

**THE OAKS AT UNIVERSITY PARK &
AUBURN OAKS SUBDIVISION HOMEOWNERS ASSOCIATION
DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by Oaks Uptown Estates, LLC, a Texas limited liability company ("Declarant") and Auburn Oaks Subdivision Homeowners Association, Inc., a Texas nonprofit corporation ("Association").

I.

Definitions

1. "Declarant" shall refer to Oaks Uptown Estates, LLC, a Texas limited liability company, owner of the Property shown in the attached Exhibit "A", and successors and assigns of Oaks Uptown Estates, LLC who acquire fee title to all or a portion of the Property.
2. "Property" shall refer to approximately 7.5 acres of land located out of NCB 14862, in San Antonio, Texas, and more fully described in the attached Exhibit "A".
3. "Association" shall refer to the Auburn Oaks Subdivision Homeowners Association, Inc., a Texas nonprofit corporation.
4. "Site Exhibit" shall mean the exhibit showing the Property attached as Exhibit "B".
5. "Rezoning Request" shall refer to Declarant's request to rezone through City of San Antonio Zoning Case No. Z2016138 the Property from "R-6" Single Family Residential District to "C-2NA" Commercial District, Nonalcoholic Sales and "O-1" Office District.
6. "City" shall mean the City of San Antonio, Bexar County, Texas.

II.

Recitals

1. The Property is the subject of the "Rezoning Request". Declarant has requested rezoning of the Property from "R-6" Single Family Residential District to "C-2NA" Commercial District, Nonalcoholic Sales and "O-1" Office District.
2. Declarant has executed this Declaration in consideration for the Support of the Association of the Declarant's Rezoning Request.
3. The following restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in part or in whole, and their heirs, successors, and assigns.

III.
Restrictions

1. **Prohibited Uses** – Declarant agrees that the uses indicated in the attached Exhibit “C” shall be prohibited on the Property. These uses are excerpted from UDC Table 311-2 “Non-Residential Use Matrix” and are classified and further defined by use type. In the event of ambiguity of any included term, the definition provided by the City of San Antonio Unified Development Code as of the Effective Date shall control.
2. **Buffer** – Declarant shall provide a natural buffer area within the Property along the south Property line as further shown in the Site Exhibit (“Buffer”). The Buffer shall be a minimum of forty feet (40’) wide and shall remain in its natural state, provided however, Declarant shall remove all dead or dying trees and underbrush prior to issuance of a Certificate of Occupancy from the City. Declarant may also install a walking trail within the Buffer. During construction of any building(s) on the Property, Declarant or its contractors shall not use the Buffer for construction purposes without receiving the prior written consent of the Association.
3. **Building Setback** – Declarant agrees that buildings on the Property will be set back a minimum of one hundred and sixty feet (160’) from the southern Property line, as shown in the Site Exhibit. Buildings shall be defined throughout this Declaration as structures designed, built, or occupied as a shelter or roofed enclosure for persons or property; buildings shall not include structures designed for covered, surface parking, such as carports.
4. **Screening of Rooftop Equipment & Communications Towers** – Declarant shall screen from ground view any rooftop equipment or machinery, including, but not limited to, air conditioning units, small satellites, and antennas. This section shall not be interpreted to allow free-standing wireless communications towers, satellite dishes, or antennas, which are prohibited on the Property.
5. **Maximum Building Height** – Buildings on the Property shall not exceed one (1) story in height and shall not include underground parking. Concrete wall panels shall not exceed twenty-seven feet and six inches (27’6”) in height above the finished floor grade, with the exception of the slab break where panel heights cannot exceed thirty-two feet and six inches (32’6”) above the finished floor grade. The maximum building height shall include parapets or other decorative features used for the screening of air conditioning units, machinery, building equipment, or antennas on the top of a building(s).
6. **Dumpsters** – Dumpsters on the Property shall be within approximately eight feet (8’) high enclosures and located at least three hundred feet (300’) from the nearest residential structure within the property governed by the Association as of the Effective Date.
7. **Fence** – Declarant shall construct a fence on or near the southern boundary of the Property as further shown on the Site Exhibit. The fence location may be adjusted onto the Property to preserve mature oak tree(s) located on the southern Property line. The fence shall be approximately eight feet (8’) in height, double sided wood and include bull wire and

insulation board in the interior, as further shown on the attached Exhibit "D" Within the wood fence, a minimum of one (1) masonry column shall be constructed per residential lot abutting the southern Property line as of the Effective Date, if the owner of the particular lot consents to the column. Declarant shall use commercially reasonable efforts to maintain the natural buffer required by Section III (2) of this Declaration when constructing the columns; however, Declarant shall not be in violation of this Declaration if vegetation within the buffer is altered during construction of the columns. The fence shall be constructed prior to issuance of a certificate of occupancy by the City for any building(s) on the Property; provided however, the construction of any fence and masonry column along the southern Property line shall be subject to written approval and consent for construction from each property owner within Auburn Oaks that owns a lot or lots abutting the southern Property line. In the event a property owner does not consent to fence construction prior to issuance of a certificate of occupancy, Declarant shall not be required to construct the fence on the southern Property line directly abutting that property owner's lot; it shall be constructed within Declarant's Property. The fence shall be designed to not obstruct drainage flowing from adjacent properties south of the Property. Neither Declarant nor homeowners within the Association shall plant any vines immediately adjacent to the fence. Declarant shall be responsible for maintenance of the fence structure and for those fence pickets facing the interior of the Property. The Association shall be responsible for maintenance of the fence pickets facing the lots within its boundaries. Declarant shall not be responsible for fence pickets facing the property governed by the Association. Nothing herein shall preclude Declarant from seeking any and all appropriate remedies for willful or negligent damage to the fence.

8. **Outdoor Music** – Declarant shall include in the rules and regulations for all tenants occupying a building(s) on the Property a prohibition on music from exterior speakers after sunset, except for special events. Special events shall include employee or client promotional events or holiday events. Outdoor music for any other event shall require the written consent of the Association president. During special events and other events with outdoor music, tenants shall not violate Chapter 21 of the City Code of Ordinances (as amended) regarding noise.
9. **Light Screening** – Declarant agrees parking lot lighting shall be designed to be angled away from residential structures within property governed by the Association as of the Effective Date. Lighting poles shall not exceed twenty-five feet (25') in height and light shields shall be installed where necessary to ensure that lighting is directed below a 90° angle.
10. **Access** – Access to the Property shall be from a private drive from Silicon Drive to Network Boulevard and will be gated and controlled by a gate and key card after normal business hours. No commercial access to Prue Road to or from the Property shall be permitted by Declarant's commercial clients or tenants.
11. **Tree Preservation** – Declarant shall comply with the City's Tree Preservation Ordinance in effect as of the Effective Date. Declarant shall exercise reasonable care to ensure the health and viability of preserved trees and newly planted trees on the Property.

12. **Stormwater** - Declarant shall comply with the City's drainage and stormwater requirements in effect as of the Effective Date. Declarant shall grade the Property in such a manner as to not direct additional drainage onto property within the boundaries of the Association.
13. **Site Exhibit** – The Site Exhibit is attached to this Declaration to show the location of the Buffer, fence, and building setbacks required herein. The building shown on the Site Exhibit is conceptual. In the event the ground floor building square footage increases ten percent (10%) or more in excess of what is shown on the Site Exhibit, Declarant shall provide an updated Site Exhibit to the Association prior to the start of construction, provided however under no circumstances shall the building encroach into the minimum building setback required herein.
14. **Trapping of Raccoons** – Declarant shall use best efforts to trap and remove raccoons from the Property prior to and during construction.
15. **Quiet Enjoyment** – Declarant shall observe reasonable hours of exterior construction activities to minimize noise and disturbance to surrounding residents. This shall generally be 7:30am to 7:00pm, Monday through Friday. Concrete pours may occur outside these hours, provided the Association is provided written notice one (1) week prior. The hours for interior construction and related activities shall be in accordance with Chapter 21 of the City Code of Ordinances (as amended). When reasonably possible, contractors and others involved in on-site construction activities shall park on the north side of the proposed building(s).
16. **Video Surveillance** – Security cameras located on the Property shall not be directed at any residences within the property governed by the Association, nor shall security cameras be used in such a manner that will view, record, or otherwise invade the privacy of properties within the Association.

IV.

Association Commitments

In consideration for the restrictions granted in this Declaration, the Association shall agree to not oppose Declarant's Rezoning Request. The Association shall also encourage property owners governed by the Association to not oppose the Rezoning Request. In the event the Association opposes the Rezoning Request, Declarant shall have the right, by written notification to the Association, to terminate this Declaration.

V.

Default

The failure by the Declarant to observe or perform any of the covenants, conditions or observations of this Declaration, within thirty (30) calendar days after the issuance of a written notice by the Association specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within thirty (30) calendar days of such notice, then the Declarant shall not be in default so long

as it actively commences such cure within thirty calendar (30) days after receiving such notice and diligently pursues such cure through completion.

VI.
General Provisions

1. **GOVERNING LAW** - THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.
2. **Construction & Severability** – Words or terms not specifically defined in this Declaration shall be defined by the City of San Antonio’s Unified Development Code (“UDC”) as of the Effective Date. If any word or term is not defined by the UDC, or other clauses, sentences, paragraphs or other part of this Declaration is susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern. In the event one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
3. **Unintended Omission** - If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Term** - Every covenant, condition, and restriction contained herein shall run with the land and be binding upon the Property and Declarant for a period of ten (10) years from and after the date this Declaration is executed, after which time this Declaration, shall be automatically extended for successive periods of ten (10) years each unless and until an instrument, signed by the Declarant and either the Association, the owners of fifty-one percent (51%) of the property governed by the Association, or the owners of fifty-one percent (51%) of the property formerly governed by the Association in the event the Association ceases to exist, agreeing to terminate this Declaration shall have been recorded in the Bexar County Real Property Records. These restrictions shall

immediately and automatically expire if the Property is not rezoned by action of the City of San Antonio City Council in accordance with the Rezoning Request.

5. **Amendment** - The covenants, conditions, and restrictions of this Declaration may not be amended, except by an instrument signed by the Declarant and either the Association, the owners of fifty-one percent (51%) of the property governed by the Association, or the owners of fifty-one percent (51%) of the property formerly governed by the Association in the event the Association ceases to exist. Any amendments must be recorded in the Bexar County Real Property Records.
6. **Recordation** – This Declaration shall be recorded in the Bexar County Real Property Records within twenty (20) business days following City of San Antonio City Council approval of the Rezoning Request. In the event the Rezoning Request is not approved by the City of San Antonio City Council as requested, this Declaration shall immediately and automatically expire and shall not be recorded.
7. **Notice** – Any formal notices or communication with respect to the subject matter of this Declaration shall be delivered by one of the following methods:
 - (a) by delivering the same in person; or
 - (b) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified at the address set forth below; or
 - (c) by depositing the same with a nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified at the address set forth below.

Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

Declarant: Oaks Uptown Estates, LLC
Attention: Robert L. Worth, Jr.
7373 Broadway, Suite 201
San Antonio, Texas 78209

With a copy to: Kaufman & Killen, Inc.
Attention: Ashley Farrimond
100 West Houston Street, Suite 1250
San Antonio, Texas 78205

Auburn Oaks Subdivision Homeowners Association, Inc.:

Auburn Oaks Subdivision HOA
Attention: President

The parties may, from time to time, change their respective mailing addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five business days written notice to the other party.

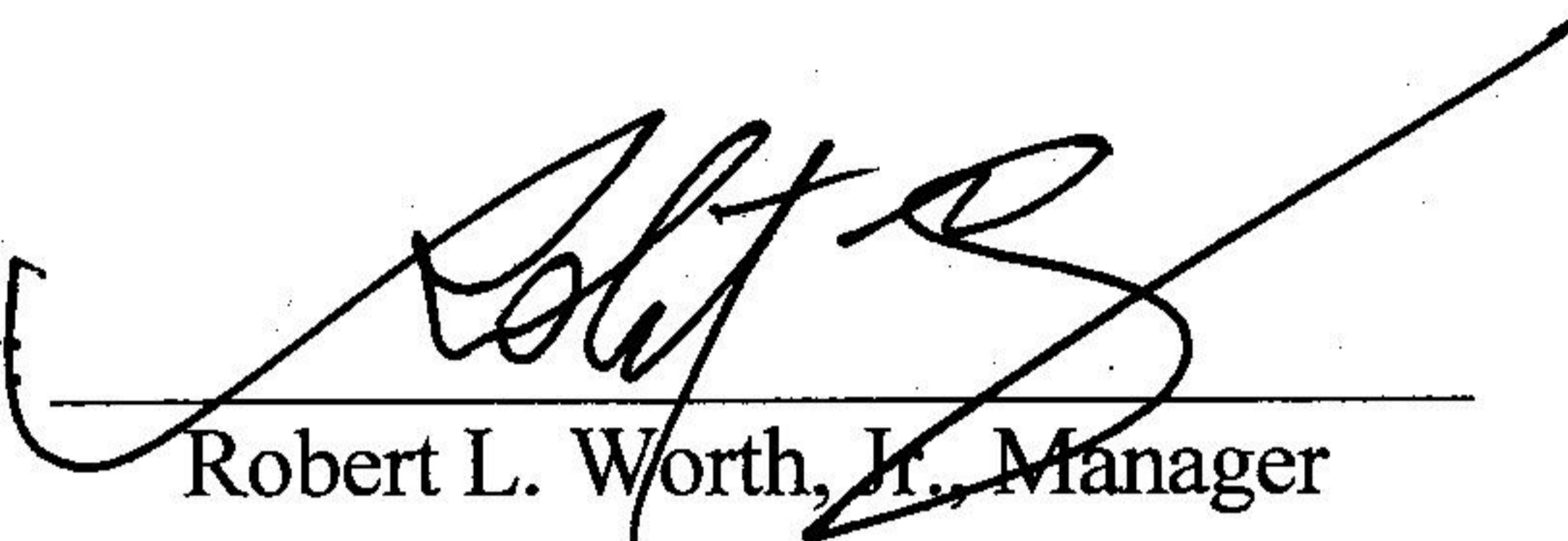
8. **Enforcement** - Declarant agrees that the Association is the direct intended beneficiary of this Declaration, and that the Association and/or Declarant shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration. Enforcement of the Declaration and the covenants, restrictions, and development standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain violation or to recover damages. Failure by any party to enforce any such covenant, restriction, or development standard shall in no event be deemed a waiver of the right to do so thereafter. Any remedies provided for in this Section are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate. In the event any person shall institute any action or proceeding against another person relating to the provisions of this Declaration, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, then and in such event the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for all reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs, to the extent permitted by the terms of any final order, decree, or judgment.

*[Remainder of Page Intentionally Left Blank
Signature Pages to Follow]*

WHEREFORE, this Declaration is executed this 29 day of April, 2016 in San Antonio, Texas ("Effective Date").

Declarant:

OAKS UPTOWN ESTATES, LLC
a Texas liability company

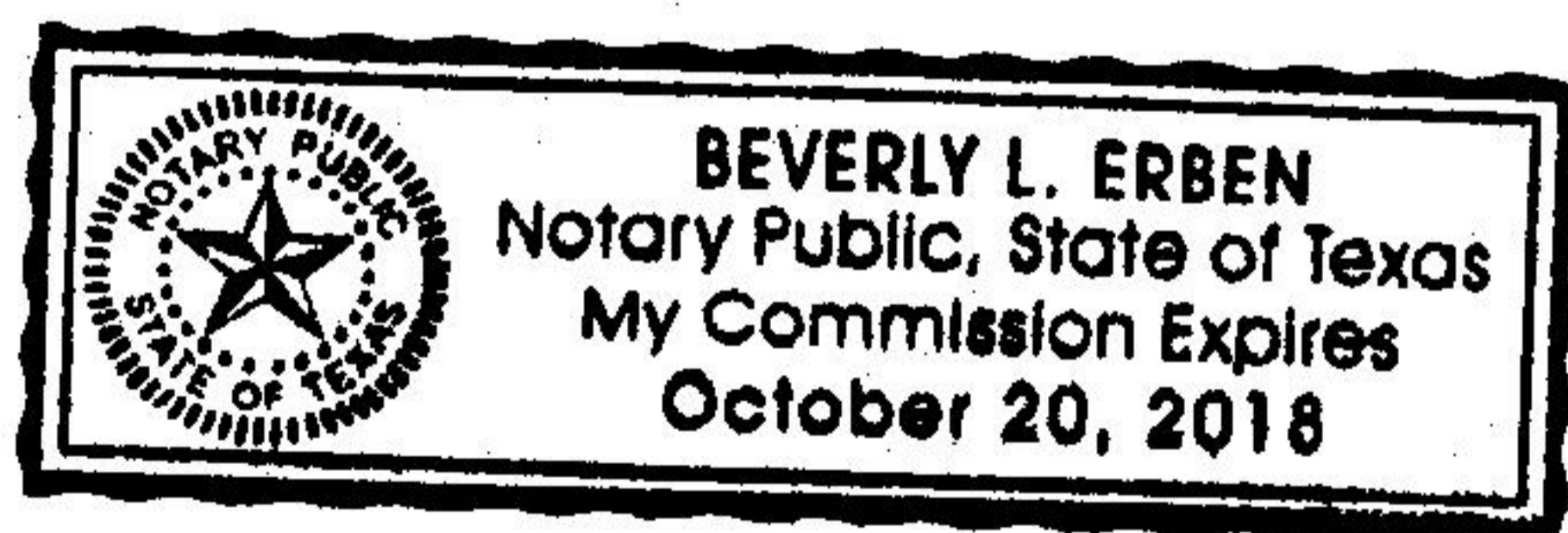
By 
Robert L. Worth, Jr., Manager

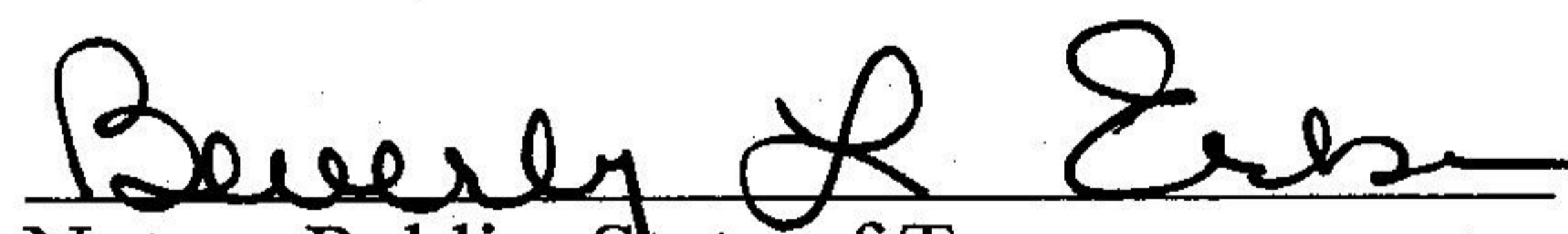
DECLARANT ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Worth, Jr., who acknowledged he is authorized to execute this document on behalf of said limited liability company.

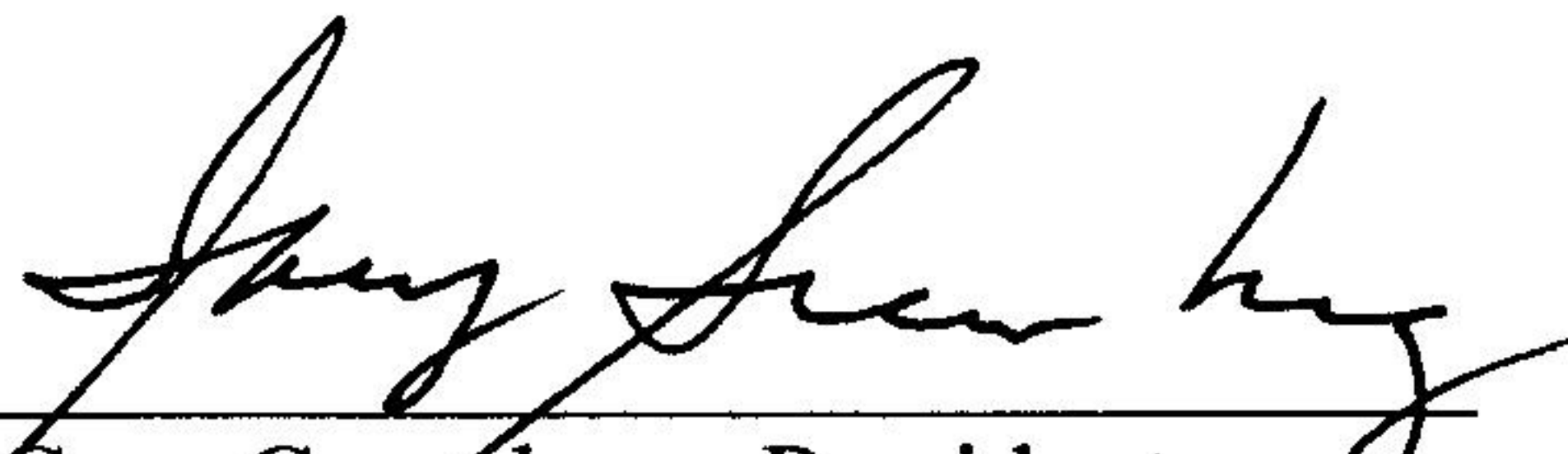
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 2016.




Notary Public, State of Texas

Print Name: BEVERLY L. ERBEN

Auburn Oaks Subdivision Homeowners Association, Inc.

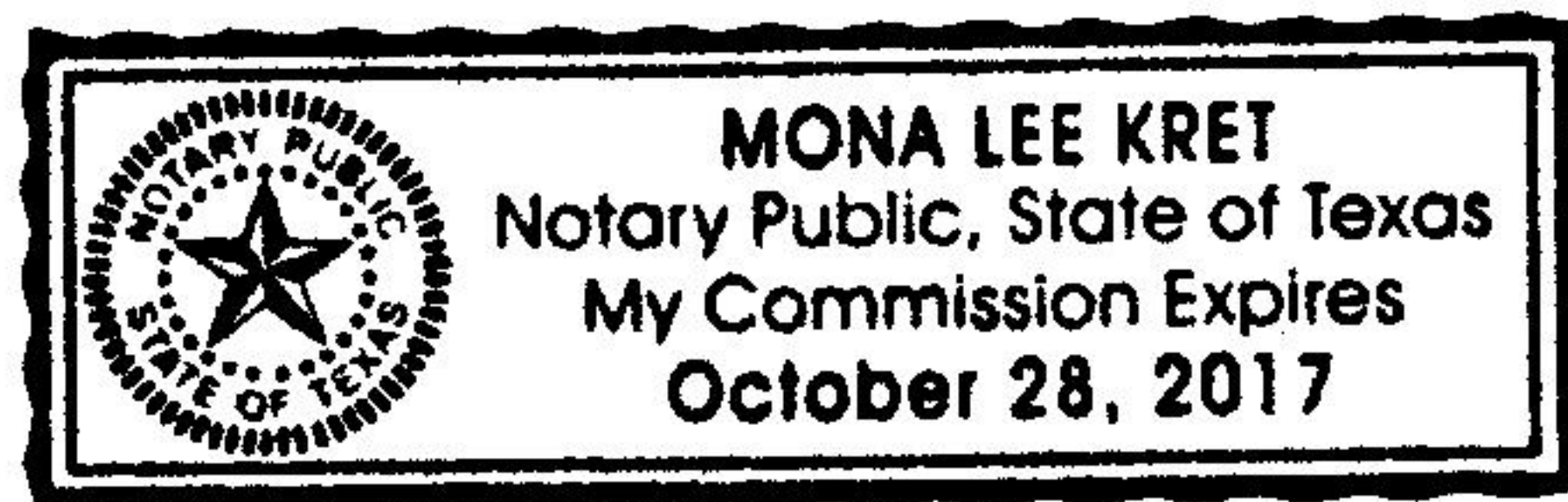
By: 
Gary Greenberg, President

DECLARANT ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Greenberg on behalf of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of April, 2016.




Notary Public, State of Texas

Print Name: Mona Lee Kret

UPON RECORDATION PLEASE RETURN TO:

Ashley Farrimond
Kaufman & Killen, Inc.
100 West Houston Street, Suite 1250
San Antonio, TX 78205

EXHIBIT A
PROPERTY DESCRIPTION

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

Page 1 of 3

METES AND BOUNDS DESCRIPTION
FOR AN APPROXIMATELY 2.5 ACRE POLITICAL SUBDIVISION OF PROPOSED O-1 ZONING,
NEW CITY BLOCK 14862

Being approximately 2.5 acres of political subdivision situated in New City Block (NCB) 14862 comprised of portions of a 5.149-acre tract conveyed to Oaks Uptown Estates, LLC, recorded in Volume 17137, Page 1788, Official Public Records of Real Property (O.P.R.), Bexar County, Texas (all records cited herein are recorded in Bexar County, Texas), a 1.83-acre tract conveyed to Oaks Business Park, Ltd., recorded in Volume 16862, Page 2477, O.P.R., and Parcel 81, called a 20-foot private roadway-1.32-acres conveyed to George Judson, recorded in Volume 7504, Page 1174, O.P.R., said approximate 2.5-acre political subdivision being more particularly described as follows:

BEGINNING at the northeast corner of Lot 25, Block 1, NCB 18925, Auburn Oaks P.U.D., recorded in Volume 9526, Page 197, Deed and Plat Records (D.P.R.), same point lying on the west line of Lot 3, Block 1, NCB 17493, Northwest Business Park Subdivision, recorded in volume 9539, Page 134, D.P.R. and also being the southeast corner of said 1.83-acre tract, for the southeast corner of the herein described political subdivision;

THENCE in a westerly direction along the common line of said Block 1, Auburn Oaks P.U.D., 1.83-acre tract and 5.149-acre tract, approximately 765 feet to a point on the common line of said Parcel 81 and 5.149-acre tract, for the southwest corner of the herein described political subdivision;

THENCE in a northerly direction along said common line, into and across said Parcel 81, approximately 419 feet to a point on the south line of Lot 903, Block 2, NCB 17504, Silicon Heights, recorded in Volume 9583, Pages 163-164, D.P.R., same point also lying on the north line of said Parcel 81, for the northwest corner of the herein described political subdivision;

THENCE in an easterly direction along said common line of said Lot 903 and Parcel 81, 100 feet to a point, for the most northerly-northeast corner of the herein described political subdivision;

THENCE in a southerly direction departing said common line, 100 feet east and parallel to said west line of 5.149-acre tract, into and across said Parcel 81 and 5.149-acre tract, approximately 319 feet to a point, for an interior corner of the herein described political subdivision;

THENCE in an easterly direction, 100 feet north and parallel to said Block 1 in Auburn Oaks P.U.D., continuing into and across said 5.149-acre tract and 1.83-acre tract, approximately 665 feet to a point on the common line of said 1.183-acre tract and said Lot 3, for the most easterly-northeast corner of the herein described political subdivision;

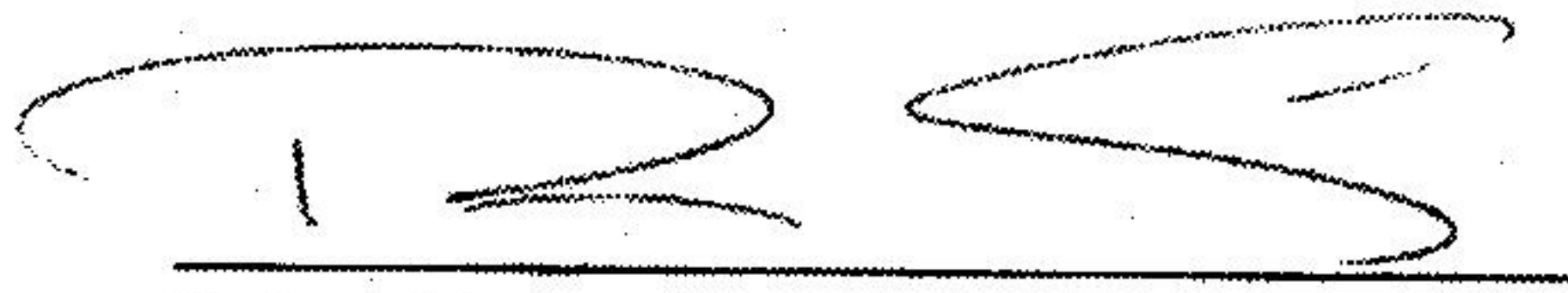
THENCE in a southerly direction along the common line of said 1.83-acre tract and Lot 3, 100 feet returning to the **POINT OF BEGINNING** and containing approximately 2.5 acres of political subdivision.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

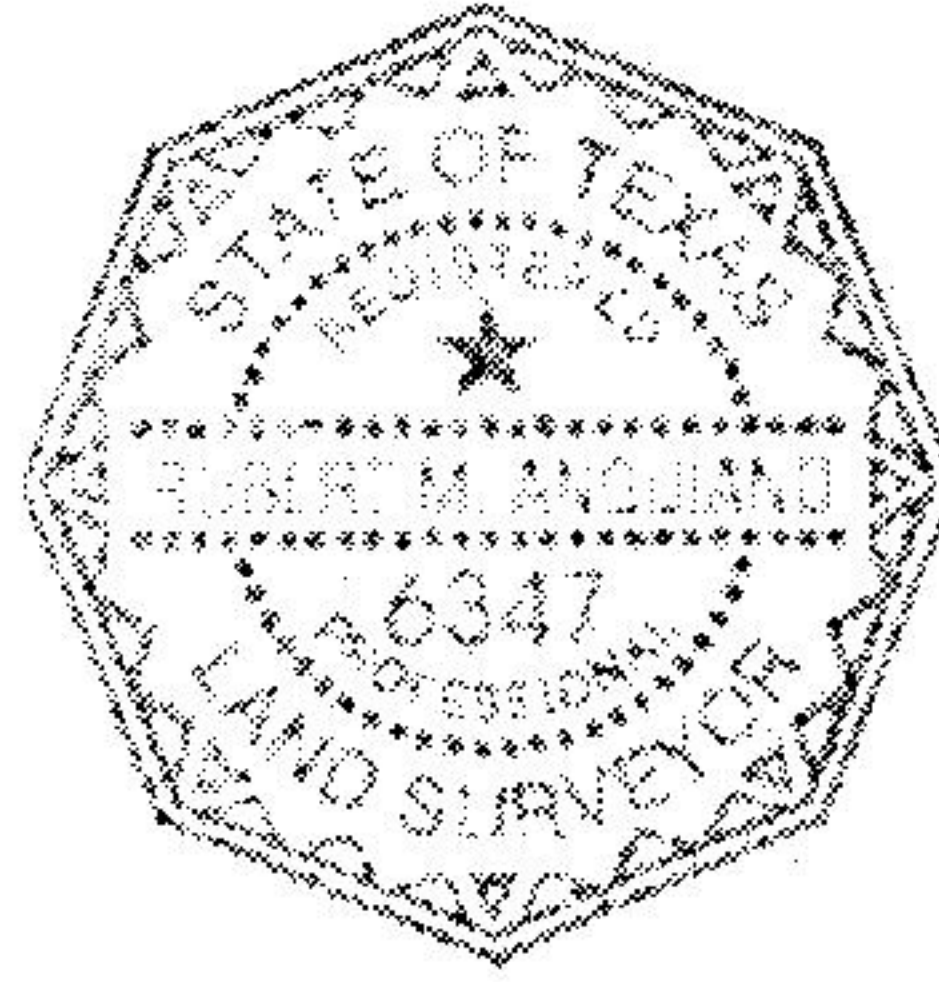


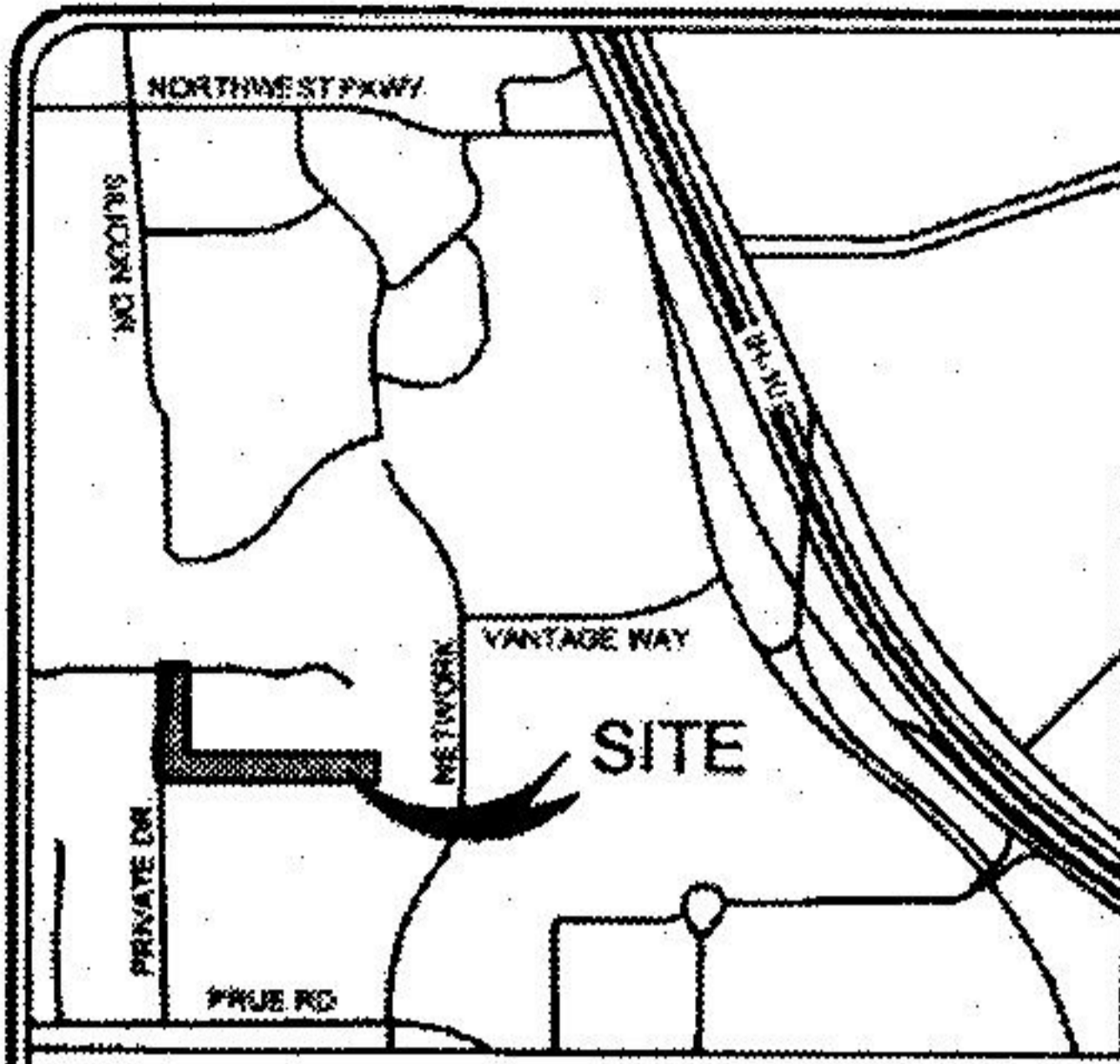
Project No. 0253-124
March 24, 2016
Revised March 30, 2016

Certified this 30th day of March, 2016



Robert M. Anguiano, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6347
Vickrey & Associates, Inc.





LOCATION MAP

NOTES:

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. ABSTRACTING WAS PERFORMED ON MARCH 23, 2016.
3. OTHER MATTERS OF RECORD ARE NOT SHOWN HEREIN.

NOTES

LOT 17, BLOCK 2, N.C.B. 17504
SILICON HEIGHTS
VOL. 9643, PG. 216-217, D.P.R.

LOT 903, BLOCK 2, N.C.B. 17504
SILICON HEIGHTS
VOL. 9583, PG. 163-164, D.P.R.

LOT 904, BLOCK 2, N.C.B. 17504
SILICON HEIGHTS
VOL. 9583, PG. 163-164, D.P.R.

0.0956-ACRE TRACT
OWNER: OAKS BUSINESS PARK, LTD.
VOL. 16862, PG. 2482, O.P.R.

LOT 1, BLOCK 1, N.C.B. 17493
NORTHWEST BUSINESS CENTER
VOL. 9510, PG. 56, D.P.R.

PARCEL 81, N.C.B. 14862
CALLED A 20' PRIVATE
ROADWAY-1.32 ACRES
OWNER: GEORGE JUDSON
VOL. 7504, PG. 1174, O.P.R.

PARCEL 81, N.C.B. 14862
CALLED A 20' PRIVATE
ROADWAY-1.32 ACRES
OWNER: GEORGE JUDSON
VOL. 7504, PG. 1174, O.P.R.

5.149-ACRE TRACT
VOL. 17137, PG. 1788, O.P.R.
OWNER: OAKS UPTOWN ESTATES,
LLC

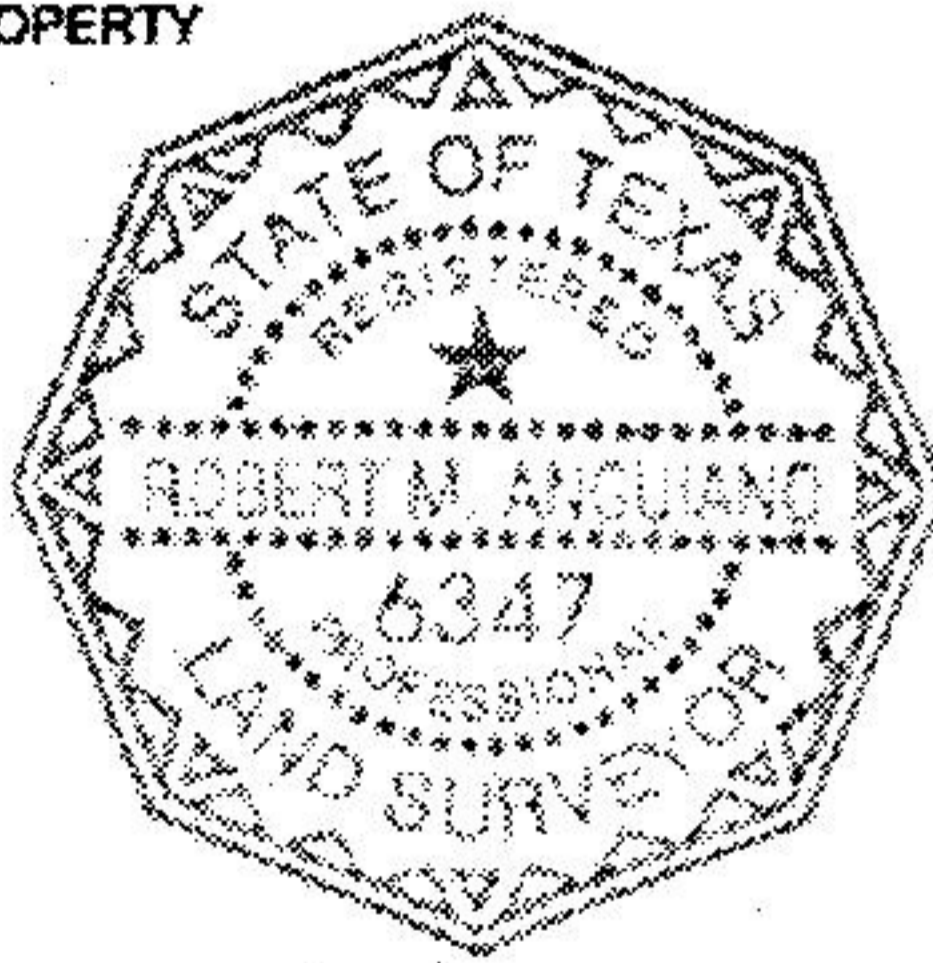
1.83-ACRE TRACT
VOL. 16862,
PG. 2477, O.P.R.
OWNER: OAKS
BUSINESS PARK, LTD

LOT 3, BLOCK 1, N.C.B. 17493
NORTHWEST BUSINESS PARK
SUBDIVISION
VOL. 9539, PG. 134, D.P.R.

BLOCK 1, N.C.B. 18925
AUBURN OAKS P.U.D.
VOL. 9526, PG. 197, D.P.R.

LEGEND

- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OR REAL PROPERTY OF BEXAR COUNTY, TEXAS
- N.C.B. NEW CITY BLOCK



POLITICAL SUBDIVISION
+/-2.5 ACRES, N.C.B. 14862

APPROXIMATELY 2.5 ACRES OF POLITICAL SUBDIVISION SITUATED IN NEW CITY BLOCK 14862 COMPRISED OF PORTIONS OF A 5.149-ACRE TRACT CONVEYED TO OAKS UPTOWN ESTATES, LLC, RECORDED IN VOLUME 17137, PAGE 1788, O.P.R., A 1.83-ACRE TRACT CONVEYED TO OAKS BUSINESS PARK, LTD., RECORDED IN VOLUME 16862, PAGE 2477, O.P.R., AND PARCEL 81, CALLED A 20-FOOT PRIVATE ROADWAY-1.32-ACRES CONVEYED TO GEORGE JUDSON, RECORDED IN VOLUME 7504, PAGE 1174, O.P.R.



SCALE: 1"=200'

DATED 03-30-16

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUANO@VICKREYINC.COM

SHEET 3 OF 3



VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS

CIVIL • ENVIRONMENTAL • SURVEY

12940 Country Parkway San Antonio, TX 78216

Telephone (210) 349-3271

TBPLS Firm Registration No. 10004-100

DRAWN BY: RMA

APPROVED BY: SH

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VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

Page 1 of 3

**METES AND BOUNDS DESCRIPTION
FOR AN APPROXIMATELY 5 ACRE POLITICAL SUBDIVISION OF PROPOSED C2NA ZONING,
NEW CITY BLOCK 14862**

Being approximately 5 acres of political subdivision situated in New City Block (NCB) 14862 comprised of portions of a 5.149-acre tract conveyed to Oaks Uptown Estates, LLC, recorded in Volume 17137, Page 1788, Official Public Records of Real Property (O.P.R.), Bexar County, Texas (all records cited herein are recorded in Bexar County, Texas), a 1.83-acre tract conveyed to Oaks Business Park, Ltd., recorded in Volume 16862, Page 2477, O.P.R., Parcel 81, called a 20-foot private roadway-1.32-acres conveyed to George Judson, recorded in Volume 7504, Page 1174, O.P.R., and a 0.0956-acre tract conveyed to Oaks Business Park, Ltd., recorded in Volume 16862, Page 2482, O.P.R., said approximate 5-acre political subdivision being more particularly described as follows:

COMMENCING at the northeast corner of Lot 25, Block 1, NCB 18925, Auburn Oaks P.U.D., recorded in Volume 9526, Page 197, Deed and Plat Records (D.P.R.), same point lying on the west line of Lot 3, Block 1, NCB 17493, Northwest Business Park Subdivision, recorded in volume 9539, Page 134, D.P.R. and also being the southeast corner of said 1.83-acre tract, for the southeast corner of the herein described political subdivision;

THENCE in a northerly direction along the common line of said 1.83-acre tract and Lot 3, 100 feet to the **POINT OF BEGINNING** and southeast corner of the herein described political subdivision;

THENCE in a westerly direction, 100 feet north and parallel to the north line of said Block 1, into and across said 1.83-acre tract and 5.149-acre tract, approximately 665 feet to a point, for the southwest corner of the herein described political subdivision;

THENCE in a northerly direction, 100 feet east and parallel to the west line of said 5.149-acre tract, continuing into and across said 5.149-acre tract and Parcel 81, approximately 319 feet to a point on the south line of Lot 903, Block 2, NCB 17504, Silicon Heights, recorded in Volume 9583, Pages 163-164, D.P.R., for the northwest corner of the herein described political subdivision;

THENCE in an easterly direction, along the common line of said Parcel 81, 0.0956-acre tract, Lot 903, Lot 17, Block 2, NCB 17504, Silicon Heights, recorded in Volume 9643, Pages 216-217, D.P.R. and Lot 904, Block 2, NCB 17504, Silicon Heights, recorded in Volume 9583, Pages 163-164, D.P.R., approximately 665 feet to a point at the southeast corner of said Lot 17, same point also being the northeast corner of said 0.0956-acre and lying on the west line of Lot 1, Block 1, NCB 17493, Northwest Business Center, recorded in Volume 9510, Page 56, D.P.R., for the northeast corner of the herein described political subdivision;

THENCE in a southerly direction along the common line of said 0.0956-acre tract, 1.83-acre tract, Lot 1 and Lot 3, approximately 319 feet returning to the **POINT OF BEGINNING** and containing approximately 5 acres of political subdivision.



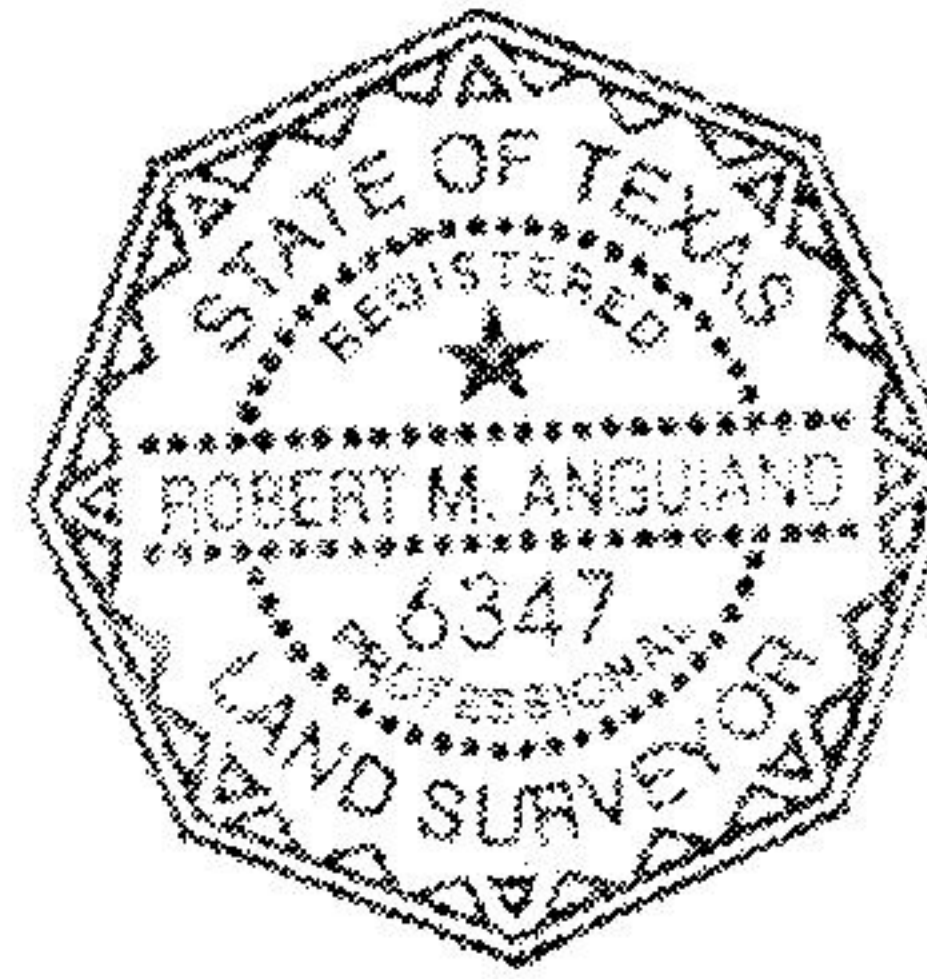
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Project No. 0253-124
March 24, 2016
Revised March 30, 2016

Certified this 30th day of March, 2016



Robert M. Anguiano, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6347
Vickrey & Associates, Inc.



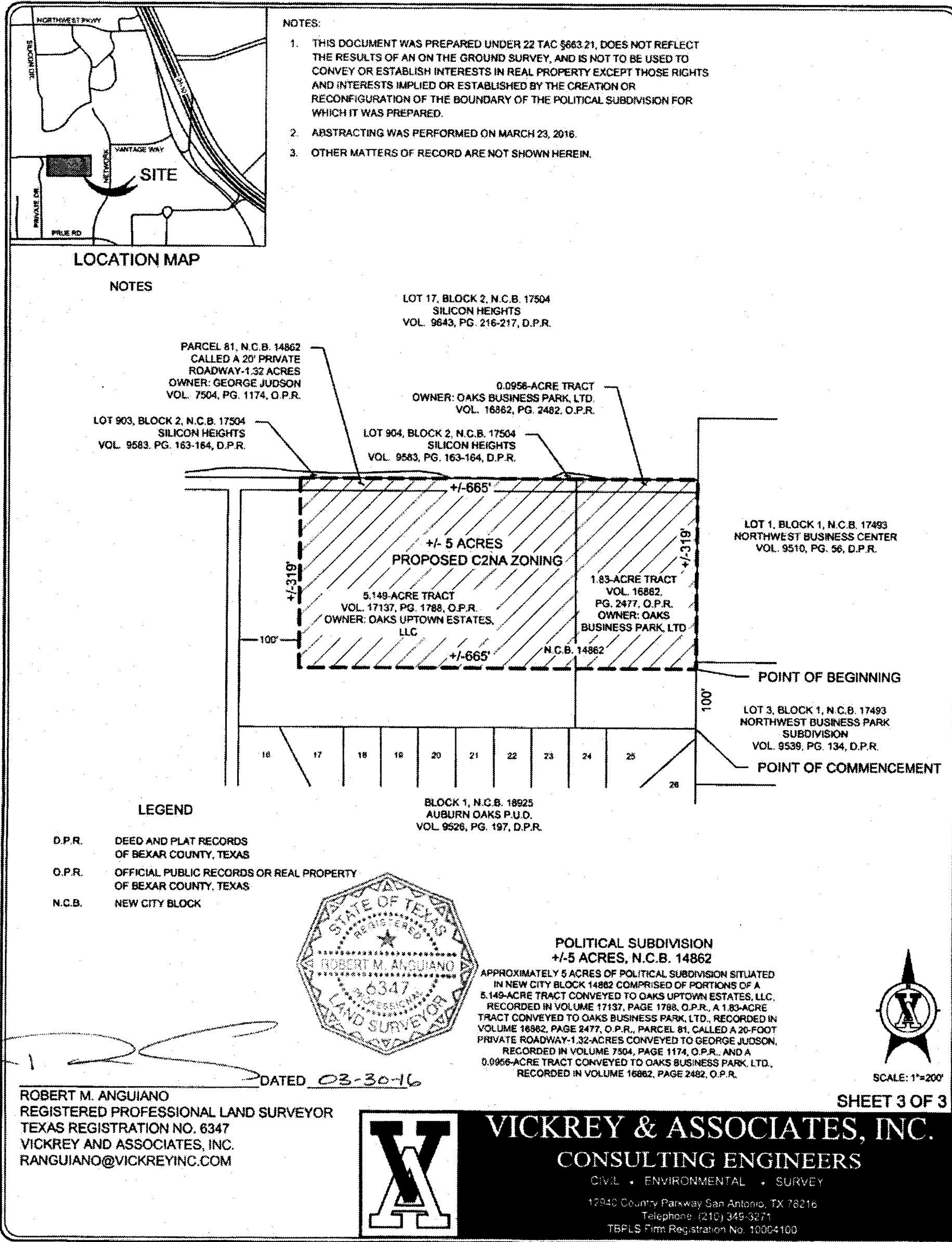


EXHIBIT B SITE EXHIBIT

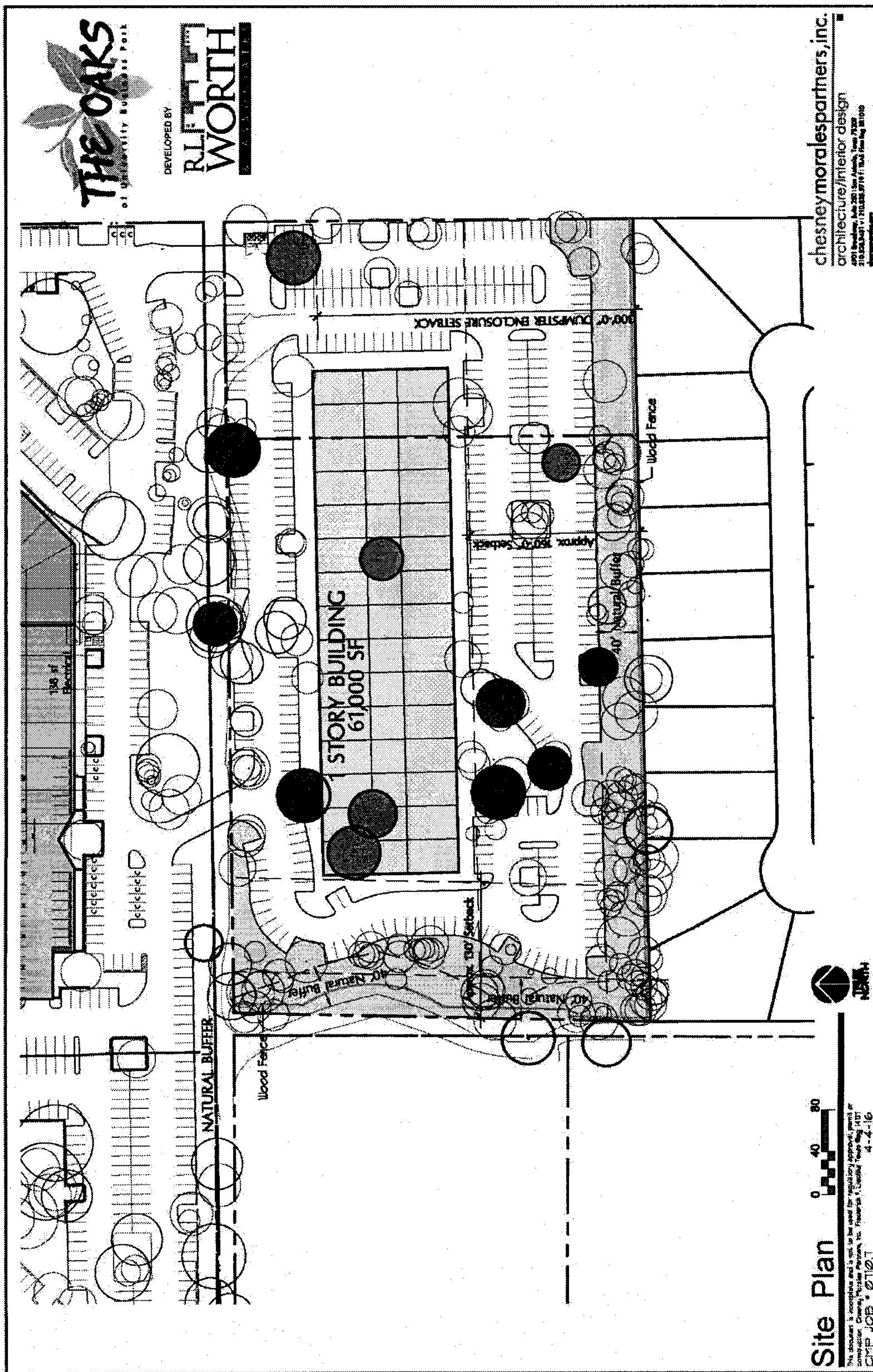


EXHIBIT C PROHIBITED USES

The uses listed below shall not be permitted on the Property:

AMUSEMENT

Amusement - Theme Parks
Amusement - Outdoor Rides
Amusement - Race Tracks
Amusement - Dance Halls
Amusement - Fair Grounds
Amusement - Stadiums
Amusement - Go Carts
Amusement - Laser Hide and Seek
Amusement - Miniature Golf
Amusement - Theaters (all kinds)
Amusement - Videogames
Amusement - Billiard and/or Pool Hall
Amusement - Bingo Parlor

ANIMAL

Animal - Stockyards
Animal - Pet Grooming
Animal - Small Animal Hospital

AUTO

Auto - Repair, Lube, Tune-up (all kinds)
Auto - Auctions
Auto - Ambulance Service
Auto - Manufacturing (all kinds)
Auto - Sales
Auto - Paint and Body
Auto - Retail w/ Storage
Auto - Parking (as primary use)
Auto - Storage of Automobiles
Auto - Truck Stops (all kinds)
Auto - Glass Tinting
Auto - State Vehicle Inspection Station

BEVERAGE

Beverage - Manufacturing

DWELLING

Dwelling - Attached Apartments/Condominiums
With Maximum Density Of 6 Dwellings Per
Gross Acre, see also 35-381
Dwelling - Attached Apartments/Condominiums
With Maximum Density Of 10 Dwellings Per
Gross Acre, see also 35-381

Dwelling - Attached Apartments/Condominiums
With Maximum Density Of 20 Dwellings Per
Gross Acre, see also 35-381

Dwelling - Attached Apartments/Condominiums
Dwelling Live Work Units in excess of 3 or more
units per gross acre subject to 35-381

INDUSTRIAL

Industrial - Pecan Shelling
Industrial - Cleaning (all kinds)

MANUFACTURING

Manufacturing - Bulk Plant or Terminal
Manufacturing - Chemical (all kinds)
Manufacturing - Storage (all kinds)
Manufacturing - Drug (all kinds)
Manufacturing - Electrical (all kinds)
Manufacturing - Hatcheries
Manufacturing - Hazardous Materials
Manufacturing - Insulation
Manufacturing - Metal
Manufacturing - Millinery
Manufacturing - Nuclear/Radioactive Instrumentation
Manufacturing - Oil/Well Supplies
Manufacturing - Paints
Manufacturing - Paper
Manufacturing - Petroleum
Manufacturing - Plastic/Vinyl
Manufacturing - Poultry Processing (all kinds)
Manufacturing - Refrigeration
Manufacturing - Shoe Polish
Manufacturing - Textile
Manufacturing - Tile (all kinds)
Manufacturing - Tobacco
Manufacturing - Vulcanizing
Manufacturing - Wire Products
Manufacturing - Wood Processing

PROCESSING

Processing - Used automotive
Processing - Recycling (all kinds)

RECREATION

Recreation - Archery Range (outdoor)
Recreation - Athletic Fields (all kinds)

Recreation - Bowling
Recreation - Fitness/Health (as primary use)
Recreation - Golf Course and Driving Range
Recreation - Gymnasium (all kinds)
Recreation - Recreational Facilities (all kinds)
Recreation - Rifle and Pistol Range (outdoors)
Recreation - Skating Rink
Recreation - Stable
Recreation - Recreational Vehicle Park

RETAIL

Retail - Nursery (all kinds, including a plant nursery) (as primary use)
Retail - Convenience Stores (all kinds; excluding vending area for the Property)
Retail - Tamales
Retail - Portable Sales Buildings
Retail - Pawn Shop
Retail - Tattoo Parlor
Retail - Flea Market
Retail - Clubhouse - private lodges & meeting halls

SERVICE

Service - Air Conditioner/Refrigerator Repair
Service - Appliance - Repair Major
Service - Dry Cleaning (all kinds)
Service - Extended Stay Hotel or Timeshares
Service - Gasoline Filing Stations (all kinds)
Service - Hotel
Service - Laundry and Dry Cleaning (all kinds)
Service - Cemetery or Mausoleum

STORAGE

Storage - Fur Dyeing, Storage (all kinds)

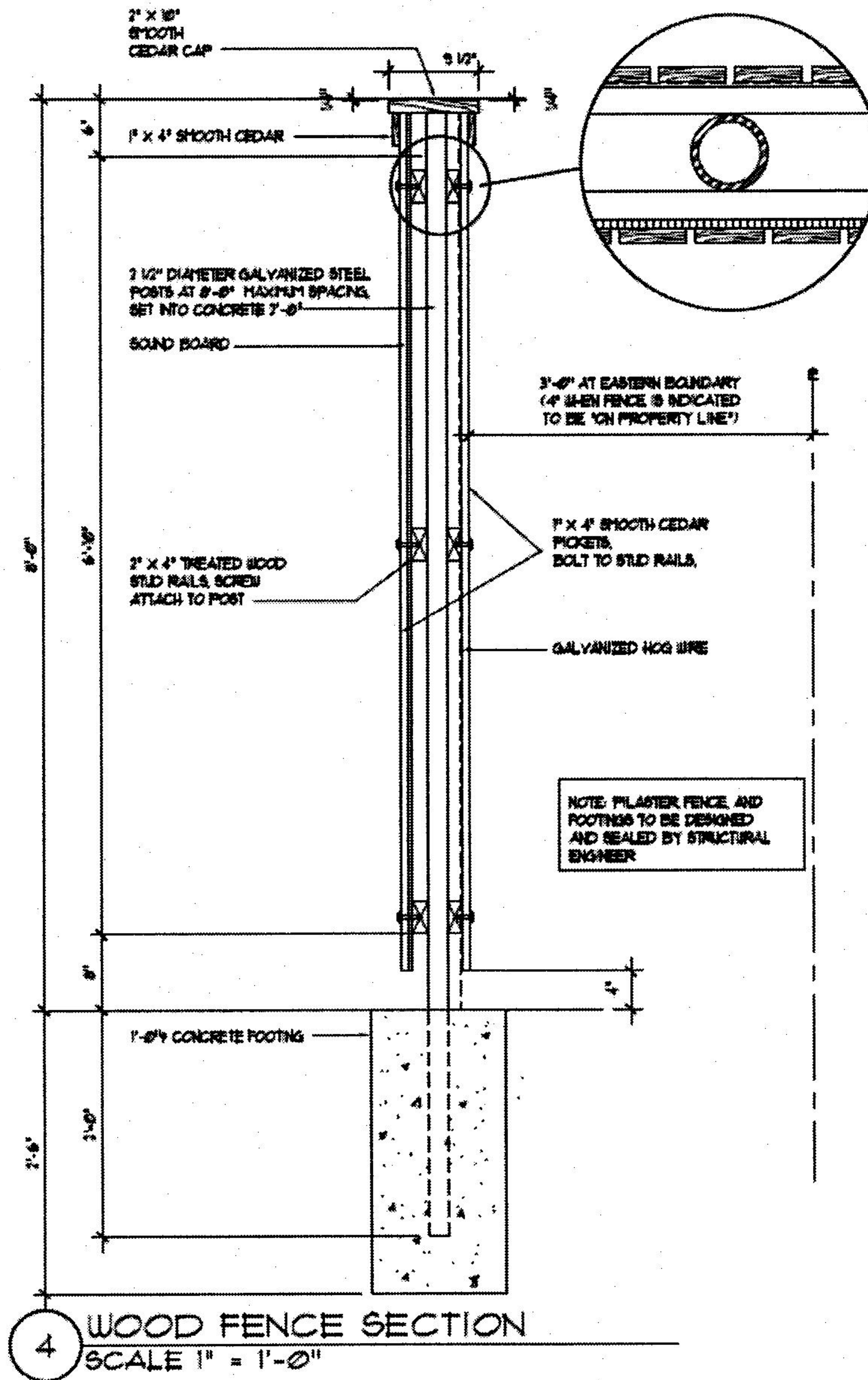
UTILITIES

Utilities - Small Wind Energy System
Utilities - Solar Farm (as primary use)
Utilities - Sanitary Landfill/Solid Waste Facility

WHOLESALE

Wholesale - Nursery
Wholesale - Tamale Preparation

EXHIBIT "D" FENCE DESIGN



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 FILED 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:

JUN 13 2016



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160109735 Fees: \$102.00
06/13/2016 10:35AM # Pages 20
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK