

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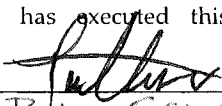
**SUPPLEMENT TO THE DOMINION AMENDMENT AND
RESTATEMENT TO COMMUNITY MANUAL**

[AMENDED AND RESTATED TRANSPONDER POLICY]

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, as amended and supplemented (collectively the "Community Manual").

The Association adopted and approved this Supplement to The Dominion Amendment and Restatement to Community Manual (the "Supplement"), amending and restating the Transponder Policy attached as Attachment 17 to the Community Manual (the "Transponder Policy"). 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 adopted by the Board of Directors of the Association which includes the Transponder Policy as adopted by the Board of Directors of the Association at an open board meeting with notice to Owners held on the 26th day of January, ~~2019~~ 2022

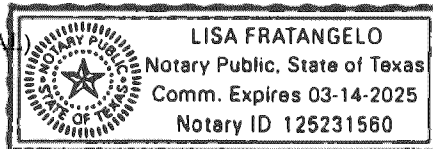
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 1st day of February, ~~2019~~ 2022



Peter Garcia, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me this 1st day of February, ~~2019~~ 2022, by Peter Garcia, the Secretary of The Dominion Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

(SEALED) 



Notary Public Signature

Cross-reference to Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2956, Page 61, in the Official Public Records of Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, 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 DOMINION
SUPPLEMENT TO THE DOMINION
AMENDMENT AND RESTATEMENT TO
COMMUNITY MANUAL
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17. TRANSPONDER POLICY*

*Amends and Restates Attachment 17 in its entirety

ATTACHMENT 17

ATTACHMENT 17
THE DOMINION HOMEOWNERS ASSOCIATION
TRANSPONDER POLICY

Purpose:

This Transponder Policy has been established for the continued maintenance of health, safety, security, and well-being of all Residents of The Dominion, as defined below. It is the hope of the Association that this Transponder Policy shall be upheld, screened and processed via the Security Committee to protect the community and its property values. It was the Board's decision to screen Non-Residents, as defined below, who are obtaining 24-hour, unrestricted access via the Resident Transponder lane.

Summary of Policy

A Transponder may be issued to Owners, Residents and Non-Residents as set forth below. Each Transponder will be numbered. Each Transponder will be assigned to a specific vehicle. All Transponders must be obtained from and installed by the Association office. A Transponder shall be issued to Owners, Residents and Non-Residents only upon receipt of appropriate fees and required documentation as set forth in this Transponder Policy. All Vehicle Affixed Transponders will automatically deactivate if removed from a vehicle.

Definitions:

1. Association shall mean the Dominion Homeowners Association, a Texas nonprofit corporation.
2. Handheld Vehicle Transponder shall mean a Transponder that is mobile for temporary vehicle entry to include a loaner for Resident's temporary use.
3. Non-Resident(s) shall mean a person who does not reside within The Dominion.
4. Owner(s) shall mean a person who owns a Lot within The Dominion.
5. Resident(s) shall mean a person who owns a Lot or resides within The Dominion with proof of residency compliant with below guidelines.
6. Transponder(s) shall mean the Transponder(s) or Transmitter(s) used to automatically open The Dominion gates.
7. Vehicle Affixed Transponder shall mean a Transponder that is adhered, affixed, or installed on a vehicle.

Guidelines for Proof of Residency and Vehicle Ownership

All Residents must provide a valid driver's license with an address within The Dominion and vehicle registration to identify the owner of the vehicle. A vehicle insurance card is also accepted with any of the previously mentioned forms of identification.

Non-Residents must complete a Non-Resident Transponder Application, attached hereto as Exhibit 1 and incorporated herein by reference, and a Resident Sponsor and Non-Resident Agreement Form, attached hereto as Exhibit 2 and incorporated herein by reference. In addition, the Non-Resident's valid driver's license and vehicle registration must be provided along with any other documentation required by the Association.

Once all of the required documentation is received, the Association will determine whether or not to issue a Vehicle Affixed Transponder to a Non-Resident. The Security Committee meets monthly and may review any appeal of a Non-Resident Transponder Application that does not fall within the guidelines established by this Transponder Policy.

Owner and/or Resident Transponders

1. Transponders are issued to licensed vehicles for Owners and/or Residents only upon submittal of vehicle and ownership and/or residency information as required by the Association.
2. There is no limitation to the number of Transponders a Resident may obtain as long as each vehicle is registered with the Association.
3. Resident Transponder fees are non-refundable and non-transferrable.
4. If a Transponder is found to be on a vehicle not registered with the Association, it will be deactivated.
5. Transponders will allow access to the entire community twenty-four (24) hours a day, unless otherwise specified.
6. Transponders can be purchased at a cost to be determined by the Board of Directors. Any and all charges for Transponders are subject to change and will be communicated to Owners and/or Residents in a timely manner.
7. Transponders of previous Owners and/or Residents will be deactivated. Stolen vehicles must be reported immediately to the Association office for Transponder deactivation.
8. Transponders will not be issued to non-owner Residents (lessees/renters) until a valid lease agreement has been provided to the Association.
9. Transponders will not be issued to any Owner or Resident who has any unpaid Association assessments and/or fees. For a Resident who is not an Owner, no Transponder will be issued if there are unpaid Association assessments and/or fees for the Lot. Transponders issued to Owners

or Residents will be deactivated in the event there are Association assessments and/or fees for the Lot that are sixty (60) days in arrears.

10. Subject to Association approval, a temporary Handheld Vehicle Transponder may be issued to an Owners or Resident if the Vehicle Affixed Transponder issued for use is not functioning properly. This temporary measure is designed to afford the Owner/Tenant and the Association a short period of time to address the defective equipment.
11. Temporary Handheld Vehicle Transponders may also be made available to Owners and/or Residents in the event a registered vehicle, to which a Transponder has been affixed, is being repaired. A temporary Handheld Vehicle Transponder will only be activated for the duration of the repair of the registered vehicle and must be returned to the Association office. Failure to return a temporary Handheld Vehicle Transponder will result in a charge of an amount determined by the Board of Directors.
12. Residents are subject to deactivation as set forth in the Violation and Enforcement Policy for Rules and Regulations for Vehicle Operations, Safety and Use of Roads.

Non-Resident Vehicle Affixed Transponders

1. Only Vehicle Affixed Transponders will be issued to Non-Residents. Handheld Vehicle Transponders are expressly prohibited for Non-Residents.
2. Vehicle Affixed Transponders will only be issued to Non-Residents in the following categories: caretaker, home health care and/or special needs provider, full-time household employee, or family member who does not reside in The Dominion.
3. Non-Resident Vehicle Affixed Transponders must be requested and sponsored by the Owner or Resident. The Owner or Resident sponsoring a Non-Resident must complete and have a Non-Resident Transponder Application approved by the Association. Each Non-Resident must have the Vehicle Affixed Transponder installed on the approved vehicle by the Association office.
4. All Non-Resident Vehicle Affixed Transponders will automatically expire at the end of each calendar year. In order to renew a Non-Resident Vehicle Affixed Transponder, the sponsoring Owner or Resident must submit a Non-Resident Transponder Application. If the Non-Resident Transponder Application is approved by the Association and payment is made in an amount to be determined each calendar year by the Board of Directors, then the Non-Resident Vehicle Affixed Transponder will be re-activated. The cost of a Non-Resident Vehicle Affixed Transponder is subject to being changed by the Board of Directors and will be communicated to the sponsoring Owner or Resident in a timely manner.
5. The Non-Resident Vehicle Affixed Transponder will be active until the end of calendar year, unless deactivated pursuant to this Transponder Policy. Non-Resident Vehicle Affixed Transponder will allow twenty-four (24) hour access via the Transponder lane at all open security gates.

6. Non-Resident Vehicle Affixed Transponders application fees are non-refundable and non-transferrable.
7. Non-Residents with Vehicle Affixed Transponder should also be included on the sponsoring Owner's or Resident's permanent guest list in order to facilitate entrance when using a different vehicle when entering The Dominion.
8. Non-Resident Vehicle Affixed Transponders will not be issued if the sponsoring Owner or Resident has unpaid Association assessments and/or fees. Once issued, Non-Resident Vehicle Affixed Transponders will be deactivated if there are unpaid Association assessments and/or fees for the Lot of the sponsoring Owner or Resident that are sixty (60) days in arrears.
9. Non-Residents who are approved to receive a Vehicle Affixed Transponder must abide by all Association Rules and Regulations. Non-Resident Vehicle Affixed Transponders may be deactivated, without refund, by the Association for any traffic or safety violation established by the Association. Non-Residents may be denied Vehicle Affixed Transponders if they have a history of violating Association Rules and Regulations.

Handheld Vehicle Transponders

1. Residents with proof of a valid Texas car dealer's license may apply for the issuance of one (1) Handheld Vehicle Transponder in accordance with the following Rules; however, the issuance of a Handheld Vehicle Transponder is an exception to the general rule requiring transponder access only through the use of a Vehicle Affixed Transponder.
2. The Resident must present proof that the Resident holds, or is the owner or employee of a business that holds, a valid permit or license for the commercial or retail sale of automobiles or trucks.
3. Only one (1) Handheld Vehicle Transponder will be allowed per valid dealer license provided to the Association office. Only one Handheld Vehicle Transponder may be requested, even if the Resident has multiple occupants at the Lot or the Resident owns multiple Lots.
4. The term of use will be one (1) year unless the Association determines the transponder should be issued for a shorter period of time.
5. The annual Handheld Vehicle Transponder fee must be tendered at the time the Handheld Vehicle Transponder is requested. At the time this policy was recorded, the annual fee was \$500. The fee is subject to change and is determined by the Board of Directors. No refund will be made if the Handheld Vehicle Transponder is deactivated. A Handheld Vehicle Transponder may be deactivated for nonpayment.
6. The issuance of a Handheld Vehicle Transponder is the conditional grant of the use of the issued Handheld Vehicle Transponder. Use of the Handheld Vehicle Transponder must conform to all rules and policies of the Association and the Handheld Vehicle Transponder is solely for use by the Resident to whom the Handheld Vehicle Transponder was issued. Nothing herein creates any

continuing right to use a Handheld Vehicle Transponder, and the transponder rules and this Transponder Policy are subject to revision at any time by the Board of Directors.

Transponder Deactivation

Maintaining the activation of a Transponder is subject to all of the covenants, conditions and restrictions applicable to The Dominion, including, but not limited to the Declaration; any sub-restrictions; the Bylaws; the terms and provisions of any Rules and Regulations; this Transponder Policy; the Rules and Regulations for Motorized Vehicle Operations, Safety and Use of Roads; the Violation and Enforcement Policy for Rules and Regulations for Vehicle Operations, Safety and Use of Roads; and the Assessment Collection Policy.

Covenant Violations

Any covenant violation notice sent to an Owner in any six (6) month period may result in the deactivation of all Transponders associated with the Owner's residence until the violation is cured.

Any covenant violation notice sent by a second letter to an Owner in any six (6) month period may result in the revocation of guest privileges for the Owner's residence until the violation is cured, requiring the Owner and/or Resident to use the visitor gate and all visitors and/or guests of the Owner's residence will not be allowed to enter The Dominion unless someone from the Owner's residence comes to the gate to personally escort them to the Owner's residence.

Unpaid Assessments

Any Association assessments that remain unpaid after thirty (30) days from the date of an unpaid assessments notice may result in the deactivation of each Transponder associated with the Owner's residence until the unpaid assessments are paid in full.

Any Association assessments that remain unpaid for sixty (60) days or longer from the date of an unpaid assessments notice may result in the revocation of guest privileges for the Owner's residence until the unpaid assessments are paid in full, requiring the Owner and/or Resident to use the visitor gate and all visitors and/or guests of the Owner's residence will not be allowed to enter The Dominion unless someone from the Owner's residence comes to the gate to personally escort them to the Owner's residence.

EXHIBIT 1



The
DOMINION
Homeowners Association

Non-Resident Transponder Application

| | | |
|-----------------------------------|--------------|-------|
| RESIDENT NAME/NOMBRE DE RESIDENTE | | |
| ADDRESS/DIRECCION EN EL DOMINION | | |
| HOME PHONE | MOBILE PHONE | EMAIL |
| NON-RESIDENT NAME | | |
| HOME PHONE | MOBILE PHONE | EMAIL |

| | |
|--|--------------------------------|
| Make/Marca | Model/Modelo |
| Year/Año | Color |
| State of License Plate/Estado de Placa | License Plate#/Número de Placa |

Please check the applicable box below for the non-resident:

- | | |
|---|---|
| <input type="checkbox"/> Family Member | <input type="checkbox"/> Medical or Home Health |
| <input type="checkbox"/> Full-time Household Employee | <input type="checkbox"/> Other: _____ |

OFFICE USE ONLY

- | | |
|--|---------------------------------|
| <input type="checkbox"/> Driver's license with photo | Entered in Safe House by: _____ |
| <input type="checkbox"/> Vehicle registration | Billed by: _____ |
| <input type="checkbox"/> \$100 fee (per calendar year) | Reviewed/Approved by: _____ |
| <input type="checkbox"/> Proof of Insurance | |
| <input type="checkbox"/> Bill Acct/ACH (Account # _____) Paid w/ <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card | |

[]

EXHIBIT 2



Resident Sponsor and Non- Resident Agreement Form

We hereby certify as follows (both Resident and Non-Resident must initial each below):

____ | ____ Resident Sponsor and Non-Resident each represent that all information submitted with this application and agreement is true and correct.

____ | ____ As a condition for the privilege to possess an active transponder, Resident and Non-Resident agree that the Non-Resident is subject to and will comply with all Dominion rules and regulations applicable to Residents, and particularly the rules and regulations pertaining to vehicle operations, safety, and use of roads and transponders. The rules and regulations are available upon request.

____ | ____ As further conditions for the privilege to possess an active transponder, Resident and Non-Resident agree that Non-Resident will use the transponder exclusively to go to and from the Resident's property. Non-Resident will not allow any other person to use the Non-Resident's car to access The Dominion. Non-Resident will notify The Dominion Homeowners Association of the sale of the Non-Resident's vehicle and/or if the vehicle is stolen. The Resident and Non-Resident will notify The Dominion Homeowners Association if non-resident access into the community is no longer required.

____ | ____ Resident and Non-Resident agree that any misrepresentation of information in connection with or violation of the terms of this application and agreement may result in revocation of the Non-Resident transponder, forfeiture of the \$100 fee, and the deactivation of all resident transponders associated with the Resident's Dominion address for up to 30 days.

____ | ____ Resident and Non-Resident understand that the non-resident transponder fee is \$100 valid for one calendar year and that the fee is non-transferrable and non-refundable.

____ | ____ My initials to these agreements and certifications and signature below, hereby represent and certify that the terms of this application and agreement have been translated and explained to me in Spanish by a person of my own choice. *[Por mis iniciales a estos acuerdos y certificaciones y la firma a continuación, represento y certifico que los términos de esta solicitud y acuerdo han sido traducidos y explicados en español por una persona de mi propia elección.]*

Resident Sponsor Signature

Today's Date/Fecha de Hoy

Non-Resident Signature

Today's Date/Fecha de Hoy

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20220040579
Recorded Date: February 16, 2022
Recorded Time: 4:03 PM
Total Pages: 10
Total Fees: \$58.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/16/2022 4:03 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk