



6087 Babcock



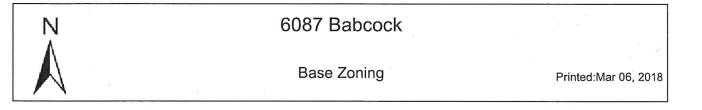
Data Journel of City of San Antonio (COSA) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COSA does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS Data. The GIS data, carfographic products, and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances should GIS products be used for final design purposes. COSA provides this information on an "as is "basis without warrantly of any kind, express or implied, including but not limited to warrantles of merchantlability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information. The appropriate City department should always be contacted for official and current information.

1 inch = 200 feet









The City of San Antonio does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. Information shown on these maps is derived from public records that are constantly undergoing revision. Under no circumstances should GIS-derived products be used for final design purposes. The City provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.

Exhibit "A"

GF 1-183429

Page 1 of 2



STATE OF TEXAS COUNTY OF BEXAR

THENCE:

THENCE:

FIELD NOTE DESCRIPTION OF A 2.464 ACRE TRACT

Being a 2.464 acre tract of land lying in the J. Alemeda Suvey No. 81, Abstract No. 26, Bexar County, Texas, said 2.464 acre tract being a portion of Lot 20, Block 1 of the Oakland Estates Subdivision recorded in Volume 980, Page 281, Deed and Plat Records of Bexar County, Texas, same being described and recorded in Volume 18901, Page 2063, Official Public Records of Bexar County, Texas; said 2.464 acre tract being more particularly described as follows:

BEGINNING: at a 1" iron pipe found at the intersection of the northeast right-of-way line of Babcock Road (80' wide right-of-way), the southeast line of the aforementioned Lot 20, and the northwest line of Lot 19, Block 1 of the aforementioned Oakland Estates, for the east corner of a 0.080 acre tract of land as described and recorded in Volume 4147, Page 521, Deed Records of Bexar County, Texas, (right-of-way take for Babcock Road) and the south corner of the herein described 2.464 acre tract;

leaving the southeast line of the aforementioned Lot 20 and the northwest line of the aforementioned Lot 19, along the northeast right-of-way line of the aforementioned Babcock Road, N34°55'13"W, a distance of 175.00 feet (Record- N35°00'15"W~175.00') to a 1/2" iron rod set with plastic cap stamped "MMES RPLS 6490" for the south end of a cutback line and the most southerly west corner of the herein described 2.464 acre tract;

along the east line of the aforementioned cutback line, N10°01'17"E, a distance of 67.59 feet (Record-N09°56'15"E~70.70') to a 1/2" iron rod set with plastic cap stamped "MMES RPLS 6490" in the southeast right-of-way line of Hollyhock Road (a 60' wide right-of-way per Volume 980, Page 281) and in the northwest line of the aforementioned Lot 20 for the north corner of said cutback line and the most northerly west corner of the herein described 2.464 acre tract;

along the southeast right-of-way line of the aforementioned Hollyhock Road and the northwest line of the aforementioned Lot 20, N55°27'46"E, a distance of 442.33 feet to a point for the north corner of said Lot 20, the west corner of Lot 21 of the aforementioned Oakland Estates Subdivision, and the north corner of the herein described 2.464 acre tract, from which a 1/2" iron rod found bears N57°26'41"W, a distance of 0.32 feet;

THENCE:

leaving the southeast right-of-way line of the aforementioned Hollyhock Road, along the northeast line of the aforementioned Lot 20 and the southwest line of the aforementioned Lot 21, S34°55'06"E, a distance of 219.51 feet (Record- 219.9') to a 1/2" iron rod found for the east corner of said Lot 20, the north corner of the aforementioned Lot 19, and the east corner of the herein described 2.464 acre tract;

THENCE:

leaving the southwest line of the aforementioned Lot 21, along the southeast line of the aforementioned Lot 20 and the northwest line of the aforementioned Lot 19, S55°02'06"W, a distance of 490.06 feet to the PLACE OF BEGINNING and containing 2.464 acres of land.

Notes:

- 1. Basis of Bearing based on the Texas State Plane Coordinate System, South Central Zone (4204) NAD (83).
- 2. (Record-), Record calls taken from Volume 980, Page 281, Deed and plat Records of Bexar County, Texas, and Volume 4147, Page 521, Deed Records of Bexar County, Texas
- 3. A survey plat of even date accompanies this Field Note Description.

I, Paul L. Myers, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made by me in March 2018.

Date 22 nd day of March 2018.

PAUL L. MYERS D

Paul L. Myers

Registered Professional Land Surveyor

No. 6490 - State of Texas

Job #18020 March 22, 2018 PLM

SCANNED



DECLARATION OF RESTRICTIVE COVENANTS

I. **Definitions**

Any term not herein specifically defined shall carry the definition contained in the Code as hereinafter defined.

"Association" shall mean the Oakland Estates Neighborhood Association or any successor organization or legal assignce of its rights under this Declaration, and each owner of real property located on the West side of Oakland Road between Hollyhock Road and Huebner Road within the boundaries of the Subdivision.

"Authorities" shall mean any governmental unit having pertinent authority over the Property, including but not limited to the City of San Antonio, San Antonio Water System, Bexar County, FEMA, SARA and the Texas Commission on Environmental Quality.

"Beneficiary" shall mean the Association and any person now or hereafter owning property located on the West side of Oakland Road between Hollyhock Road and Huebner Road within the boundaries of the Subdivision.

"Code" shall mean the Unified Development Code of the City of San Antonio as in effect from time to time, except for Code provisions 35-311 (Use Regulations) and 35-510 (Buffers), which shall refer to Code provisions in effect on or before the effective date of these Restrictions and recorded in the Deed Records of Bexar County, Texas at Volume 17393, Pages 2107-2171.

"Declaration" shall mean this instrument.

"Development" and formatives of the verb "to Develop" shall be broadly defined herein to include any replatting, rezoning, land preparation, clearing, grading, paving or construction or any other physical land development activity of any sort.

"Footprint" shall mean the area delineated by the greatest of any horizontal perimeter of a Structure measured at every point between and including its foundation slab and roof.

"Interior" shall refer to a street within the Subdivision that is not a Boundary Road or a property within the Subdivision that does not abut a Boundary Road.

"Interior Lot" shall refer to the lot within the Interior that immediately adjoins a Property that faces a Boundary Road.

"Maximum Structure Height" shall mean the height of a Structure at its peak, excepting only a steeple of a house of worship. This height limit is absolute, and there shall be no additional height credit for building setbacks beyond the lesser of the requirements of the

Code or these Restrictions, & Code subsections 35-317(c) & (d) shall not be applied, nor shall any other setback or other credit applicable to Code height limits now or hereafter enacted shall serve to increase that limit.

"Notice" shall mean written notification sent by United States certified mail, return receipt requested, postage pre-paid, to the attention of the Association at its notice address on file with the Planning Department of the City of San Antonio, with a copy so sent to Ms. Sue Snyder, 5655 Road, San Antonio, Texas, 78240 (tel. 210-696-7220).

"Project" shall mean the proposed retail/office development on the Property as described herein.

"Records" shall mean the Real Property Records of Bexar County, Texas.

"Restrictions" shall mean this instrument and its contents.

"Street" shall mean any roadway or road easement, whether public or private, including its entire right of way, and the right of way of a roadway yet unbuilt.

"Structure" shall mean any improvement on the Property, including, without limitation, any building, which is covered or exceeds 6 feet in height.

"Subdivision" shall mean the Oakland Estates Subdivision as recorded in the Records and bounded by Huebner, Babcock, Prue and Fredericksburg Roads ("Boundary Roads").

"Zoning Reqest" shall mean the request to the City of San Antonio to rezone the approximately 1.29-acre Property from "C-1" to "C-2" and to amend the Oakland Estates Neighborhood Plan from "Neighborhood Commercial" to "Community Commercial" pursuant to the Cases as further described below.

II. Ownership

The undersigned hereby represent and warrant that theyhave full power and authority, by their signatures hereto, to bind all of the owners of any and all legal and beneficial interest in the Property ("Owners"), and that they, or either one of them, is the record Owner thereof ("Owner"). The terms "Owner" and "Owners" as used in the Restrictions shall also refer to and bind any and all successors and assigns of Owner and Owners.

III. Properties.

The properties subject to this Declaration are those in that parcel of real property in the City of San Antonio and Bexar County consisting of one (1) separate and distinct tract encompassed in City of San Antonio Zoning Case Numbered Z200234 and City of San Antonio Plan Amendment Case Numbered PA15061 ("Case(s)"), described as: Lot 11, Block 1, New City Block 14701 and also known as 5949 Babcock Road (the "Property").

IV. **Declaration**

The undersigned, on behalf of said Owners, does hereby finally and irrevocably impose the following Restrictions on the Property, and burden the Property with such Restrictions, which are to run with the land, to survive all transfers of ownership of the Property, and to govern any Development, zoning or use of the Property. The Property shall not be Developed other than in full compliance with the most restrictive of the applicable requirements of the Authorities and these Restrictions, applied cumulatively per requirement. The Restrictions shall continue for a period of twenty (20) years, upon the expiration of which they shall immediately renew for an additional period of twenty years, upon the expiration of which they shall immediately renew for a final period of twenty years, after which expiration they shall terminate.

V. Condition

The Restrictions shall not apply if the City Council of the City of San Antonio fails to approve the rezoning or plan amendment for the Property as requested in the Case(s) occurs on or before October 31, 2015. However, it shall be conclusively presumed that such rezoning has occurred unless Owner shall have given Notice to the Association of Owner's view that such has not occurred on or before November 30, 2015.

VI. Limitation Upon Waiver

The Association may effectively waive the applicability of all or a portion of any one of the Restrictions if, but only if, an instrument is executed in writing by its then-serving President and one additional officer then serving, acknowledged before a Notary Public, verifying their then-current Association officer capacities, specifically referencing this Declaration (including the Volume and Page numbers of recordation of this Declaration in the Records), quoting the language of the Restrictions to be waived, specifying the property as to which the Waiver is to apply, and duly recorded in the Records ("Waiver".) This waiver procedure requires substantial advance notice because the Association meets only quarterly and its Bylaws require that these officers gain a 2/3 approving vote of members present at a meeting following presentation of the matter at a preceding meeting, so the process, although simple, could require 3-6 months to process. Should the Association cease to exist or operate, this Declaration may be amended or terminated by the Owner and at least eighty-five percent (85%) of the owners of the lots on west side of Oakland Road between Hollyhock Road and Huebner Road provided that such 85% must include the properties with the street addresses of 9345, 9369, 9373 and 9397 Oakland Road.

VII. Enforcement

Owner agrees to record this Declaration in the Records at its own expense within five business days after approval of the Cases by the City Council of the City of San Antonioowner's signature hereof, but no later than September 10, 2015. Any Beneficiary

is entitled to enforce these Restrictions in any manner prescribed by law. In any action to enforce these Restrictions, it is agreed that Owners, or their successor(s) if ownership has been transferred regarding the Property subject to the action, shall be liable for payment (jointly and severally if more than one successor Owner) of the reasonable attorneys' fees and costs of the party seeking enforcement if such party shall have substantially prevailed, whether in court or by settlement. It is also agreed that if a the Association brings an unsuccessful enforcement action, Owners waive their right to any attorney's fees otherwise reoverable against the Association and, if such fees are nevertheless awarded, hereby irrevocably agree to transfer any judgment for any such award to such judgment debtor for a consideration of \$1.00, immediately upon demand, but this shall expire should the Association bring two (2) enforcement suits, each of which is adjudicated as not qualifying for the enforcement sought.

VII. Restrictions

- 1. <u>Height</u>. No Structure shall be constructed or maintained upon the Property that exceeds twenty-six (26) feet in Maximum Structure Height, except that architectural features constituting less than twenty-five percent (25%) of a building's front/rear façade line may be thirty (30) feet in Maximum Structure Height Any and all buildings shall be single-story and the floor level of that single story shall not be more than eight (8) feet above the grade of the land upon which its foundation is sited.
- 2. <u>Garbage</u>. All garbage collection receptacles shall be fully screened from view from all adjoining properties. Garbage deposition and collection shall not occur between the hours of 8:00 p.m. and 8:00 a.m. No garbage collection shall occur within thrity (30) feet of the rear property line.
- 3. <u>Signage</u>. Signage dimensions may not exceed, in the aggregate, twenty five (25) feet in height and two-hundred (200) square feet in area (exclusive of parking and other "way-finding" signs on the Property). No billboards or other signs advertising anything except businesses with a substantial operation on the premises signed shall be permitted.
- 4. <u>Noise</u>. No outside speakers shall be utilized, whether for announcements, paging, music or otherwise.
- 5. <u>Light</u>. The illuminating component of any outside lighting shall not be located higher than twenty-six (26) feet, and the light must be directed downward and away from the boundaries of the Property sufficiently to avoid illumination of the properties adjoining or facing the Property ("cut-off lighting"). Dark sky lighting techniques shall also be employed. This shall not forbid low-intensity illumination of any primary building structure up to its maximum permitted height. No polemounted illumination shall be located within thirty (30) feet of the rear property line.
- 6. **Parking**. Any parking shall be visually screened from any residential properties adjoining the Property. If a bufferyard is installed pursuant to the Code and/or these Restrictions, such bufferyard shall be deemed sufficient for these purposes.

- Minimum Universal Buffer Yard. Upon and after any Development (other than as a detached, singke family residential use with a minimum lot size of one acre) of any of the Property adjoining an Interor property that is single family residential in either zoning or use, the Type D buffer yard as described in the Unified Development Code of the City of San Antonio as of the date of adoption of said Code in Spring 2001, recorded at Book 9629, Pages 541-550 of the Real Property Records of Bexar County, Texas ("Original Code"), shall be implemented, notwithstanding the actual zoning of such Properties and adjoining properties and/or any subsequent modification of such Original Code requirements and without regard for whether the Code or the Original Code would require such buffer yard or any buffer yard under such circumstances. An eight (8) foot solid screen wood fence shall be installed and maintained along the rear property line. However, if the City Council does not approve the installation of an eight (8) foot fence in connection with the Zoning Request, Owner shall only be obligated to install a six (6) foot fence.
- 8. <u>Strictest Applicable Requirement</u>. The Property shall never be Developed other than in full compliance with the more restrictive of the then-applicable requirements of any Authority and any of these Restrictions, applied cumulatively.
- 9. <u>Tree Preservation</u>. Owners shall comply with the "2010 Tree Ordinance" upon initial Development of the Property unless a more-strict tree ordinance has been adopted by the City, in which case Owners shall comply with such amended ordinance. (currently, the "2010 Tree Ordinance").
- 10. Floodplain Development. Intentionally omitted.
- 11. <u>Drainage</u>. The Owners shall fully comply with all applicable rules and regulations of any Authority regarding drainange and stormwater detention.
- 12. <u>Access Restriction</u>. No Owner shall grant, accede to or otherwise permit any access from any of the Property or portions thereof, to any Interior street or property, without first obtaining the Waiver of the Association.
- 13. Special Additional Buffer Yards. Intentionally omitted.
- 14. <u>Setbacks:</u> Side building setbacks shall be at least ten (10) feet and rear building setbacks shall be at least seventy (70) feet.
- 15. <u>Building Size:</u> The maximum total footprint for all buildings and Structures shall be 12,500 square feet.
- 16. <u>Use Exclusions</u>. Regardless of the zoning of any of the Properties, the following uses are excluded.
 - o Automobile dealerships, paint & body shops, automobile and component service and repair, including oil change.
 - o Bar or tavern serving alcohol unless restricted to beer and wine and excluding spirits.
 - o Boarding house.
 - o Any multi-family residential uses, including apartments attached to a

- commercial building. The only residential uses permitted shall be detached, single-family residential uses with a minimum lot size of $\frac{1}{2}$ acre.
- o Any use requiring industrial or C-3 commercial zoning.
- Any sexually oriented businesses as defined in the ordinances of the City of San Antonio
- o Any dance halls.
- Amusement Video Games/Coin or Token Operated as a primary use Dwelling – Loft
- o Dwelling Housing for On-Premises Caretaker
- o Recreation Athletic Fields Noncommercial
- o Retail Nursery Retail (No Growing Plants On-site Permitted)
- o Service Bed & Breakfast
- o Service Loan Office (as a primary use, e.g. "payday" or "car title" loans)
- o Service Nursing Facility
- o Service Radio or Television Station Studio
- o Service Rooming House
- Social Clubhouse Civic and Fraternal Organizations, Including Lodges and Meeting Halls
- o Alcohol Beverage Retail Sales (Liquor Store)
- o Billiard Or Pool Hall
- o Theater Indoor With 2 Or Less Screens And/Or Stages
- o Cemetery Pets (Limited To Small Animals)
- o Auto Glass Tinting
- o Auto And Light Truck Oil, Lube And Tune Up
- o Auto Rental (Pick Up And Drop Off Only in "C-2", "D" and "ERZD") Auto Alarm And Radio - Retail (Install. Incidental To Sales In "C-2")
- o Auto Parts Retail No Outside Storage In "C-2"
- o Auto State Vehicle Inspection Station
- o Parking Lot Commercial, Subject to 35-384(b) (Parking Lots Requiring Demolition of Dwelling Units) and (d) (Surface Parking Design Standards)
- Parking Lot Noncommercial, Subject to 35-384(b) (Parking Lots Requiring Demolition of Dwelling Units)
- o Parking Garage Commercial or Noncommercial, Subject to 35-384(c) (Parking Structure Design Standards)
- Tire Repair Auto And Small Truck (Sale And Installation Only, No Mechanical Service Permitted)
- Dwelling Attached Apartments/Condominiums With Maximum Density
 Of 10 Dwellings Per Gross Acre (Allowed Ratio Of 1 Square foot Of
 Residential Floor Use To 1 Square foot Of Nonresidential Floor Use) (City
 Council may alter ratios by approval of a specific use authorization)
- o Archery Range Indoor
- o Recreational Facility Community Wide
- o Tennis, Racquetball, Handball, Volleyball Or Basketball (Outside Courts Not Permitted)
- o Glass Retail
- Nursery Retail (Growing Plants On-Site Permitted)
- o Plumbing Fixtures Retail (Incidental To Other Onsite Retail Items In "D")
- Secondhand Merchandise Retail No Outside Storage Or Display Of Inventory Permitted)
- o Silk Screening Retail

- o Appliance Repair Major
- o Auditorium
- o Charitable food and/or clothing bank
- o Charitable food service establishment (no charge for meals)
- o Dry Cleaning Plant (pick-up and drop-off only is permitted)
- Laundry more than five employees (no laundry or dry cleaning "plant" shall be permitted)
- o Lawnmower Repair And Service No Outside Storage In "C-2"
- o Office Call Center over five employees Sign Shop No Outside Storage
- Storage, Climate Controlled
- o Amusement and/or Theme Park
- o Automobile Glass Sales (Installation Permitted)
- Automobile Muffler Installation and Sales
- o Automobile Oil or Lube Service, free standing
- o Automobile Paint and Body Shops
- o Automobile Parts (Wholesale)
- Automobile Repair Service, free standing (including automobile parts installation and outdoor storage)
- o Bingo Parlor
- o Carnival or Circus
- o Cemetery or Mausoleum, including pets
- o Drug Paraphernalia or Head Shop
- o Flea Market
- o Funeral Home or Undertaking Parlor
- o Glass Wholesale
- Housing Multi-Family under whatever zoning category, including executive apartments
- Industrial or Manufacturing Uses (defined as a use requiring "I-1" or "I-2" zoning (and not permitted in a commercial zoning district) as of the date of the restrictive covenants
- o Laser Tag
- o Manufacturing/Industrial Uses
- Massage Parlors (excluding massages by a licensed massage therapist or licensed healthcare professional)
- o Motor Vehicle Sales
- o Nightclub
- Pawn Shop
- Tattoo Parlor/Studio (permanent makeup services are not restricted when associated with spa, beauty service shops, or as administered by medical professionals)
- Taxi Service Parking and Dispatch of Vehicles
- o Theater, Indoor or Outdoor
- o Any use with outside storage
- o Fortune teller
- Hotels or motels

For the consideration recited, the undersigned Owner(s) impose these Restrictions on the Property.

LBK1, LLC

By Dr. Dan Nguyen, Manager

VERIFICATION

STATE OF TEXAS

§

COUNTY OF BEXAR

§

I, Dr. Dan Nguyen, Manager of LBK1, LLC, have read the above and foregoing Declaration of Restrictive Covenants, and verify that to our personal knowledge the facts therein contained are true and accurate.

Sign

Print: Dr. Dan Nguyen, Manager of LBK1, LLC

ACKNOWLEDGMENT

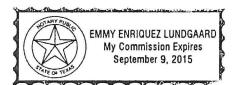
STATE OF TEXAS

§

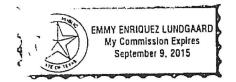
COUNTY OF BEXAR

§

Acknowledged before me by the undersigned Dr. Dan Nguyen, Manager of LBK1, LLC on the day of August, 2015.



Page 8 of 9

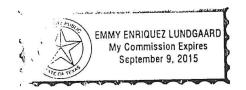


Emmy Enriquez leul saard Notary Public for the State of Texas

Countersignature limited to Association approval as to form:

OAKLAND ESTATES NEIGHBORHOOD ASSOCIATION

By: Kim Rocha, President



Notary Rublic for the State of Texas

Countersignature limited to Association approval as to form:

OAKLAND ESTATES NEIGHBORHOOD ASSOCIATION

By: Kim Rocha, President

Doc# 20150151213 Fees: \$52.00 08/12/2015 4:17PM # Pages 10 Filed & Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK

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 FILEO in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

AUG 1 2 2015

COUNTY CLERK BEXAR COUNTY, TEXAS



Bexar County Plat Book 980 Page 281