

SCANNED

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR MULTI-USE ZONING
(PEVETO TRACT)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §



THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, FOR MULTI-USE ZONING (PEVETO TRACT) (this "Peveto Multi-Use Declaration") is made this 6th day of September, 2012, by Leon Creek, Ltd., a Texas limited partnership ("Declarant"), and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

RECITALS:

A. The Dominion Group, Ltd., a Texas limited partnership (the "Original Umbrella Declarant"), entered into that certain Declaration of Covenants, Conditions, Easements and Restrictions dated October 18, 1983, and recorded in Volume 2956, Page 61, of the Official Public Records of Real Property of Bexar County, Texas, and subsequent amendments thereto (as amended, the "Umbrella Declaration"), reference to which is hereby made for all purposes, which subjected the real property (the "Dominion PUD") described in Exhibit "A" to the Umbrella Declaration to certain covenants, conditions, easements and restrictions.

B. The Original Umbrella Declarant, on behalf of itself and its successors and assigns, retained in Article I, Section 3, of the Umbrella Declaration the sole right to annex to the Dominion PUD and subject to the provisions of the Umbrella Declaration all or part of certain additional real property located in Bexar County, Texas within the boundaries set forth on Exhibit "B" to the Umbrella Declaration (the "Potential Annexation Area"), as designated from time to time by the Original Umbrella Declarant or its successors and assigns.

C. The Original Umbrella Declarant caused the organization of the Association pursuant to those certain Articles of Incorporation of the Association dated October 18, 1983 and Bylaws of the Association dated October 18, 1983, the members of which are owners of property within the Dominion PUD, for the purposes of (i) promoting the health, safety, security, and welfare of the members of the Association, (ii) being responsible for the maintenance, upkeep, and repair of common properties within the Dominion PUD, and (iii) enforcing the provisions of the Umbrella Declaration.

D. By successive assignments, including that certain Assignment of Declarant's Rights dated June 1, 1992, and recorded in Volume 11421, Page 368, of the Official Public Records of Real Property of Bexar County, Texas, INTCO-Dominion Partnership, a Texas

general partnership ("Successor Umbrella Declarant", has succeeded to all of the rights of the Original Umbrella Declarant with respect to the Umbrella Declaration, including, without limitation, the right to annex to the Dominion PUD and subject to the provisions of the Umbrella Declaration additional real property located within the boundaries of the Potential Annexation Area.

E. Successor Umbrella Declarant executed that certain Annexation Certificate dated March 14, 1994, and recorded in Volume 6040, Page 332, of the Official Public Records of Real Property of Bexar County, Texas (the "Annexation Certificate"), pursuant to which certain real property (the "Annexed Land") located within the Potential Annexation Area was annexed to the Dominion PUD and subjected to all of the terms and conditions of the Umbrella Declaration, including any and all amendments thereto, and the scheme of the Umbrella Declaration was extended to the Annexed Land, automatically extending the jurisdiction, function, rights and duties of the Successor Umbrella Declarant and the Association (including membership therein) to the Annexed Land.

F. The Annexed Land described in the Annexation Certificate included that certain tract consisting of approximately 30.6 acres (the "Peveto Tract") described on Exhibit "A" attached hereto and made a part hereof for all purposes.

G. Leon Creek Venture, L.C., an Arizona limited liability company, sold and conveyed the Peveto Tract to Declarant effective May 29, 2003, pursuant to that certain Special Warranty Deed which is recorded in Volume 10057, Page 1080, of the Official Public Records of Bexar County, Texas, and Declarant is currently the owner of fee simple title to the Peveto Tract.

H. Declarant executed that certain Declaration of Protective Covenants for C2 Zoning (Peveto Tract) dated October 29, 2004, and recorded in Volume 11085, Page 1111, of the Official Public Records of Bexar County, Texas (the "Peveto C2 Declaration"), for the purpose of creating certain land use restrictions encumbering the Peveto Tract for the benefit of present and future owners of the Peveto Tract and the Dominion PUD.

I. Declarant wishes to modify the permitted uses of a portion of the Peveto Tract consisting of approximately 21 acres (the "MF-18 Peveto Tract"), described on Exhibit "B" attached hereto and made a part hereof for all purposes, from "C-2" Commercial District uses to "MF-18" Multi-Family Zoning District uses as hereinafter defined and the Association has supported and will continue to be supportive of such modification. The remaining portion of the Peveto Tract (the "C-2 Peveto Tract"), described on Exhibit "C" attached hereto and made a part hereof for all purposes, shall remain subject to the "C-2" Commercial District uses and the Association have supported and will continue to be supportive of such classification.

J. Declarant desires to amend and restate the Peveto C2 Declaration on the terms and conditions hereinafter set forth and, accordingly, this Peveto Multi-Use Declaration shall supersede in its entirety the Peveto C2 Declaration; and

K. The amendments and restatements set forth in this Peveto Multi-Use Declaration have been approved by the Association, and the Association has joined in this Peveto Multi-Use Declaration for the purpose of evidencing such approval.

Now, Therefore, in consideration of the above premises, and for the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Declarant and the Association as follows:

ARTICLE I DECLARATION

1.1 Declaration. Declarant hereby declares (i) that all of the Peveto Tract shall be held, sold, conveyed and occupied subject to the following restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the Peveto Tract and shall be binding on all parties having any right, title, or interest in or to the Peveto Tract or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Peveto Tract or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE II LAND USE RESTRICTIONS

2.1 Permitted Land Use.

(a) Only those uses of the MF-18 Peveto Tract expressly permitted under MF-18 zoning in accordance with Section 35.310.07 and Table 311-1 Residential Use Matrix of the City of San Antonio, Texas, Unified Development Code dated January 1, 2006 (the "MF-18 Table"), in effect on the date of this Peveto Multi Use Declaration are allowed, except for any land uses which are expressly prohibited by this Declaration. A copy of the MF-18 Table is attached hereto as Exhibit "D" and is incorporated herein by reference for all purposes.

(b) Only those uses of the C-2 Peveto Tract expressly permitted under C2 zoning in accordance with Section 35.310.10 and Table 311-2 Non-Residential Use Matrix of the City of San Antonio, Texas, Unified Development Code dated January 1, 2006 (the "C-2 Table"), in effect on the date of this Peveto Multi Use Declaration are allowed, except for any land uses which are expressly prohibited by this Declaration. A copy of the C-2 Table is attached hereto as Exhibit "E" and is incorporated herein by reference for all purposes.

2.2 Prohibited Land Uses on the MF-18 Peveto Tract. The MF-18 Peveto Tract may not be used for the following purposes or activities:

- a. Cemetery – Pets (Limited to Small Animals)
- b. Small Animal Hospital – Outside Runs Are Permitted

- c. Carwash – Automatic Self Service Drive-Thru
- d. Carwash – Self Service
- e. Housing – Boarding House
- f. Artificial Limb Assembly
- g. Pawn Shop
- h. Helistop
- i. Radio or Television Station with transmission tower
- j. Portable Building Sales
- k. Cemetery or Mausoleum
- l. Medical – Hospital or Sanitarium
- m. Video Games – Coin or Token Operated.
- n. Self standing wireless communication transmission towers or cell towers unless expressly approved in advance by the Association. A building mounted antenna no more than three (3) feet in height is permitted.
- o. Bus Stop and Bus Shelter
- p. Dwelling College Fraternity or Sorority (Off Campus)
- q. Dwelling School Dormitories or Housing (Off Campus)
- r. Dwelling HUD-Code Manufactured Homes
- s. Farming and Truck Garden
- t. Nursing Facility
- u. School – Private (Includes Church Schools, Private Schools K-12)
- v. School – Public Includes All ISD Schools K-12, Open Enrollment Charter Schools, Public College or University
- w. Commercial Storage Facility
- x. Transit Park & Ride
- y. Transit Transfer Center

2.3 Prohibited Land Uses on the C-2 Peveto Tract. The C-2 Peveto Tract may not be used for the following purposes or activities:

- a. Cemetery – Pets (Limited to Small Animals)
- b. Small Animal Hospital – Outside Runs Are Permitted
- c. Carwash – Automatic Self Service Drive-Thru
- d. Carwash – Self Service
- e. Housing – Boarding House
- f. Artificial Limb Assembly
- g. Pawn Shop
- h. Club – Private
- i. Clubhouse – Private Including Lodges and Meeting Halls
- j. Helistop
- k. Radio or Television Station with transmission tower
- l. Portable Building Sales
- m. Cemetery or Mausoleum
- n. Medical – Hospital or Sanitarium
- o. Video Games – Coin or Token Operated.

- p. Self standing wireless communication transmission towers or cell towers unless expressly approved in advance by the Association. A building mounted antenna no more than three (3) feet in height is permitted.
- q. Auto – Glass Tinting
- r. Auto and Light Truck – Oil, Lube and Tune Up
- s. Auto – Rental (Pick Up and Drop Off)
- t. Auto Alarm and Radio – Retail (Sales And Installation as a Primary Use)
- u. Auto Parts Retail – No Outside Storage
- v. Auto State Vehicle Inspection Station
- w. Bed and Breakfast
- x. Gasoline Filling Station
- y. Climate Controlled Storage (said prohibition not to be construed as prohibiting storage used in conjunction with other permitted uses)
- z. Storage, Moving Pod
- aa. Bus Shelter
- bb. Bus Stop
- cc. Transit Center
- dd. Transit Park & Ride
- ee. Transit Station
- ff. Transit Transfer Center

ARTICLE III MISCELLANEOUS

3.1 Integration. This Peveto Multi-Use Declaration constitutes the entire and final expression of the agreement of the parties hereto regarding the subject matter of this Peveto Multi-Use Declaration and supersedes all prior agreements and understandings of the parties, either oral or written. There are no other agreements, oral or written, between the parties regarding the subject matter hereof.

3.2 Binding Effect. This Peveto Multi-Use Declaration shall be binding upon and inure to the benefit of Declarant and the Association and their respective successors and assigns.

3.3 Term. This Peveto Multi-Use Declaration shall be effective commencing on the date of recordation in the Real Property Records of Bexar County, Texas, and shall continue and remain in effect in perpetuity until and unless this Peveto Multi-Use Declaration is modified, amended, canceled or terminated as herein provided.

3.4 Peveto Multi-Use Declaration and Termination. The provisions of this Peveto Multi-Use Declaration may be amended or terminated, in whole or in part, from time to time, and at any time, by written instrument signed by Declarant and the Association, or their respective successors and assigns, and recorded in the official records of real property in Bexar County, Texas, and may not be otherwise amended or terminated. This Peveto Multi-Use Declaration or any termination under this Section 3.4 shall be effective when recorded in Bexar County, Texas.

3.5 Covenants Running With the Land. It is understood and agreed that the provisions of this Peveto Multi-Use Declaration shall be deemed to be covenants running with the land which are for the benefit of, and create burdens on, the respective tracts as herein set forth.

3.6 Headings. The headings which have been used throughout this Peveto Multi-Use Declaration have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Peveto Multi-Use Declaration.

3.7 Terminology. Words of any gender used in this Peveto Multi-Use Declaration shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Peveto Multi-Use Declaration shall refer to the entire Peveto Multi-Use Declaration and not to any particular provision or section.

3.8 Severability. If any one or more of the provisions of this Peveto Multi-Use Declaration, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, to the extent the invalidity or unenforceability does not destroy the basis of the bargain between the parties, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Peveto Multi-Use Declaration and all other applications of any such provision shall not be affected thereby, and to this end the parties agree that the provisions of this Peveto Multi-Use Declaration are and shall be severable.

3.9 Counterpart Execution. This Peveto Multi-Use Declaration may be executed in several counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.

3.10 Construction of Peveto Multi-Use Declaration. The terms and provisions of this Peveto Multi-Use Declaration represent the results of negotiations among the parties, each of which has been represented by counsel of its selection, and none of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Peveto Multi-Use Declaration shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim in connection with the interpretation and construction of this Peveto Multi-Use Declaration any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Peveto Multi-Use Declaration shall be interpreted or construed against the party whose attorney prepared this Peveto Multi-Use Declaration or any earlier draft hereof.

3.11 Litigation. Any other provision hereof to the contrary notwithstanding, in the event of litigation between the parties with respect to the Peveto Multi-Use Declaration, the performance of the obligations hereunder or the effect of a termination under this Peveto Multi-Use Declaration, the losing party shall pay all costs and expenses incurred by the prevailing party

in connection with such litigation, including reasonable attorneys' fees and expenses and court costs.

3.12 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Peveto Multi-Use Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any party of each tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

3.13 No Public Dedication. Nothing herein contained shall be deemed to be a gift of dedication of any portion of the tracts herein described to the general public, for the general public or for any public use or purpose whatsoever.

3.14 Mortgagee Protection. This Peveto Multi-Use Declaration shall not restrict any party's right to assign or convey its interest in its tract to a mortgagee as additional security or as collateral security for a loan. Any and all mortgages or deeds of trust encumbering any tract must be subordinate and subject to the terms of this Peveto Multi-Use Declaration. Upon receipt of a written request from any party or by any mortgagee, the other party must thereafter send such mortgagee copies of all notices given pursuant to this Peveto Multi-Use Declaration. Once a party or its mortgagee has so notified the other party, no notices sent hereunder by the other party are binding on the mortgagee unless and until such mortgagee receives a copy thereof; provided, however, such notices will be effective as between parties in accordance with the terms of this Peveto Multi-Use Declaration. In the event of foreclosure (or the acceptance of a deed-in-lieu-of-foreclosure) by any mortgagee, such mortgagee is liable only for the performance of obligations and the payment of charges that accrue under this Peveto Multi-Use Declaration after such mortgagee's foreclosure or its acceptance of a deed-in-lieu-of-foreclosure.

3.15 Other Instruments. The parties covenant and agree that they will execute such other and further instruments and agreements as are or may be reasonably necessary to effectuate and carry out the purposes of this Peveto Multi-Use Declaration; including, without limitation, such amendments of this Peveto Multi-Use Declaration as may be reasonably requested by any party in connection with the sale or encumbrance of the Peveto Tract or any portion thereof, as long as such amendments do not materially and adversely affect the rights and obligations of the other party and its successors and assigns hereunder.

3.16 No Third Party Beneficiaries. Nothing in this Peveto Multi-Use Declaration, expressed or implied, is intended or shall be construed to confer upon any person, firm, corporation or entity, other than the parties and their respective successors and assigns, any right, remedy or claim under or by reason of this Peveto Multi-Use Declaration, this Peveto Multi-Use Declaration being intended for the sole and exclusive benefit of the parties and their respective successors and assigns as the owners and future owners of the tracts of land herein described.

3.17 Time. Time is of the essence with respect to each and every covenant, agreement and obligation of the parties set forth in this Peveto Multi-Use Declaration.

3.18 Negation of Partnership. None of the terms or provisions of this Peveto Multi-Use Declaration shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

3.19 Consents. Wherever in this Peveto Multi-Use Declaration the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably conditioned, withheld or delayed.

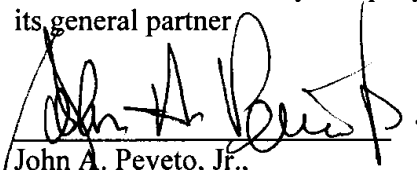
[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first set forth above.

DECLARANT:

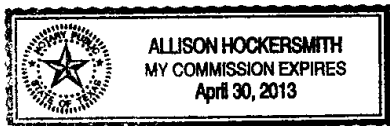
LEON CREEK, LTD.,
a Texas limited partnership

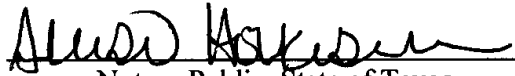
By: Leon Creek Holdings, L.L.C.,
A Texas limited liability company
its general partner

By: 
John A. Peveto, Jr.,
Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 6 day of Sept., 2012, by John A. Peveto, Jr., Manager of Leon Creek Holdings, L.L.C., a Texas limited liability company, in its capacity as general partner of Leon Creek, Ltd., a Texas limited partnership.




Notary Public, State of Texas

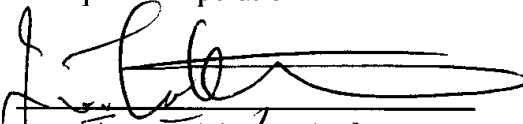
Allison Hockersmith
(Name – Typed or Printed)

April 30, 2013
(Date Commission Expires)

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

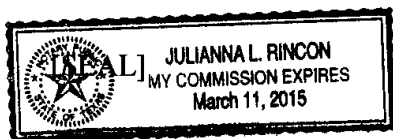
ASSOCIATION:

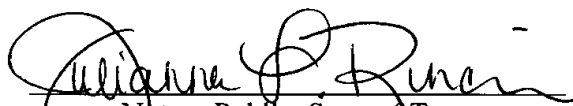
THE DOMINION HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: 
Name: Jon W. Trautman
Title: Secretary HOA

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 5 day
of September, 2012, by Jon W. Trautman, the Secretary of The
Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.




Notary Public, State of Texas
Julianna L. Rincon
(Name – Typed or Printed)
March 11, 2015
(Date Commission Expires)

After Recording Return To:

Robert D. Burton.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

EXHIBIT "A"

LEGAL DESCRIPTION OF PEVETO TRACT



FIELD NOTES

FOR

A 30.62 acre, 1,333,706 square foot more or less, tract of land being all of a called 30.600 acre tract as recorded and conveyed to Leon Creek Venture, L.C. in Special Warranty Deed recorded in Volume 6069, Pages 1417-1421 of the Official Public Records of Real Property of Bexar County, Texas, also out of the J.M. Arocha Survey Number 26, Abstract 27, County Block 4752, and the John W. Smith Survey Number 27, Abstract 708, county Block 4732, and now being in New City Block (N.C.B.) 34752 in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows;

BEGINNING: At a point on the northeast right-of-way line of the Southern Pacific Railroad, the northwest corner of a 5.496 acre tract recorded in Volume 6246, Page 1626 of the Official Public Records of Real Property of Bexar County, Texas, the southwest corner of the herein described tract;

THENCE: Along the northeast right-of-way line of said Southern Pacific Railroad, the following calls and distances;

N 16°36'45" W, a distance of 190.00 feet to a point;

N 16°36'45" W, continuing along said line, a distance of 1,953.67 feet to a point;

N 15°30'57" W, a distance of 622.17 feet to a point;

N 22°04'31" W, a distance of 50.00 feet to a point, a corner of a 16.665 acre tract, recorded in Volume 6031, Page 1726 of the Official Public Records of Real Property of Bexar County, Texas, the north corner of the herein described tract;

THENCE: Departing the northeast right-of-way line of said Southern Pacific Railroad, the following calls and distances;

S 88°49'51" E, a distance of 220.87 feet to a point;

S 64°43'20" E, a distance of 199.06 feet to a point;

S 49°11'06" E, a distance of 145.34 feet to a point;

S 64°03'28" E, a distance of 205.73 feet to a point;

S 59°55'53" E, a distance of 109.77 feet to a point;

S 45°00'00" E, a distance of 169.71 feet to a point;

S 38°20'35" E, a distance of 187.63 feet to a point;

S 29°16'13" E, a distance of 288.44 feet to a point;

S 09°55'56" E, a distance of 131.00 feet to a point;

S 16°14'04" W, a distance of 218.00 feet to a point;

PAPE-DAWSON ENGINEERS, INC.

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

S 37°29'04" W, a distance of 356.00 feet to a point;
S 25°49'04" W, a distance of 220.00 feet to a point;
S 17°34'04" W, a distance of 269.00 feet to a point;
S 16°55'56" E, a distance of 631.12 feet to a point;
S 86°56'40" E, a distance of 5.69 feet to a point;
S 16°37'59" E, a distance of 185.41 feet to a point, the northeast corner of
said 5.496 acre tract, the southeast corner of the herein described tract;
~~N 87°57'59" W, along and with the north line of said 5.496 acre tract, a~~
distance of 112.00 feet to a point;

THENCE: N 88°53'59" W, along and with the north line of said 5.496 acre tract, a
distance of 68.80 feet to a point to the POINT OF BEGINNING, and
containing 30.62 acres in the City of San Antonio, Bexar County, Texas.

PREPARED BY: PAPE DAWSON ENGINEERS INC..

DATE: April 29, 2003

JOB No.: 3083-43

FILE: H:\3083\43\Word\Field Notes\DOMINIONPH8FN.doc

EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION
OF
MF-18 PEVETO TRACT

[SEE ATTACHED]



 LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
ZONING TRACT

A 21.279 acre, or 926,926 square feet more or less, tract of land, comprised of 0.056 of an acre out of that called 2.075 acre tract conveyed to Financial Resources, Inc. by instrument recorded in Volume 6385, Pages 788-792, 0.122 of an acre of a 4.404 acre tract surveyed December 7, 2007, said 4.404 acres being a remaining portion of Old Fredericksburg Road, 0.175 of an acre out of that 6.368 acre tract conveyed to Leon Creek, LTD. by instrument recorded in Volume 9690, Pages 948-954 and 20.927 acres out of that called 30.60 acre tract conveyed to Leon Creek Venture, L.C. by instrument recorded in Volume 6069, Pages 1417-1421, all of the Official Public Records of Bexar County, Texas, out of the J.M. Arocha Survey No. 26, Abstract 27, County Block 4752, now in New City Block (N.C.B.) 34752 and 34732 of the City of San Antonio, Bexar County, Texas. Said 21.279 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a TxDOT monument with plate at and "+" 60 feet right of Engineers Centerline Station 88+35.31, on the east right-of-way of Old Highway 87, also the south line of the Old Boerne Stage Road right-of-way, the northwest corner of said 2.075 acre tract;

THENCE: S 23°57'28" W, along and with the east right-of-way line of said Old Highway 87, the west line of said 2.075 acre tract, a distance of 818.04 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: N 66°00'23" E, departing the east right-of-way line of said Old Highway 87, over and across said 2.075 acre tract, said 4.404 acre tract and said 6.368 acre tract, a distance of 223.00 feet to a point on the east line of said 30.60 acre tract, the west line of said 6.368 acre tract;

THENCE: N 24°38'30" W, departing the west line of said 30.60 acre tract, over and across said 6.368 acre tract, a distance of 133.37 feet to a point;

THENCE: N 68°30'53" E, over and across said 6.368 acre tract and said 30.60 acre tract, a distance of 87.34 feet to a point;

THENCE: Over and across said 30.60 acre tract, the following bearings and distances:

N 37°11'19" E, a distance of 37.10 feet to a point;

N 23°58'03" W, a distance of 33.67 feet to a point;

N 13°55'20" E, a distance of 79.02 feet to a point;

N 52°32'00" E, a distance of 61.12 feet to a point;

N 11°01'22" E, a distance of 83.70 feet to a point;
N 36°38'23" E, a distance of 193.18 feet to a point;
N 78°41'15" E, a distance of 35.34 feet to a point;
N 24°55'24" E, a distance of 105.54 feet to a point on the northeast line of said 30.60 acre tract;

THENCE: Along and with the northeast line of said 30.60 acre tract, the following bearings and distances:

S 65°04'36" E, a distance of 129.31 feet to a point;
S 60°57'01" E, a distance of 109.77 feet to a point;
S 46°01'08" E, a distance of 169.71 feet to a point;
S 39°21'43" E, a distance of 187.63 feet to a point;
S 30°17'21" E, a distance of 288.44 feet to a point;
S 10°57'04" E, a distance of 131.00 feet to a point;
S 15°12'56" W, a distance of 217.99 feet to a point;
S 36°27'56" W, a distance of 356.00 feet to a point;
S 24°47'56" W, a distance of 220.00 feet to a point;
S 16°32'56" W, a distance of 213.97 feet to a point;

THENCE: Over and across said 30.60 acre tract the following bearings and distances:

N 73°27'04" W, a distance of 124.89 feet to a point;
N 23°56'59" W, a distance of 152.98 feet to a point;
N 66°43'32" E, a distance of 22.10 feet to a point;
N 23°52'47" W, a distance of 808.29 feet to a point;

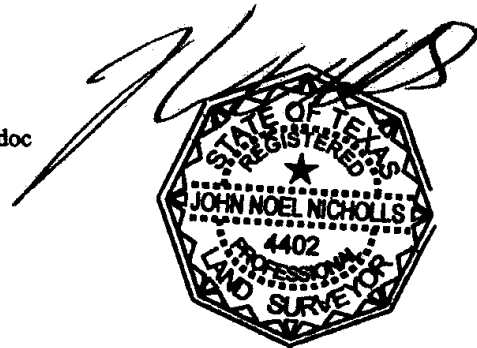
THENCE: S 66°00'23" W, over and across said 30.06, said 6.368 acre tract, said 4.404 acre tract and said 2.075 acre tract and a distance of 222.92 feet to a point on the east right-of-way line of aforementioned Old Highway 87, the west line of said 2.075 acre tract;

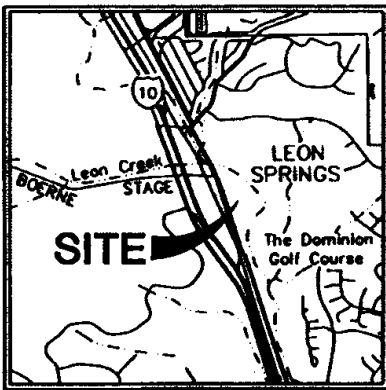
21.279 Acres
Job No. 7032-00
Page 3 of 3

THENCE: N 23°57'28" W, along and with the east right-of-way line of said Old Highway 87, the west line of said 2.075 acre tract along and with the a distance of 65.00 feet to the POINT OF BEGINNING, and containing 21.279 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

"This document was prepared under 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 10, 2011
JOB No.: 7032-00
FILE: N:\CIVIL\7032-00\WORD\7032-00 FN - ZONING.doc
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





LOCATION MAP

N.T.S.

DEED/PLAT REFERENCE

D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS



(IN FEET)

1 inch = 300 ft.

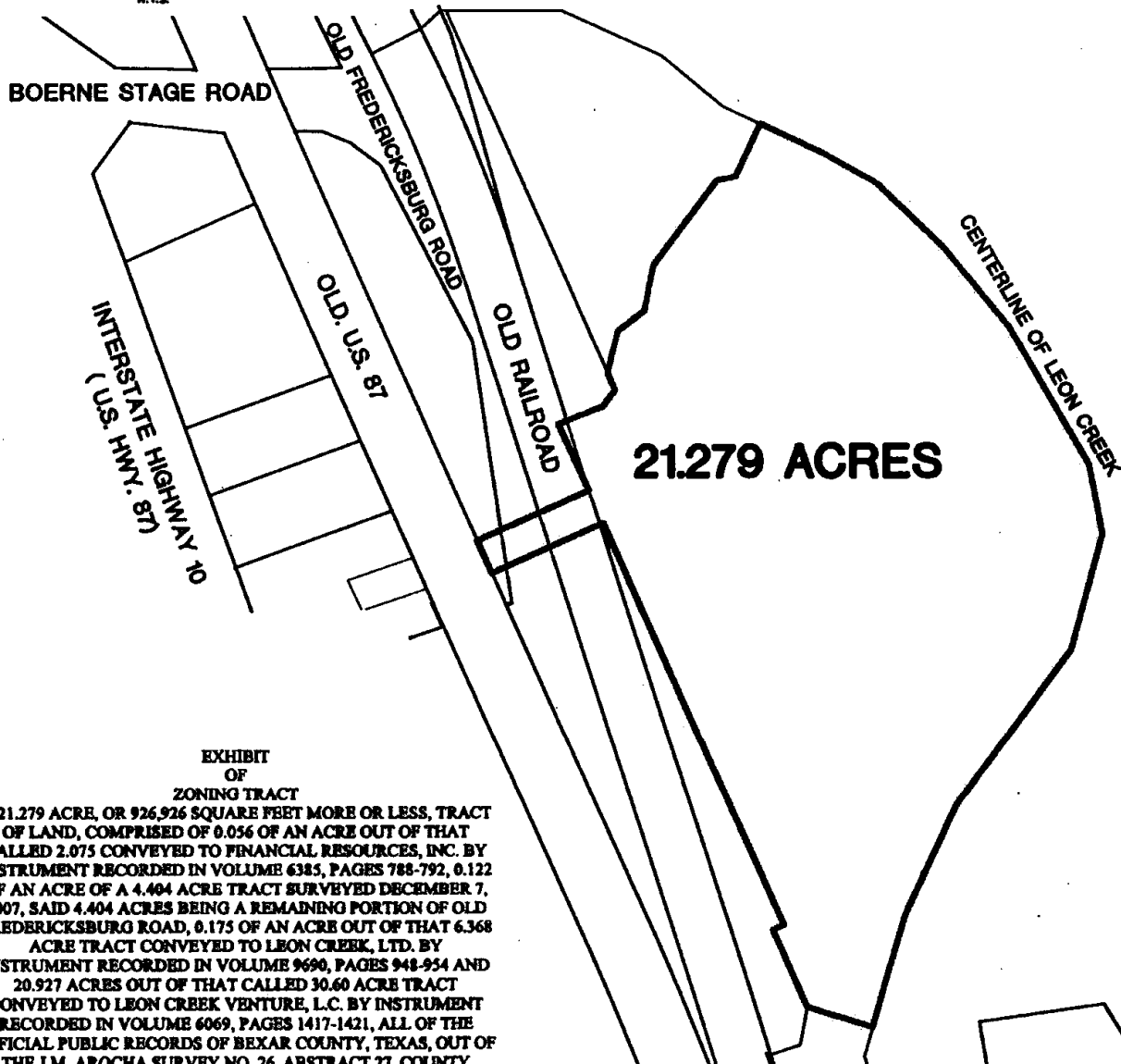


EXHIBIT OF

ZONING TRACT

A 21.279 ACRE, OR 926,926 SQUARE FEET MORE OR LESS, TRACT OF LAND, COMPRISED OF 0.056 OF AN ACRE OUT OF THAT CALLED 2.075 CONVEYED TO FINANCIAL RESOURCES, INC. BY INSTRUMENT RECORDED IN VOLUME 6385, PAGES 788-792, 0.122 OF AN ACRE OF A 4.404 ACRE TRACT SURVEYED DECEMBER 7, 2007, SAID 4.404 ACRES BEING A REMAINING PORTION OF OLD FREDERICKSBURG ROAD, 0.175 OF AN ACRE OUT OF THAT 6.368 ACRE TRACT CONVEYED TO LEON CREEK, LTD. BY INSTRUMENT RECORDED IN VOLUME 9690, PAGES 948-954 AND 20.927 ACRES OUT OF THAT CALLED 30.60 ACRE TRACT CONVEYED TO LEON CREEK VENTURE, L.C. BY INSTRUMENT RECORDED IN VOLUME 6069, PAGES 1417-1421, ALL OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE J.M. AROCHA SURVEY NO. 26, ABSTRACT 27, COUNTY BLOCK 4752, NOW IN NEW CITY BLOCK (N.C.B.) 34752 AND 34732 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

538 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.378.0000
FAX: 210.378.0010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, P.E. REGISTRATION # 479
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, P.L.S. REGISTRATION # 100880-00

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NOVEMBER 10, 2011

JOB No.:

SHEET 1 OF 1

7032-00

EXHIBIT "C"

LEGAL DESCRIPTION AND DEPICTION
OF
C-2 PEVETO TRACT

[SEE ATTACHED]



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

A 10.196 acre, or 444,127 square feet more or less, tract of land comprised of 1.383 acres out of that out of that 2.946 acre tract being the south portion of the Old Fredericksburg Road described in survey prepared June 1, 2012, the south 4.162 acres of that 6.368 acre tract conveyed to Leon Creek Ltd. in Deed without Warranty recorded in Volume 9690, Pages 948-954 the Official Public Records of Real Property of Bexar County, Texas, and 4.651 acres of that called 30.60 acre tract conveyed to Leon Creek Venture L.C. in Volume 6069, Pages 1417-1421 the Official Public Records of Real Property of Bexar County, Texas, out of the J.M. Arocha Survey No. 26,, Abstract 27, County Block 4752, and the John W. Smith Survey No. 27, Abstract 708, County Block 4732 of Bexar County, Texas, now in New City Blocks 34732 and 34752 of the City of San Antonio, Bexar County, Texas. Said 10.196 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING at a found TxDOT (Texas Department of Transportation) Type III monument at a point of tangency on the north line of State Highway 87, 60-foot right of Engineers centerline station 72+29.54, on the west line of the aforementioned 2.946 acre tract;

THENCE: N 23°57'28" W a distance of 662.30 feet to a found ½" iron rod;

THENCE: N 70°35'42" E a distance of 10.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 8°24'27" W a distance of 65.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 66°0'23" E at a distance of 86.89 feet passing the west line of said 6.368 Acre tract and continuing a distance of 100.62 feet to the east line of said 6.368 acre tract and the west line of said 30.60 acre tract for a total distance of 194.64 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the northeast corner of the herein described tract;

THENCE: Over and across said 30.60 acre tract the following calls and distances:

S 23°52'49" E a distance of 808.29 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 66°43'32" W a distance of 22.10 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 23°56'59" E a distance of 152.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 73°27'4" E a distance of 124.89 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of said 30.60 acre tract;

THENCE: With the west line of said 30.60 acre tract the following calls and distances:

S 16°32'56" W a distance of 55.03 feet to a set ½" iron rod with cap marked "Pape-Dawson";

: S 17°57'45" E a distance of 631.29 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 88°0'28" E a distance of 5.83 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 17°42'42" E a distance of 185.41 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the southeast corner of the herein described tract;

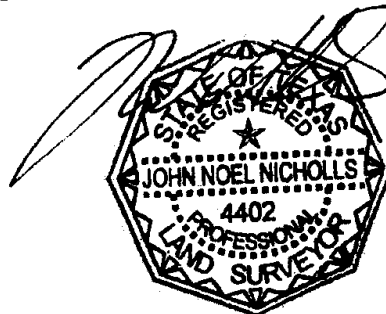
THENCE: N 89°2'42" W with the south line of said 30.60 acre tract, a distance of 112.00 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle;

THENCE: N 89°56'50" W at a distance of 68.94 feet passing the southwest corner of said 30.60 acre tract and continuing along the south line of said 6.368 acre tract a distance of 104.96 feet for a total distance of 173.90 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the southwest corner of said 6.368 acre tract, on the east line of the aforementioned Highway 87;

THENCE: N 17°37'36" W a With the east line of Highway 87 a distance of 514.23 feet to a found iron rod with cap marked "Pape-Dawson" at the south end of said 2.946 acre tract, a point of curvature;

THENCE: Along a curve to the left, having a radius of 5789.58 feet, an angle of 5°23'57"', and a chord bearing and distance of N 21°15'30" W, 545.36 feet for an arc length of 545.56 feet to the POINT OF BEGINNING and containing 10.196 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground in November 2007 under Job No. 9370-07, and a survey map and description prepared this date under Job Number 7032-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers Inc.
 DATE: September 27, 2012
 Job No.: 7032-00
 N:\civil\7032-00\word\South Tract FN.docx
 TBPE Firm Registration #470
 TBPLS Firm Registration #100288-00



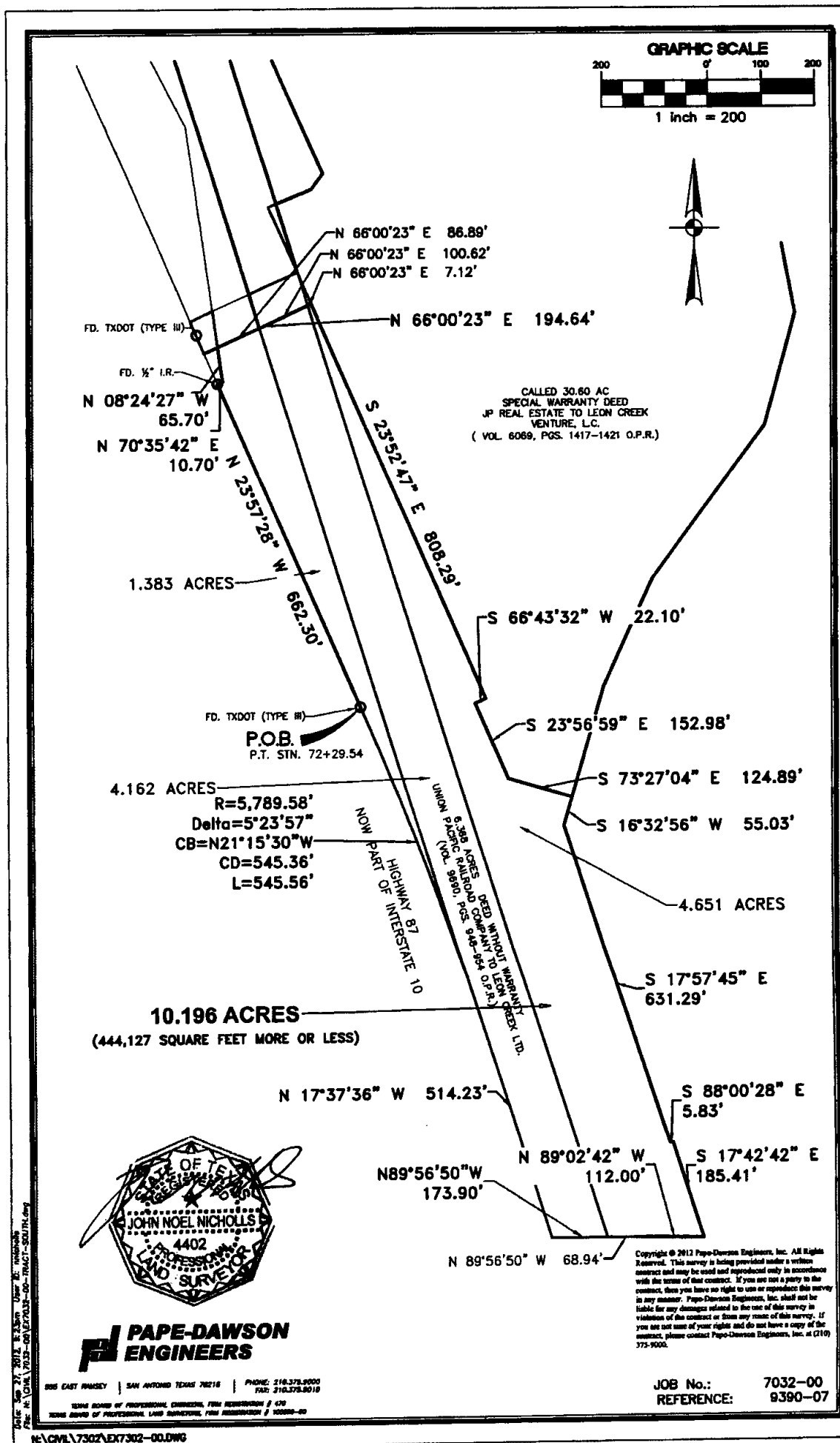


EXHIBIT "D"

TABLE 311-1

[SEE ATTACHED]

TABLE 311-1 RESIDENTIAL USE MATRIX																				
PERMITTED USE	RP	RE	R-20	NP-15	NP-10	NP-8	R-6	RM-6	R-5	RM-5	R-4	RM-4	MF-18	MF-25	MF-33	MF-40	MF-50	ERZD	LCBS FUNCTION	LCBS STRUCTURE
Assisted Living Facility, Boarding Home Facility or Community Home with five (5) or fewer residents		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Assisted Living Facility, Boarding Home Facility or Community Home with six (6) or more residents													P	P	P	P	P	P		
Athletic Fields (Noncommercial And Supplemental To The Residential Use)	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	5370	
Automobile Non-Commercial Parking																		NA	2110	
Automobile Commercial Parking	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Bed and Breakfast, see § 35-374			S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	1310	
Bus Shelter (Max Size 6'x13')	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P		
Bus Stop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Cemetery, Columbarium Or Mausoleum	S	S	S				S		S		S							S	6700	
Childcare Daycare Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	6562	
Child Care, Licensed Child Care	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	6562	
Child Care - Registered Child Care Home	S	P	P	P	P	P	P	P	S	S	S	S	S	S	S	S	S	P	6562	
Child-Care Institution (Basic)	S	S	S	S	S	S		S		S	S	S	S	S	S	S	P	P	6561	
Church, Temple, Mosque (facilities that are for worship or study of religion)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6600	
Dwelling - 1 Family (Attached or Townhouse)							P	P	P	P	P	P	P	P	P	P	P	P	1000	1120
Dwelling - 1 Family (Detached)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1000	1110
Dwelling - 2 Family								P		P		P	P	P	P	P	P	P	1000	1121
Dwelling - 3 Family								P		P		P	P	P	P	P	P	P	1000	1203
Dwelling - 4 Family								P		P		P	P	P	P	P	P	P	1000	1204
Dwelling - College Fraternity or Sorority (Off Campus)														P	P	P	P	P	1000	P
Dwelling - School Dormitories or Housing (Off Campus)														P	P	P	P	P	1000	P

Dwelling - HUD-Code Manufactured Homes	S	S	S	S	S	S	S	S	S	S	S	S						P	1000	1150
Dwelling (loft and/or ARH)													P	P	P	P	P			
Dwelling - Multi- Family (18 Units/Acre Maximum)													P	P	P	P	P		1000	1210
Dwelling - Multi- Family (25 Units/Acre Maximum)														P	P	P	P		1000	1220
Dwelling - Multi- Family (33 Units/Acre Maximum)															P	P	P		1000	1230
Dwelling - Multi- Family (40 Units/Acre Maximum)																P	P		1000	1240
Dwelling - Multi- Family (50 Units/Acre Maximum)																	P	P	1000	1250
Dwelling, Zero Lot Line							P	P	P	P	P	P	P	P	P	P	P	P	1000	1122
Farming and Truck Garden	P	P	P	P	P	P		P		P		P	P	P	P	P	P	P	9100	
Foster Family Home			P	P	P	P	P	P	P	S	P	S						P	6560	
Foster Group Home	S	S	S	S	S	S	S	S	S	S	S	S						P	6562	
Golf Course (see § 35-346 "G" district)																		S	5370	
Housing Facilities for Older Persons (see § 35-373(e))							P		P		P	P	P	P	P	P	P			
Nursing Facility													P	P	P	P	P	P		
Park - Public		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Radio/Television Station With Transmitter Tower	S	S	S	S	S													P	4231	
Recreation Facility, Neighborhood		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6340	
School - Private (Includes Church Schools, Private Schools K-12)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6100	
School - Public Includes All ISD Schools K-12, Open Enrollment Charter Schools, Public College or University	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6100	
School - University Or College (Private)	S	S	S	S	S	S	S	S	S	S	S	S						P	6130	
Storage (moving pods) (see 35-A101)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Transit Center													P	P	P	P	P	P	4133	
Transitional Home												S	S	S	S	S	S	P		
Transit Park & Ride													P	P	P	P	P	S	4133	

[illegible]

EXHIBIT "E"

TABLE 311-2

[SEE ATTACHED]

TABLE 311-2 NONRESIDENTIAL USE MATRIX										
	PERMITTED USE	O-1 & O- 1.5	O- 2*	N- 1	C- 2	C- 3	C- DLI- 12	I- 12	ERZD	(LBCS Function)
Alcohol	Alcohol - Bar And/Or Tavern Without Cover Charge 3 or More Days Per Week			S	S	S	P	PP	P	2540
Alcohol	Alcohol - Bar And/Or Tavern With Cover Charge 3 or More Days Per Week						S	P	P	2540
Alcohol	Alcohol - Nightclub Without Cover Charge 3 or More Days Per Week						P	PP		2540
Alcohol	Alcohol - Nightclub With Cover Charge 3 or More Days Per Week						S	P		2540
Alcohol	Alcohol - Beverage Manufacture Or Brewery - Alcohol								PNA	3110
Alcohol	Alcohol - Distillation, Storage								PPNA	3110
Alcohol	Alcohol - Microbrewery						P	PP	S	
Alcohol	Alcohol - Beverage Retail Sales (Liquor Store)						P	P	P	2150
Alcohol	Alcohol - Wine Boutique						P	P	P	
Alcohol	Alcohol - Winery With Bottling						P	P		
Amusement	Amusement And/Or Theme Park - Outdoor Rides						P	S	P	5310
Amusement	Animal Racetrack And/Or Rodeo Arena							SS	S	5130
Amusement	Billiard Or Pool Hall - No Alcohol In "C-2"						P	P	P	5380
Amusement	Bingo Parlor						S	P		5300
Amusement	Carnival And/Or Circus - Circus (more than 2 weeks, time limit set by city council on individual case consideration)						S	SS	S	5300
Amusement	Dance Hall						P	P	P	5110
Amusement	Fairground And/Or Stadium							SSS	S	5300
Amusement	Go-Cart Track						S	P	P	5300
Amusement	Laser Hide And Seek Games - Indoors						P	P	P	5300
Amusement	Laser Hide And Seek Games - Outdoors Permitted						S	P	P	5300
Amusement	Miniature Golf						P	P	S	5340
Amusement	Museum - public or private	P	P	P	P	P	P	PP	P	
Amusement	Racing - Motor Vehicle								S	S
Amusement	Live Entertainment Without Cover Charge 3 or More Days Per Week (Not Including Food Service Establishments)						S	P	P	5300
Amusement	Live Entertainment With Cover Charge 3 or More Days Per Week (Not Including Food Service Establishments)						S	P	P	5300
Amusement	Racing - Motor Vehicle								S	S
Amusement	Theater - Indoor Permitting Over 2 Screens And/Or Stages						P	P	P	5110
Amusement	Theater - Indoor With 2 Or Less Screens And/Or Stages						S	P	P	P
Amusement	Theater - Outdoor Including Drive-In And Amphitheaters								P	5110
Amusement	Video Games - Coin Or Token Operated			S	P	P	P	P	P	5320
Animal	Animal - Equestrian Center And Riding Trails				S					S
Animal	Animal - Pound Or Shelter								PP	S 2418
Animal	Breeder - Small Animal Only								SP	NA 2140
Animal	Cemetery - Pets (Limited To Small Animals)						P	P	P	S 6730
Animal	Dog Training - Indoor						P		PP	P 2100
Animal	Dog Training - Outdoor Permitted						S		PP	S
Animal	Kennel - Boarding And Breeding								SP	S 2418
Animal	Pet Grooming - Small Animals Only			P	P	P	P	PP	P	2136
Animal	Stockyard								SNA	9200
Animal	Veterinary Hospital - Large And Small Animal (Outside Runs, Pens And Paddocks Permitted)								P	S 2418
Animal	Veterinary Hospital - Large And Small Animal (No Outside Runs, Pens And Paddocks Permitted)						S		PP	S
Animal	Veterinary Hospital - Small Animal (Outside Runs, Pens And Paddocks Permitted)								PP	S
Animal	Veterinary Hospital - Small Animals (No Outside Runs, Pens And Paddocks Permitted)						S		SPP	S

[illegible]

Manufacturing	Candle - Manufacturing									S	P	S	3400	
Manufacturing	Candy - Manufacturing									SP	S		3110	
Manufacturing	Canvas Products - Manufacturing									SP	P	S	3400	
Manufacturing	Chemical - Manufacturing Or Processing									S	S	NA	3320	
Manufacturing	Chemical/Drug - Wholesale And Storage									PP		NA	3600	
Manufacturing	Clothing Manufacture - Chemical Process										P	NA	3130	
Manufacturing	Clothing Manufacture - Non-Chemical Process									PP	P	S	3130	
Manufacturing	Concrete Products - Manufacturing									S	P	S	3330	
Manufacturing	Cotton Compress, Ginning And Bailing											P	NA	9510
Manufacturing	Drug - Manufacturing									P	P	S	3000	
Manufacturing	Electronic Component - Manufacturing									S	P	NA	3360	
Manufacturing	Electroplating										P	S	3400	
Manufacturing	Felt Products - Manufacturing										P	S	3400	
Manufacturing	Glass Manufacture										P	S	3330	
Manufacturing	Grain - Drying										P	S	3600	
Manufacturing	Grain - Milling										P	S	3100	
Manufacturing	Hatchery										P	S	9240	
Manufacturing	Hazardous Materials Storage										S	NA	4000	
Manufacturing	Hosiery - Manufacturing									P	P	S	3320	
Manufacturing	Ice Cream - Manufacturing									PP	P	P	3110	
Manufacturing	Ice Plant - Manufacturing And Processing									P	P	P	3100	
Manufacturing	Insulation Products - Manufacturing And Processing										P	NA	3330	
Manufacturing	Junkyard Or Salvage Yard										S	NA	2120	
Manufacturing	Mattress - Manufacturing And Rebuilding									PP	P	S	3340	
Manufacturing	Metal Forging Or Rolling Mill										S	NA	3340	
Manufacturing	Metal Products - Fabrication									S	P	S	2140	
Manufacturing	Willinery - Manufacturing									PP		P	3400	
Manufacturing	Willwork And Wood Products - Manufacturing									S	P	S	3210	
Manufacturing	Moving And Transfer Company - With Trucks Attached To Trailers For A Total Exceeding 24 Feet In Length									PP	P	S	4141	
Manufacturing	Novelty And Souvenir - Manufacture									S	P	P	3400	
Manufacturing	Nuclear Or Radioactive Instrumentation - Manufacturing									S	S	NA	3360	
Manufacturing	Office Equipment, Furniture - Manufacture									PP	P	S	2120	
Manufacturing	Oil Well Supplies And Machinery - Manufacturing.										P	NA	3350	
Manufacturing	Packing And Gasket - Manufacturing										P	NA	3000	
Manufacturing	Packing Plant - No Rendering										P	NA	9200	
Manufacturing	Paints, Etc. - Manufacturing And Processing										P	NA	3320	
Manufacturing	Paper Products - Manufacturing										P	NA	3200	
Manufacturing	Petroleum - Manufacturing Or Processing										S	NA	3310	
Manufacturing	Planing Mill										S	S	2120	
Manufacturing	Plastic / Vinyl - Manufacturing Or Processing									S	P	NA	3220	
Manufacturing	Playground Equipment - Manufacturing									PP	P	S	3400	
Manufacturing	Poultry Processing - Caged Hen Operation										P	NA	9240	
Manufacturing	Poultry Processing And Live Poultry Storage - Completely Enclosed										P	NA	9240	
Manufacturing	Processing - Other Than Food									S	P	S	3000	
Manufacturing	Refrigeration Equipment - Manufacturing									S	P	NA	3360	
Manufacturing	Rendering Plant										S	NA	9200	
Manufacturing	Sand Or Gravel - Storage And Sales									P	P	P	8000	
Manufacturing	Shoe - Manufacturing									S	P	P	3140	
Manufacturing	Shoe - Wholesale (Manufacturing Permitted)									SP		S		
Manufacturing	Shoe Polish - Manufacturing										P	NA	3320	
Manufacturing	Sign Manufacture									S	P	P	3440	
Manufacturing	Stone Curing, Monument - Manufacturing									P	P	P	3330	
Manufacturing	Textile - Manufacturing										P	S	3130	
Manufacturing	Tile - Manufacturing										P	NA	3330	
Manufacturing	Tile, Roofing And Waterproofing Products - Manufacturing										P	NA	3330	

Manufacturing	Tobacco - Processing										P	S	3120
Manufacturing	Tool - Manufacturing										S	P	3400
Manufacturing	Toy - Manufacturing										P	P	3420
Manufacturing	Trailer - Manufacturing										P	P	3400
Manufacturing	Venetian Blind - Cleaning And Fabrication										S	P	2100
Manufacturing	Vulcanizing, Recapping										S	P	3320
Manufacturing	Water Distillation										S	P	3110
Manufacturing	Well Drilling Contractor										S	P	7230
Manufacturing	Wire Products - Manufacturing										P	P	3400
Manufacturing	Wood Processing By Creosoting Or Other Preserving Treatment										P	P	3210
Manufacturing	Wool Pulling And Scouring										P	P	3000
Medical	Medical - Surgical Supplies Wholesale									P	S	P	3510
Processing	Cosmetics - Manufacturing Or Processing										P	S	2600
Processing	Food And Food Products - Processing										S	P	3110
Processing	Punch Concentrate - Processing And Mixing										S	P	3110
Processing	Punch Concentrate Products - Mixing Only						S	P			P	P	3110
Processing	Recycling Facility Without Outside Storage And/Or Processing										P	P	
Processing	Recycling Facility With Outside Storage And/Or Processing										P	P	
Recreation	Archery Range - Outdoor										S	P	5300
Recreation	Archery Range - Indoor							P	P	P	P	P	5300
Recreation	Athletic Fields - Noncommercial	S	S	S	P	P	P	S	P	P	P	P	5370
Recreation	Athletic Fields - Commercial	S	S			S	P	S	P	P	P	P	
Recreation	Bowling Alley							P	P	P	P	P	5380
Recreation	Fitness Center/Health Club			S	P	P	P	P	P	P	P	P	5370
Recreation	Golf Course (See § 35-346 "G" District)											S	5370
Recreation	Golf Driving Range							S	P	P	S	S	5370
Recreation	Gymnasium - Commercial							S	P	P	P	P	
Recreation	Gymnasium							P	P	P	P	P	5370
Recreation	Park - Public	P	P	P	P	P	P	P	P	S	S	S	
Recreation	Recreational Facility - Community Wide							P	P	P	P	P	
Recreation	Recreational Facility - Neighborhood					P	P	P	P	P	P	P	
Recreation	Rifle And Pistol Range - Indoor							S	S	S	S	P	5300
Recreation	Rifle And Pistol Range - Outdoor Permitted										S	S	5300
Recreation	Skateboard Track							S	S	P	P	P	5390
Recreation	Skating Rink - Ice Or Roller Skating							P	P	P	P	P	5390
Recreation	Stable And Equestrian Center										P	S	5300
Recreation	Tennis, Racquetball, Handball, Volleyball Or Basketball (Outside Courts Permitted)		P		S	S	P	P	P	P	P	P	
Recreation	Tennis, Racquetball, Handball, Volleyball Or Basketball - (Outside Courts Not Permitted)		P		S	P	P	P	P	P	P	P	5370
Recreation	Recreational Vehicle Park							S	P	P	P	P	
Retail	Air Conditioners - Retail (Incidental To Other Onsite Retail Items In "D")							P	P	P	P	P	2120
Retail	Antique Store - Retail				P	P	P	P	P	P	P	P	2145
Retail	Apothecary - See (Drugstore - Apothecary)												
Retail	Apparel And Accessory Store - Retail				P	P	P	P	P	P	P	P	2133
Retail	Appliance - Retail (Incidental To Other Onsite Retail Items In "D")							P	P	P	P	P	2125
Retail	Art Gallery		P	P	P	P	P	P	P	P	P	P	2142
Retail	Bakery - Retail				P	P	P	P	P	P	P	P	2151
Retail	Bookstore		P	P	P	P	P	P	P	P	P	P	2135
Retail	Business Machines - Retail		P		S	P	P	P	P	P	P	P	2130
Retail	Camera, Photographic Equipment And Supplies - Retail				P	P	P	P	P	P	P	P	2132
Retail	Candy, Nut And Confectionery - Retail				P	P	P	P	P	P	P	P	2153
Retail	Convenience Store				P	P	P	P	P	P	P	P	2152
Retail	Convenience Store (With Carwash)							S	P	P	P	P	2152
Retail	Convenience Store (With Gasoline)							P	P	S	P	P	2152
Retail	Convenience Store (With Gasoline And Carwash)							S	P	P	P	P	2152

Retail	Dairy Products - Retail			P	P	P	P	P		P	2150
Retail	Drugstore - Apothecary			P	P	P	P	P		P	2161
Retail	Dry Goods - Retail			P	P	P	P	P		P	2130
Retail	Farm Supplies						S	PP		P	2140
Retail	Feed, Seed, Fertilizer Sales - No Outside Storage In "C-3"						P	PP		P	2140
Retail	Fish Market - Retail			P	P	P	P	P		P	2153
Retail	Flea Market - Indoor						P	P		P	2100
Retail	Flea Market - Outdoor							SP		P	2100
Retail	Floor Covering - Retail (Incidental To Other Onsite Retail Items In "D")					P	P	PP		P	2120
Retail	Florist - Retail		S	P	P	P	P	PP		P	2141
Retail	Food Locker Plant - Retail							SP		S	2120
Retail	Fruit And Produce - Retail			P	P	P	P	P		P	2154
Retail	Furniture Sales - Retail			S	P	P	P	P		P	2121
Retail	Gift Shop - Retail		S	P	P	P	P	P		P	2140
Retail	Glass - Retail					P	P	PP		P	2120
Retail	Grocery Store - Limited To Maximum 3,000 Square Foot Total Floor Aea In "C-1"			P	P	P	P	P		P	2151
Retail	Hardware Sales - Retail (Limited To Maximum 3,000 Square Foot Total In "C-1")			P	P	P	P	P		P	2122
Retail	Head Shop						S			P	2,000
Retail	Hobby Store - Retail (Limited To Maximum 3,000 Square Foot Total In "C-1")			P	P	P	P	P		P	2140
Retail	Home Improvement Center						P	SP		P	
Retail	Jewelry Store - Retail		S	P	P	P	P	P		P	2140
Retail	Landscaping Materials - Sales And Storage							PP		S	2123
Retail	Leather Goods Or Luggage Store - Retail			P	P	P	P	P		P	2130
Retail	Medical - Surgical Supplies Retail					P	P	PP		P	2130
Retail	Milliner - Custom			P	P	P	P	PPP		P	3400
Retail	Music Store			P	P	P	P	P		P	2135
Retail	Newsstand		P	P	P	P	P	P		P	2140
Retail	Nursery - Retail (Growing Plants On-Site Permitted)					P	P	P		S	
Retail	Nursery - Retail (No Growing Plants On-site Permitted)				P	P	P	P		S	2100
Retail	Office Equipment And Supply - Retail		S		P	P	P	PP		P	2120
Retail	Paint And Wallpaper Store - Retail And Wholesale					P	P	PPS		P	2120
Retail	Pet Shop - Retail			P	P	P	P	PP		P	2136
Retail	Plumbing Fixtures - Retail (Incidental To Other Onsite Retail Items In "D")					P	P	PP		P	2120
Retail	Rug Or Carpet - Retail				P	P	P	PP		P	2120
Retail	Secondhand Merchandise - Retail No Outside Storage Or Display Of Inventory Permitted)					P	P	PP		P	2145
Retail	Shoe - Retail			P	P	P	P	P		P	2140
Retail	Silk Screening - Retail					P	P	P		P	2140
Retail	Sporting Goods - Retail			P	P	P	P	P		P	2134
Retail	Stamps And Coin Sales - Retail			P	P	P	P	P		P	2140
Retail	Stationary Products - Retail	S		P	P	P	P	P		P	2140
Retail	Tamale - Preparation Retail (Less Than 2,000 Square Feet In "C-1" And "C-2")			S	S	P	P	PP		P	2153
Retail	Thrift Store - Retail See (Secondhand Merchandise)										2145
Retail	Tobacco Store - Retail			P	P	P	P	P		P	2143
Retail	Toy Store - Retail				P	P	P	P		P	2130
Retail	Trophy Sales, Engraving And Assembly				P	P	P	PP		P	2140
Retail	Variety Store - Retail					P	P	P		P	2145
Sales	Boat - Sales And Service						P	P		S	
Sales	Machinery, Tools And Construction Equipment Sales And Service						S	PPPS		2120	
Sales	Farm Equipment Sales, Service Or Storage							PPPS		2120	
Sales	Oil Well Supplies And Machinery Sales - Used								PNA	2120	
Sales	Portable Building Sales					S	S	PPPP		2120	

School	School - Business or Commercial Trade		P			P	P	P		P	6142
School	School - Private University Or College		S			S	P	PP		P	6130
School	School - Public University Or College	P	P	P	P	P	P	PP		P	6130
School	School - Montessori					S	P	P	P	P	6100
School	School - Nursery (Public And Private)		P	P	P	P	P	P		P	6110
School	School - Private Pre-Kindergarten Through 12th Grade	P	P	P	P	P	P	P		P	9900
School	School - Public Pre-Kindergarten Through 12th Grade	P	P	P	P	P	P	P		P	9900
School	Vocational Trade (No Outside Storage & Training Area Permitted)						P	P		S	6140
School	Vocational Trade (Outside Storage & Training Area Permitted)							PPP	S		6140
Service	Air Conditioning / Refrigeration - Service And Repair					S		PP		P	2120
Service	Altering/Repairing Of Apparel			P	P	P	P	P		P	2600
Service	Ammunition - Manufacturing, Loading And Storage								S	S	2100
Service	Appliance - Repair Major						P	P	P		
Service	Appliance - Repair Small			P	P	P	P			P	2125
Service	Assisted Living Facility, Boarding Home Facility, or Community Home with no more than sixteen (16) residents			P	P	P	S	P		P	
Service	Auditorium		P			P	P	P		P	5110
Service	Bail Bond Agency					S	S	SS		P	2220
Service	Bank, Credit Union	P	P	S	S	P	P	PP		P	2210
Service	Barber or Beauty Shop			P	P	P	P	P		P	2600
Service	Bed And Breakfast, see § 35-374	S	P	S	P	P	P			P	1310
Service	Bicycle - Repair			P	P	P	P	P		P	2113
Service	Boat And Marine - Storage (Outside Permitted)					S		P		S	
Service	Body Piercing						P			P	2600
Service	Caterers and Catering Shop (No On-Premises Food Services)				P	P	P	PPP			
Service	Cemetery Or Mausoleum				S	S	S	S		NA	6700
Service	Charitable - food and/or clothing bank					P	P	PP		P	
Service	Charitable - food service establishment (no charge for meals)					P	P	PP		P	
Service	Construction Trades Contractors							PPS	S		
Service	Copy Service - Blueprinting And Photocopying	P	P	P	P	P	P	P		S	2414
Service	Cosmetics - Permanent			P	P	P	P	P		P	2600
Service	Day Care Center - Child And/Or Adult Care		S	P	P	P	P	PS		P	6562
Service	Dry Cleaning - Limited To Five Employees					P	P	PPP	S		2600
Service	Dry Cleaning - Pickup Station Only		P	P	P	P	P	PP		P	2600
Service	Electric Repair - Heavy Equipment							PP		P	7330
Service	Electric Repair - Light Equipment					S		PP		P	7330
Service	Electronic Equipment - Repair			P	P	P	P	PP	S		2125
Service	Elevator Maintenance - Service							PPP	S		2450
Service	Employment Agency	P	P		S	P	P	P		P	2423
Service	Extended Stay Hotel Or Timeshares					S	P	P		P	
Service	Exterminators							SP	S		2451
Service	Food Service Establishment Without Cover Charge 3 or More Days Per Week (With or Without Accessory Live Entertainment)		P	P	P	P	P	PPP		P	2150
Service	Food Service Establishment With Cover Charge 3 or More Days Per Week (With or Without Accessory Live Entertainment)					S	P			P	2150
Service	Food, Mobile Food Court (subject to 35-399						P	P	SP	S	2550
Service	Food, Mobile Vending (Base Operations)							PPP	S		
Service	Funeral Home Or Undertaking Parlor						P	PP	S		6710
Service	Furniture Repair/Upholstering			P	P	P	P	PP	S		2121
Service	Gasoline Filling Station (Without Repair Or Carwash)						P	P	SPPP	NA	2116
Service	Gasoline Filling Station (With Repair)						P		PPP	NA	
Service	Gasoline Filling Station (With Repair And/Or Carwash)					S	P	SPPP	NA		
Service	Gasoline Filling Station - Fleet					S		PPP	NA		
Service	Group Day Care Limited To 12 Individuals	P	P	P	P	P	P	PP		P	6562
Service	Gunsmith						P	P	PP	S	2134
Service	Hotel					S	P	PP		P	
Service	Hotel taller than 35 feet when unable to achieve additional						S	P		P	6500

[illegible]

Service	Temporary Common Worker Employer						S	P	P	P	
Service	Transitional Home						S	S	S	S	P
Service	Tree Cut And Trim Service						S	P	P	P	2000
Service	Watch Repair		P	P	P	P	P	P	P	P	2140
Social	Club - Private						S	P	P	P	9900
Social	Clubhouse - Private Including Lodges And Meeting Halls				P	P	P	P	P	P	9900
Storage	Carting, Crating, Hauling, Storage								P	P	3600
Storage	Cold Storage								P	P	3600
Storage	Fur Dyeing, Finishing And Storing							S	P	P	3600
Storage	Moving Company								P	P	4140
Storage	Pipe Storage								P	P	
Storage	Self Service Storage							P	P	P	
Storage	Storage, Climate Controlled	S	S				P	P	P	P	
Storage	Storage, Moving Pod (see definition in Appendix A)	P	P	P	P	P	P	P	P	P	
Storage	Storage-Outside (Screening From Public ROWs And Adjacent Property Required)						S	S	S	P	
Storage	Storage - Outside (Open With No Screening Required)							S	S	P	
Storage	Storage - Outside (Under Roof and Screened)							P	P	S	9900
Storage	Storage Shipping Container (see definition in Appendix A. Requires registration affidavit with Development Services Dept.)	S	S	S	S	S	S	S	P	P	
Transportation	Airport - Non-Governmental								S	S	4113
Transportation	Bus Shelter (Max size 6'x13')	P	P	P	P	P	P	P	P	P	
Transportation	Bus Stop	P	P	P	P	P	P	P	P	P	
Transportation	Freight Depot								S	P	4140
Transportation	Heliport (see also Chapter 3 City Code)		S					S	S	S	4110
Transportation	Helistop (see also Chapter 3 City Code)		S			S	S	S	S	P	4110
Transportation	Passenger Depot						S	S	P	P	4120
Transportation	Transit Bus Maintenance Facility								S	P	NA
Transportation	Transit Bus Storage Facility								S	P	NA
Transportation	Transit Center	P	P	P	P	P	P	P	P	P	4133
Transportation	Transit Park & Ride	S	S	P	P	P	P	P	P	P	4133
Transportation	Transit Station	S	S	S	S	S	S	S	S	S	4133
Transportation	Transit Transfer Center (Max Size 14'x33' and total footprint no larger than 30'x40')	P	P	P	P	P	P	P	P	P	4133
Utilities	Radio Or Television Station Without Transmission Tower						S	S	S	S	4231
Utilities	Small Wind Energy Systems, subject to § 35-398(a)	S	P	S	S	S	P	P	P	P	
Utilities	Solar Farm, Photovoltaic, subject to § 35-398(b)	S	S	S	S	S	S	S	P	P	
Utilities	Telephone Equipment Infrastructure	S	S	S	S	S	S	S	P	P	4234
Utilities	Wireless Communication System, subject to § 35-385(e)	P	P	P	P	P	P	P	P	P	4233
Utilities	Wireless Communication System, subject to § 35-385(d)	S	S	S	S	S	S	S	S	S	4233
Utility	Sanitary Landfill, Solid Waste Facility								S	NA	4345
Warehouse	Office Warehouse (Flex Space) - Outside Storage Not Permitted						P	P	P	P	3600
Warehousing	Warehousing							S	P	P	3600
Wholesale	Bakery - Wholesale							S	P	P	3520
Wholesale	Barber And Beauty Equipment - Wholesale						P	P	P	P	3510
Wholesale	Camera, Photographic Equipment And Supplies - Wholesale						S	P	P	P	3510
Wholesale	Dairy Equipment Sales - Wholesale							P	P	P	3510
Wholesale	Dairy Products - Wholesale							P	P	P	3520
Wholesale	Drug Sales - Wholesale							P	P	P	3520
Wholesale	Fish Market - Wholesale							P	P	P	3520
Wholesale	Florist - Wholesale						P	P	P	P	3520
Wholesale	Food Products - Wholesale And Storage							P	P	P	3520
Wholesale	Fruit And Produce - Wholesale							S	P	P	3520
Wholesale	Furniture Sales - Wholesale						P	P	P	P	3510
Wholesale	Glass - Wholesale							P	P	P	2120
Wholesale	Grocery - Wholesale							P	P	P	3520
Wholesale	Hardware Sales - Wholesale							P	P	P	3510

Wholesale	Office Equipment And Supply - Wholesale (Incidental To Other Onsite Retail Items In "D")							P	P	P	P	P	3520
Wholesale	Paper Supplies - Wholesale (Incidental To Onsite Retail Items In "C-3" And "D")							P	P	P	P	P	3520
Wholesale	Nursery - Plant Wholesale Onsite Growing Permitted							P	P			S	9140
Wholesale	Plumbing Fixtures - Wholesale							S	S	P	P	P	3510
Wholesale	Shoe - Wholesale No Manufacturing							P	P	P		P	3520
Wholesale	Sporting Goods - Wholesale (Incidental To Onsite Retail Items In "D")								P	P	P	P	3510
Wholesale	Stone Monument - Retail And Wholesale									P	P	P	2130
Wholesale	Tamale - Preparation Wholesale (Less Than 2,000 Square Foot In "C-1" And C-2)						S	S	P	P	P	P	3520

RECORDER'S MEMORANDUM
 AT THE TIME OF RECORDATION, THIS
 INSTRUMENT WAS FOUND TO BE INADEQUATE
 FOR THE BEST PHOTOGRAPHIC REPRODUCTION
 BECAUSE OF ILLEGIBILITY, CARBON OR
 PHOTO COPY, DISCOLORED PAPER ETC.

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:

OCT 03 2012



Gerard C. Rickhoff
 COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120194184 Fees: \$160.00
 10/03/2012 4:50PM # Pages 37
 Filed & Recorded in the Official
 Public Records of BEXAR COUNTY
 GERARD C. RICKHOFF COUNTY CLERK