24 feet, a central angle of $03^{\circ}31'25''$, and a chord bearing and distance of N $10^{\circ}32'26''$ W, 12.01 feet, and an arc length of 12.01 feet to a $\frac{1}{2}$ " iron pin being the northeast corner of said Lot 151 to a point;

THENCE:

S $81^{\circ}40'10''$ W, a distance of 114.51 feet to a $\frac{1}{2}$ " iron pin being a point of curvature and being the northwest corner of said Lot 151 to a point;

THENCE:

N $08^{\circ}21'53''$ W, a distance of 149.80 feet to a point;

THENCE:

S $80^{\circ}19'36''$ W, a distance of 379.79 feet to a point;

THENCE: S 72°59'42"W, a distance of 179.93 feet to a point;

THENCE: N 09°51'14"W, a distance of 535.09 feet to a point of curvature of a tangent curve also being in the south right-of-way line of Ambassador Lane;

THENCE: Along the south line of Ambassador Lane the following calls and distances:

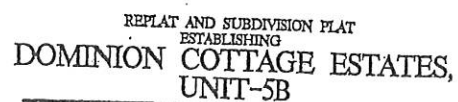
Along the arc of a curve concave to the south having a radius of 303.00 feet, central angle of 15°13'23", and a chord bearing and distance of S 81°36'37" E, 80.27 feet and an arc length of 80.50 feet to a point of tangency;

S 73°59'55"E, a distance of 460.00 feet to a point;

Along the arc of a curve concave to the south having a radius of 728.00 feet, a central angle of 11°46'32", and a chord bearing and distance of S 68°06'39" E, 149.36 feet, and an arc length of 149.62 feet to a ½" iron pin for a point of concentric curvature;

Along the arc of a curve concave to the southwest having a radius of 258.00 feet, a central angle of 50°33'30", and a chord bearing and distance of S 36°56'39" E, 220.35 feet, and an arc length of 227.66 feet to a ½" iron pin for a point of concentric curvature;

Along the arc of a curve concave to the west having a radius of 1048.00 feet, a central angle of 09°52'50", and a chord bearing and distance of S 06°43'29" E, 180.50 feet, and an arc length of 180.73 feet to THE POINT OF BEGINNING and containing 6.25 acres of land in, Bexar County, Texas;



THIS PLAT IS TO
ESTABLISH STREET
ADDRESSES ONLY

STANDARDS

ADDENDUM ONE

(Page 1 of 3)

I. Roof Colors:

(A.) Acceptable Roof Colors:

(all Monier tile roof colors*-
large barrel type España
tile only)

Desert Mirage
Mission San Carlos Blend
Casa Grande
Sandstorm
Newport Sun

(B.) Unacceptable Roof Colors:

No Green
No Blue
No Grey
No White tone, or White
No Red

II. Unacceptable Roof Types:

No flat title
No medium barrel
No small barrel
No metal roofs
No slate roofs
No flat roofs

III. Exterior Stone/Rock:

(A.) Acceptable Exterior Stone/Rock:

Random chopped stone (recta-linear)
Quarry Cut (with smeared mortar only)
Random (with smeared mortar only)

(B.) Unacceptable Exterior Stone/Rock:

No dry stack
No ledge cut stone
No quarry cut (unless using smeared mortar)

ADDENDUM ONE

(Page 2 of 3)

IV. Unacceptable Exterior Stone/Rock Color:

No solid gray
No red
No Chalk White
Mortar: No Grey
No Chalk White
Mortar Style: No raked joints

V. Acceptable Exterior Stucco Products:

(Must use colors supplied on
Addendum Two)

"Cool Stone" look
Acrylic Stucco
Elastomeric Paint

VI. Unacceptable Stucco Colors:

No Red
No Green
No bright Yellow
No Purple tones
No Blue tones
No gray whites, yellow whites, or pure white
No gray

VII. Flatwork:

No Solid Rust
No Solid Red
No Solid Orange

VIII. Trim Color – Facia, Shutters, Soffits, etc:

(Must use colors supplied
on Addendum Two)

No Stark White
No Gray

IX. Landscaping:

No post lights
No wood decks
No wood gazebos

ADDENDUM ONE

(Page 3 of 3)

X. Acceptable Fences:

Masonry/Stucco/Stone
Wrought Iron
Or combination of both

XI. Window Colors:

(A.) Acceptable Window Colors:

Bronze
Terra Beige
Almond

(B.) Unacceptable Window Colors:

No White
No Silver

*The ACC reserves the right to modify this list of approved colors from time to time based on discontinued colors, new colors becoming available, etc.

APPROVED EXTERIOR COLORS

ADDENDUM TWO

Exterior Color Ranges

Stucco Bands & Body;

Facia; Soffits; Windows; or Other Wood Trim Colors

(All colors below are Sherwin-Williams
paint colors & corresponding numbers*)

Eaglet Beige # 2193
Sunporch #2192
Cinnamon Sprinkle #1348
Oak Creek # 2176
Kenyan Kopper #1349
Thai Tan #1335
Travertine # 2200
August Moon # 2199
Splendor Gold # 2198
Yellow Stone # 2197
Eastlake Gold # 0009
Colony Buff # 2207
Row House Tan # 2206
Ligonier Tan # 2191
Mesa Tan # 2208
Lanyard # 2190
Maison Blanche # 2067
Nantucket Duma # 2066
Bedouin Beige # 2044
Yearling # 2183
Roasted Almond #1143
Caen Stone # 0028
Deer Valley # 2184
Wickerwork # 0010
Canoe # 2043

*The ACC reserves the right to modify this list of approved colors from time to time based on discontinued colors, new colors becoming available, etc.

1473740

LF #87-02-368
\$9.00

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

(Phase 5B)

THE STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

WHEREAS, by Declaration of Covenants, Conditions, Easements and Restrictions dated October 18, 1983, and recorded in Volume 2956, Pages 61-84, of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration"), reference to which record is here made for all purposes, DOMINION GROUP, LTD. ("Declarant") subjected certain real property described in said Declaration to certain covenants, conditions, easements and restrictions; and

WHEREAS, Declarant, as set forth in Article I, Section 3 of the Umbrella Declaration, retained the sole right to annex and bring within the purview of said Umbrella Declaration additional property, as designated by Declarant, out of property more particularly described by metes and bounds in Exhibit "B" of the aforesaid Umbrella Declaration, and now desires to annex certain portions of such additional property;

NOW, THEREFORE, Declarant declares that the following described property is hereby annexed as additional "Common Properties," as defined in the Umbrella Declaration (such following property constituting an extension of a private street known as Brenthurst Lane, such extension to such private street to be owned and controlled by the Dominion Homeowners Association, together with utility, greenbelt and landscape easements abutting such private street), and shall be held, sold and conveyed, subject to all easements, restrictions, covenants,

87 0199923 0170379 \$9.00 Y 01 01963

VOL 4 | 45 PAGE | 980

AW

terms and conditions which are set forth in the Umbrella Declaration, and any amendments thereto, to-wit:

That one certain 2.28 acre tract described in Exhibit A attached hereto and incorporated herein by reference.

DATED this 25th day of September, 1987.

DOMINION GROUP, LTD.

BY: THE DOMINION GROUP PARTNERS

By: PROVIDENCE DEVELOPMENT
CORPORATION

By: [Signature]

Its: [Signature]

GENERAL PARTNER
DECLARANT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on Sept. 25, 1987, by L. Wayne Wright, President of PROVIDENCE DEVELOPMENT CORPORATION, a Nevada corporation, General Partner of THE DOMINION GROUP PARTNERS, a Texas General Partnership, General Partner of DOMINION GROUP, LTD., a Texas Limited Partnership, on behalf of said partnership.

Margaret Massey
Notary Public, State of Texas
Notary's name (printed):
Margaret Massey
Notary's commission expires:
4/22/88

PLEASE RETURN TO:
Mr. Richard L. Kerr
Frost Bank Tower
1600 Frost Bank Tower
100 West Houston Street
San Antonio, Texas 78205



VOL 4 / 45 PAGE 1981

FIELD NOTES
FOR

A 2.28 acre tract of land, being out of the L. Colquhoun Survey No. 24, Abstract No. 133, and County Block No. 4034, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a found iron rod for the southeast corner of Lot 1, Block 17, Brenthurst in the Dominion Phase 5A, Planned Unit Development (P.U.D.) as recorded in Volume 9517, Page 104 of the Deed and Plat Records of Bexar County, Texas, said found iron rod also being in the northernmost corner of said 2.28 acre tract, and also being the P.C. of a curve to the left, having a radius of 378.00 feet and a central angle of $11^{\circ}27'33''$, and a chord bearing $S 58^{\circ}15'59'' E$;
- THENCE: With said curve to the left, departing said right-of-way, a distance of 75.60 feet to the P.R.C. of a curve to the right, having a radius of 242.00 feet, and a central angle of $35^{\circ}44'07''$;
- THENCE: With said curve to the right, a distance of 150.94 feet to the P.T. of said curve to the right;
- THENCE: $S 28^{\circ}15'39'' E$, a distance of 125.00 feet to the P.C. of a curve to the left, having a radius of 268.73 feet and a central angle of $30^{\circ}46'16''$;
- THENCE: With said curve to the left, a distance of 144.32 feet to the P.R.C. of a curve to the right, having a radius of 238.45 feet and a central angle of $59^{\circ}17'19''$;
- THENCE: With said curve to the right, a distance of 246.75 feet to the P.T. of said curve to the right;
- THENCE: $S 00^{\circ}15'24'' W$, a distance of 31.64 feet to an angle point, said point being the easternmost corner of the herein described tract;
- THENCE: $S 80^{\circ}58'14'' W$, a distance of 137.29 feet to a found iron rod, being the southernmost corner of the herein described tract, also being the common rear property corner of Lots 5 and 6, Block 1, in The Cloisters of Dominion, P.U.D., as recorded in Volume 9515, Pages 192 through 194 of the Deed and Plat Records of Bexar County, Texas;
- THENCE: $N 31^{\circ}43'30'' W$, along the east boundary of said The Cloisters of Dominion, P.U.D., a distance of 586.16 feet to a found iron rod;
- THENCE: $N 67^{\circ}38'58'' W$, a distance of 90.10 feet to a found iron rod, being the westernmost corner of the herein described tract, and also being on the south right-of-way line of Eton Green Drive in said The Cloisters of Dominion, P.U.D., said point also being the P.C. of a curve to the right, having a radius of 123.00 feet, and a central angle of $26^{\circ}43'25''$;

VOL 4 / 45 PAGE 1982

Field Notes For
2.28 Acre Tract
Page 2 of 2

- THENCE: With said curve to the right, along the southern right-of-way of Eton Green Drive in said The Dominion Phase 5A, P.U.D., a distance of 57.37 feet to the P.C.C. of a curve to the right, having a radius of 18.00 feet and a central angle of $78^{\circ}23'20''$;
- THENCE: With said curve to the right, a distance of 24.63 feet to the P.I. of said curve to the right, said found iron rod also being on the west right-of-way line of said Brenthurst;
- THENCE: N $37^{\circ}27'47''$ E, departing said right-of-way line, a distance of 44.00 feet to the POINT OF BEGINNING, and containing 2.28 acres (99,123 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.
JOB NO: 2194-70-20
DATE: September , 1987
DOC. ID.: FN11-1.9/2(092287)

Any provision herein which restricts the sale, rental or use of the described real property because of any or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF BEXAR
I, Surveyor, do hereby certify that this instrument was FILED in File Number 092287 on the 02nd day of October 1987, and was duly RECORDED in the Official Public Records of Bexar County, Texas on

OCT - 2 1987



Ronald D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

VOL 4 / 45 PAGE 1983

THE STATE OF TEXAS
COUNTY OF BEXAR
I, the undersigned, County Clerk of Bexar County, Texas, do hereby certify that the within and foregoing instrument was duly executed and acknowledged before me by the parties thereto on the day and date hereinafter expressed.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1987 SEP 30 PM 4:33

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number 899999 on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

OCT - 2 1987



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

VOL 4 | 45 PAGE | 984