

AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS

FOR C2 ZONING

(DOMINION CREEK)

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS (DOMINION CREEK) (this "*Declaration*") is made this 18th day of June 2013, by Dominion Creek, LLC, a Texas limited liability company ("*Owner*") and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the "*Association*").

RECITALS:

A. Kirk K. Colyer executed that certain Declaration of Protective Covenants for C1 Zoning (Kirk K. Colyer Tract) recorded as Document No. 20040264965 in the Official Public Records of Bexar County, Texas (the "*Colyer Declaration*"), for the purpose of creating certain land use restrictions encumbering the 5.513 acre tract of land located at 24165 West IH-10, in the City of San Antonio, Bexar County, Texas, described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "*Property*") for the benefit of the present and future owners of the Property and the Dominion PUD.

B. Owner is currently the owner of fee simple title to the Property.

C. Owner submitted a zoning application to the City of San Antonio's Development Services Department formally referenced as Zoning Case Number Z2012-137. Pursuant to Zoning Case Number Z2012-137, Owner has requested rezoning of the Property from "C-1 GC-1 MSAO-1" to "C-2 GC-1 MSAO-1."

D. Owner has submitted a plan amendment to the City of San Antonio's Development Services Department formally referenced as Plan Amendment Case Number 12053. Pursuant to Plan Amendment Case Number 12053, Owner has a requested a plan amendment for the Property from "Rural Estate" to "Suburban."

E. Owner has requested support from the Association for the above referenced request for "C2 GC-1 MSAO-1" zoning and "Suburban" plan amendment requests.

F. The Association has consented to the request for the above-referenced rezoning and plan amendment as consideration for this Declaration, and agrees to support, and not to oppose, the same when such request is heard by the City of San Antonio's Zoning Commission, Planning Commission, and the City Council.

G. Owner wishes to modify the permitted uses on the Property from certain "C-1 GC-1 MSAO-1" uses to certain "C-2 GC-1 MSAO-1" uses as hereinafter defined, and the Association has supported and will continue to support such modification.

H. Owner desires to amend and restate the Colyer Declaration on the terms and conditions hereinafter set forth, and accordingly, this Declaration shall supersede in its entirety the Colyer Declaration; and

I. The amendments and restatements set forth in this Declaration have been approved by the Association, and the Association has joined in this 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 Owner and the Association as follows:

ARTICLE I DECLARATION AND INTERPRETATION

1.1 Declaration. Owner hereby declares: (i) that all of the Property 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 Property and shall be binding on all parties having any right, title, or interest in or to the Property 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 Property 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.

1.2 Defined Terms. Capitalized terms used but not defined herein shall have the definition set forth in the 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*").

1.3 Application of Umbrella Declaration. The Umbrella Declaration (as modified from time to time) and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Property, whether or not the "Declarant" (as such term is defined in the Umbrella Declaration) complied with the provisions of Article I, Section 3 of the Umbrella

Declaration by recording of an annexation certificate annexing the Property into the Umbrella Declaration.

ARTICLE II LAND USE RESTRICTIONS

2.1 Permitted Land Use. Only those uses expressly permitted under "C-2" 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 Declaration are allowed on the Property, except for any land uses which are expressly prohibited by this Declaration. A copy of the C-2 Table is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes.

2.2 Prohibited Land Uses on the Property. The Property may not be used for the following purposes or activities:

- a. Dwelling – Attached Apartments with Maximum Density of 6 Dwellings Per Gross Acre;
- b. Recreational Facility – Public Neighborhood;
- c. Cemetery – Pets (Limited to Small Animals)
- d. Small Animal Hospital – Outside Runs Are Permitted
- e. Carwash – Automatic Self Service Drive-Thru
- f. Carwash – Self Service
- g. Housing – Boarding House
- h. Artificial Limb Assembly
- i. Pawn Shop
- j. Club – Private
- k. Clubhouse – Private Including Lodges and Meeting Halls
- l. Helistop
- m. Radio or Television Station with transmission tower
- n. Portable Building Sales
- o. Cemetery or Mausoleum
- p. Medical – Hospital or Sanitarium
- q. Palm Reading
- r. Theater – Indoor with 2 or Less Screens or Stages;
- s. Video Games – Coin or Token Operated.
- t. 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.
- u. Auto – Glass Tinting
- v. Auto and Light Truck – Oil, Lube and Tune Up
- w. Auto – Rental (Pick Up and Drop Off)
- x. Auto Alarm and Radio – Retail (Sales And Installation as a Primary Use)
- y. Auto Parts Retail – No Outside Storage
- z. Auto State Vehicle Inspection Station
- aa. Bed and Breakfast

- bb. Bar and/or Tavern
- cc. Gasoline Filing Station
- dd. Climate Controlled Storage (said prohibition not to be construed as prohibiting storage used in conjunction with other permitted uses)
- ee. Storage, Moving Pod
- ff. Bus Shelter
- gg. Bus Stop
- hh. Transit Center
- ii. Transit Park & Ride
- jj. Transit Station
- kk. Transit Transfer Center
- ll. Telephone Equipment Infrastructure;

The above terms shall be defined by the Unified Development Code of the City of San Antonio as of the Effective Date unless otherwise noted.

ARTICLE III ARCHITECTURAL REVIEW AND APPROVAL

3.1 Architectural Control by the Association. Notwithstanding any provision in the Umbrella Declaration to the contrary, the procedures for plan review and approval set forth in this Declaration shall control with respect to the review and approval of proposed Improvements on the Property. No Improvement, or any addition, alteration, installation, modification, redecoration, or reconstruction thereof may occur on any portion of the Property unless approved in advance by the ACC and/or the Development Committee, as applicable.

3.2 Architectural Approval. Construction plans and specifications or, when an Owner desires to plat, re-subdivide or consolidate a portion of the Property, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the ACC Review Requirements as set forth in The Dominion Community Manual recorded as Document No. 20110225839 of the Official Public Records of Bexar County Texas (hereinafter the "Community Manual"), any additional rules adopted by the ACC and/or Development Committee together with a review fee, as is contemplated by the Community Manual, and the requirements set forth herein. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any portion of the Property, until such plat and/or plans and specifications have been approved in writing by the ACC and/or Development Committee, as applicable. The ACC and/or Development Committee may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC and/or Development Committee or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC and/or Development Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC and/or Development Committee, as applicable, in its sole discretion, may require. The ACC and/or Development Committee may refuse to approve plans and specifications for proposed

Improvements, or for the plat, re-subdivision or consolidation of any portion of the Property on any grounds that, in the sole and absolute discretion of the ACC and/or Development Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

- (a) Submission and Approval of Site Layout Related Plans and Specifications. First, site layout related plans including but not limited to site plans, vertical elevations, building layout plans, landscaping plans and any other plans and or specifications related to the overall layout and design of the proposed Improvements together with the review fee which is imposed pursuant to the Community Manual, must be submitted to the Development Committee for review and approval prior to the clearing of any portion of the Property, or the construction of any Improvements thereon. A review fee will be charged by the ACC and/or Development Committee and such fee may be greater than the fee charged for the review and approval of a residential home. Such review fee shall only be charged for the initial submittal of plans for the proposed Improvement; no review fee shall be charged for resubmittals or additional review of plans for the same Improvement.
- (b) Submission and Approval of Detailed Plans and Specification. Next, detailed building plans, landscaping plans, elevations, irrigation, signage and other plans as requested by the ACC, together with the review fee which is imposed pursuant to the Community Manual, must be submitted to the ACC for review and approval. A review fee will be charged by the ACC and/or Development Committee and such fee may be greater than the fee charged for the review and approval of a residential home. Such review fee shall only be charged for the initial submittal of plans for the proposed Improvement; no review fee shall be charged for resubmittals or additional review of plans for the same Improvement.
- (c) Failure to Act. In the event that any plans and specifications are submitted to the Development Committee or ACC as provided herein, and the Development Committee or the ACC fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved. If such submission is deemed disapproved pursuant to this paragraph, plans and specifications may be resubmitted for review within one hundred and eighty (180) days after disapproval and the ACC or Development Committee may not charge a new review fee.
- (d) Duration of Approval. The approval of the Development Committee or ACC of any final plans and specifications, and any variances granted by the ACC will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, plans and specifications must be resubmitted to the Development Committee or ACC, as applicable, and the Development Committee and/or ACC will have the authority to re-evaluate such plans and specifications in accordance with this provision and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

- (e) No Waiver of Future Approvals. The approval of the Development Committee and/or the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Development Committee and/or ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Development Committee or ACC.
- (f) Non-Liability of Development Committee and ACC. **THE DEVELOPMENT COMMITTEE NOR ACC WILL NOT BE LIABLE TO ANY PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE DEVELOPMENT COMMITTEE'S OR ACC'S DUTIES UNDER THIS DECLARATION**
- (g) Limits on Liability. The Development Committee and the ACC, as applicable have sole discretion with respect to taste, design, and all standards specified by this Article. The members of the Development Committee and ACC have no liability for the Development Committee or ACC's decisions made in good faith, and which are not arbitrary or capricious. Neither the Development Committee nor the ACC are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Development Committee and/or ACC; (ii) supervising construction for compliance with approved plans and specifications; or (iii) the compliance of the plans and specifications with governmental codes and ordinances, state and federal laws.

ARTICLE IV MISCELLANEOUS

4.1 Integration. This Declaration constitutes the entire and final expression of the agreement of the parties hereto regarding the subject matter of this 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.

4.2 Binding Effect. This Declaration shall be binding upon and inure to the benefit of Owner and the Association and their respective successors and assigns.

4.3 Term. This 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 Declaration is modified, amended, canceled or terminated as herein provided.

4.4 Declaration and Termination. The provisions of this Declaration may be amended or terminated, in whole or in part, from time to time, and at any time, by written instrument signed by the Owner of the Property 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 Declaration or any termination under this Section 4.4 shall be effective when recorded in Bexar County, Texas.

4.5 Covenants Running With the Land. It is understood and agreed that the provisions of this 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.

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

4.7 Terminology. Words of any gender used in this 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 Declaration shall refer to the entire Declaration and not to any particular provision or section.

4.8 Severability. If any one or more of the provisions of this 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 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 Declaration are and shall be severable.

4.9 Counterpart Execution. This 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.

4.10 Construction of Declaration. The terms and provisions of this 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 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 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 Declaration shall be interpreted or construed against the party whose attorney prepared this Declaration or any earlier draft hereof.

4.11 Litigation. Any other provision hereof to the contrary notwithstanding, in the event of litigation between the parties with respect to the Declaration, the performance of the obligations hereunder or the effect of a termination under this 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.

4.12 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this 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.

4.13 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.

4.14 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 Declaration; including, without limitation, such amendments of this Declaration as may be reasonably requested by any party in connection with the sale or encumbrance of the Property 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.

4.15 No Third Party Beneficiaries. Nothing in this 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 Declaration, this 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.

4.16 Time. Time is of the essence with respect to each and every covenant, agreement and obligation of the parties set forth in this Declaration.

4.17 Negation of Partnership. None of the terms or provisions of 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.

4.18 Consents. Wherever in this 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.

OWNER:

Dominion Creek, LLC, a Texas limited liability company

By: 

Name: Jaden F. Newman

Title: Manager - PLN Capital Group, LLC
Manager

STATE OF TEXAS

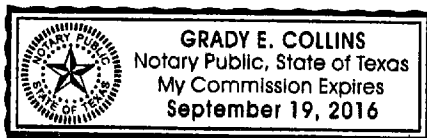
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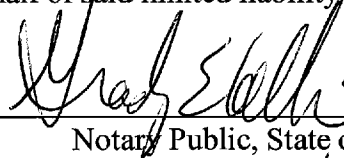
COUNTY OF ~~BEXAR~~ Travis

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ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 18TH day of June, 2013, by Jaden F. Newman the Manager - PLN Capital Group, LLC of Dominion Creek, LLC, a Texas limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

Grady E. Collins

(Name - Typed or Printed)

9/19/16

(Date Commission Expires)

ASSOCIATION:

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

By: [Signature]

Name: ROB M-DANIEL

Title: GENERAL MANAGER

STATE OF TEXAS §

COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 21st day
of June, 2013, by Rob McDaniel, the General Manager of The
Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.

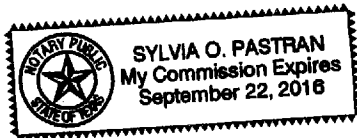
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[Signature]
Notary Public, State of Texas

Sylvia O. Pastran
(Name - Typed or Printed)

9-22-16

(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 THE PROPERTY

EXHIBIT 'A'

FIELD NOTES for 5.513 acres of land, more or less, being out of the Manuel Tarin Survey No. 25, Abstract No. 742, County Block 4754, Bexar County, Texas and being the same property described in deed recorded in Volume 3828, Page 133 of the Real Property Records of Bexar County, Texas. Said 5.513 acres being more particularly described as follows:

BEGINNING: At a found boat spike on the northeast right-of-way line of the Southern Pacific Railroad right-of-way, said POINT OF BEGINNING having South Central Zone State Plane Coordinates of N 13787550.18, E 2087227.68 (N.A.D. 1983);

THENCE: Departing said right-of-way line, N 89° 56' 35" E 68.75 feet to a found 1/2" I.P. with red cap stamped 00;

THENCE: N 89° 02' 42" E, 36.29 feet to a set 1/2" iron pin on the west bank of Leon Creek.

THENCE: Generally along the west bank of Leon Creek the following:

S 21° 01' 24" E, 206.02 feet to a found 2" pipe;
S 24° 27' 17" E, 377.50 feet to a set 1/2" iron pin;
S 31° 42' 42" E, 150.36 feet to a found 2" pipe;
S 31° 57' 34" E, 245.06 feet to a found 1/2" iron pin with a yellow plastic cap stamped Pope Dawson;
S 09° 17' 44" E, 158.50 feet to a found 1/2" iron pin with a yellow plastic cap stamped Pope-Dawson; and
S 02° 07' 52" E, 254.95 feet to a found 1/2" iron pin with a yellow plastic cap stamped Pope-Dawson;

THENCE: Departing said west bank, S 71° 19' 42" W, 164.28 feet to a found 1/2" iron pin with yellow plastic cap stamped Pope-Dawson on the northeast right-of-way line of the Southern Pacific Railroad;

THENCE: Along said railroad right-of-way N 17° 35' 03" W, 1401.58 feet to the POINT OF BEGINNING and containing 5.513 acres of land, more or less.

NOTE: Bearings and coordinates are based on the Texas State Plane Coordinate System South Central Zone, North American Datum 1983. Coordinates were established by Global Positioning System based on Triangulation Station Lockhill 2, N 13750260.53, E 2099442.40 1965 and combined scale factor of 0.99982750. Distances shown are based on horizontal and do not contain combined scale factor.

EXHIBIT "B"

TABLE 311-1

[TO BE ATTACHED]

TABLE 311-2 NONRESIDENTIAL USE MATRIX

| | PERMITTED USE | O-1 & O - 1.5 | O - 2* | NC | C - 1 | C - 2 | C - 3 | D | L | I - 1 | I - 2 | ERZD | (LBCS Function) |
|-----------|--|------------------------|--------------|----|-------------|-------------|-------------|---|---|-------------|-------------|------|--------------------|
| Alcohol | Alcohol - Bar And/Or Tavern Without Cover Charge 3 or More Days Per Week | | | S | S | S | P | P | P | | | 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 | P | P | | | | 2540 |
| Alcohol | Alcohol - Nightclub With Cover Charge 3 or More Days Per Week | | | | | | S | P | | | | | 2540 |
| Alcohol | Alcohol - Beverage Manufacture Or Brewery - Alcohol | | | | | | | | | | P | NA | 3110 |
| Alcohol | Alcohol - Distillation, Storage | | | | | | | | | P | P | NA | 3110 |
| Alcohol | Alcohol - Microbrewery | | | | | | P | P | P | P | | S | 3110 |
| Alcohol | Alcohol - Beverage Retail Sales (Liquor Store) | | | | | P | P | P | | | | P | 2150 |
| Alcohol | Alcohol - Wine Boutique | | | | | P | P | 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 | | | | | | | | S | S | | S | 5130 |
| Amusement | Billiard Or Pool Hall - No Alcohol In "C-2" | | | | | P | P | P | | | | P | 5380 |
| Amusement | Bingo Parlor | | | | | S | P | | | | | P | 5300 |
| Amusement | Carnival And/Or Circus - Circus (more than 2 weeks, time limit set by city council on individual case consideration) | | | | | | S | S | S | | | S | 5300 |
| Amusement | Dance Hall | | | | | | P | P | | | | P | 5110 |
| Amusement | Fairground And/Or Stadium | | | | | | | S | S | S | | S | 5300 |
| Amusement | Go-Cart Track | | | | | | S | | P | | | S | 5300 |
| Amusement | Laser Hide And Seek Games - Indoors | | | | | P | P | P | | | | P | 5300 |
| Amusement | Laser Hide And Seek Games - Outdoors Permitted | | | | | | S | | P | | | P | 5300 |
| Amusement | Miniature Golf | | | | | P | P | S | | | | P | 5340 |
| Amusement | Museum - public or private | P | P | P | P | P | P | P | P | P | | P | 5200 |
| 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 | | | | P | |
| Amusement | Theater - Outdoor Including Drive-In And Amphitheaters | | | | | | | | P | | | P | 5110 |
| Amusement | Video Games - Coin Or Token Operated | | | S | P | P | P | P | | | | P | 5320 |
| Animal | Animal Clinic | | | P | P | P | P | P | P | | | S | 2418 |
| Animal | Animal and pet services (no outdoor training, boarding, runs, pens or paddocks) | | | P | P | P | P | P | P | | | P | 2720 |
| Animal | Animal and pet services (outdoor training, boarding, runs, pens or paddocks permitted) | | | | | | | | P | P | | S | 2720 |
| Animal | Animal - Equestrian Center and Riding Trails (see also <u>35-348</u>) | | | | | | S | | S | | | S | |
| Animal | Animal - Pound Or Shelter | | | | | | | | P | P | | S | |
| Animal | Breeder - Small Animal Only | | | | | | | | S | P | | NA | |
| Animal | Cemetery - Pets (Limited To Small Animals) | | | | | P | P | | P | | | S | 6730 |
| Animal | Stockyard | | | | | | | | | | S | NA | 9300 |
| Animal | Veterinary Hospital - Large And Small Animal | | | | | | | | | P | | S | 2418 |
| Animal | Veterinary Hospital - Small Animal | | | | | | | | P | P | | S | 2418 |
| Auto | Auto and Light Truck Repair (includes motorized vehicles such as motorcycles and all-terrain vehicles) | | | | | | P | | P | | | NA | 2110 |
| Auto | Truck And Heavy Equipment - Auction | | | | | | | | | P | | S | |
| Auto | Ambulance Service | | | | | | S | P | P | | | P | 4150 |
| Auto | Auto - Glass Tinting | | | | | P | P | | P | | | P | 2115 |
| Auto | Auto - Manufacture | | | | | | | | | | P | NA | 3770 |
| Auto | Auto And Light Truck - Oil, Lube And Tune Up | | | | | P | P | | P | | | NA | 2110 |
| Auto | Auto And Light Truck Auction | | | | | | | | S | P | | P | 2110 |
| Auto | Auto And Light Truck Repair | | | | | | P | | P | | | NA | |
| Auto | Motor Vehicle Sales (full service) | | | | | | P | | P | | | NA | |
| Auto | Motor Vehicle Sales | | | | | | P | | P | | | S | 2110 |
| Auto | Auto - Rental | | | | | | P | | P | P | P | NA | |
| Auto | Auto - Rental (Pick Up And Drop Off Only in "C-2", "D" and "ERZD") | | | | | P | P | P | P | P | | P | |
| Auto | Auto Alarm And Radio - Retail (Install. Incidental To Sales In "C-2") | | | | | P | P | | | | | P | 2115 |
| Auto | Auto Alarm And Radio - Retail (Sales And Installation As A Primary Use) | | | | | | S | | P | | | P | |
| Auto | Auto Glass Sales - Installation Permitted | | | | | | P | | P | P | | P | 2110 |
| Auto | Auto Muffler - Installation And Sales Only | | | | | | P | | P | P | | S | 2115 |

| | | | | | | | | | | | | | | |
|-----------------------|---|---|---|---|---|---|---|---|---|---|---|---|----|------|
| Auto | Auto Paint And Body - Repair With Outside Storage Of Vehicles And Parts Permitted But Totally Screened From View Of Adjacent Property Owners And Public Roadways | | | | | | | S | | P | P | | NA | |
| Auto | Auto Parts Retail - No Outside Storage In "C-2" | | | | | | | P | P | | P | | P | 2115 |
| Auto | Auto State Vehicle Inspection Station | | | | | | | P | P | P | P | P | P | 2100 |
| Auto | Auto Upholstery - Sales And Installation Completely Enclosed | | | | | | | P | | P | | | P | 2100 |
| Auto | Carwash - see supplemental use regulations | | | | | | | S | P | | P | S | S | 2110 |
| Auto | Limousine Service - Dispatch And Office Use Only No Servicing Of Vehicles Onsite | | | | | | | P | P | P | P | P | S | 4155 |
| Auto | Parking And Transient Vehicle Storage - Related To A Delivery (Auto, Truck, Trailer And Marine)(Each Vehicle Limited To 24 Hours Maximum Parking Time Within Any 48 Hour Period In "C3", "D" And "L") | | | | | | | S | S | P | P | P | S | 9900 |
| Auto | Parking And/Or Storage - Long Term | | | | | | | | | | P | P | P | NA |
| Auto | Parking Lot - Commercial, Subject to <u>35-384</u> (b) (Parking Lots Requiring Demolition of Dwelling Units) and (d) (Surface Parking Design Standards) | S | P | S | S | P | P | P | P | P | P | P | NA | 2110 |
| Auto | Parking Lot - Noncommercial, Subject to <u>35-384(b)</u> (Parking Lots Requiring Demolition of Dwelling Units) | P | P | | S | P | P | P | P | P | P | P | S | 2100 |
| Auto | Parking Garage - Commercial or Noncommercial, Subject to <u>35-384(c)</u> (Parking Structure Design Standards) | S | P | | | P | P | P | P | P | P | P | S | |
| Auto | Taxi Service - Parking And Dispatch (No Washing Or Mechanical Service Permitted) | | | | | | | P | P | P | P | | S | 4155 |
| Auto | Taxi Service - Parking And Dispatch (Washing Or Mechanical Service Permitted) | | | | | | | | | P | P | | S | |
| Auto | Tire Repair - Auto And Small Truck (Sale And Installation Only, No Mechanical Service Permitted) | | | | | P | P | S | P | | | | S | 2100 |
| Auto | Truck Repair And Maintenance | | | | | | | S | | S | P | P | NA | 2000 |
| Auto | Truck Stop Or Laundry - Full Mechanical Service And Repair Permitted | | | | | | | | | | P | P | NA | |
| Auto | Truck Stop Or Laundry - Tire Repair Permitted | | | | | | | | | S | P | P | S | 2000 |
| Auto | Vehicle Storage - See "Auto Parking And/Or Storage Long Term" | - | - | - | - | - | - | - | - | - | - | - | - | 2110 |
| Auto | Wrecker Service | | | | | | | | | P | P | | NA | 2100 |
| Beverage | Beverage Manufacture - Non-Alcohol | | | | | | | | | | P | | S | |
| Church Temple, Mosque | Church Temple, Mosque (facilities that are for worship or study of religion) | P | P | P | P | P | P | P | P | P | P | P | P | 6600 |
| Dry Goods - Wholesale | Dry Goods - Wholesale | | | | | | | S | P | P | | | P | 3510 |
| Dwelling | Dwelling - 1 Family (Single-family) | | | | | | | | | P | | | P | 1100 |

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|------------|---|---|---|---|---|---|---|---|---|---|---|---|----|------|
| Dwelling | Dwelling - 1 Family Attached (townhome), see <u>35-373</u> | | | | | | | | P | | | | P | 1100 |
| Dwelling | Dwelling - Attached Apartments/Condominiums With Maximum Density Of 6 Dwellings Per Gross Acre, see also <u>35-381</u> | | | P | P | P | | P | | | | | P | |
| Dwelling | Dwelling - Attached Apartments/Condominiums With Maximum Density Of 10 Dwellings Per Gross Acre, see also <u>35-381</u> | | | | | P | | P | | | | | P | |
| Dwelling | Dwelling - Attached Apartments/Condominiums With Maximum Density Of 20 Dwellings Per Gross Acre, see also <u>35-381</u> | | | | | | | P | | | | | P | |
| Dwelling | Dwelling - Attached Apartments/Condominiums | | | | | | | P | | | | | | |
| Dwelling | Live-Work Units, subject to <u>35-381</u> | | | P | P | P | | P | | | | | P | |
| Dwelling | Loft (see definition of Dwelling, Loft <u>35-A101</u>) | S | S | | P | P | P | P | S | S | | | | |
| Dwelling | Housing (Temporary Or Permanent) For On-Premises Caretaker | | | S | P | P | P | P | P | P | P | P | P | |
| Government | Armory | | | | | | | S | S | S | S | S | S | 6300 |
| Government | Correction Institution | | | | | | | S | S | S | S | | P | 6222 |
| Housing | Bed and Breakfast, Boarding Home, Hotel (see Service Category) | | | | | | | | | | | | | |
| Industrial | Batching Plant | | | | | | | | | | P | P | S | |
| Industrial | Batching Plant - Temporary In "C-3" And "L" (6 Months Maximum) | | | | | | | S | S | S | P | P | S | 3330 |
| Industrial | Bookbinder | | | | | | | P | | P | P | | P | 2135 |
| Industrial | Cabinet Or Carpenter Shop | | | | | | | S | | P | P | | S | 3210 |
| Industrial | Can Recycle Collection Station - No Shredding | | | | | | | S | | P | P | P | P | 3600 |
| Industrial | Coffee Roasting | | | | | | | | | | P | P | P | 3110 |
| Industrial | Construction Contractor Facility - screening required for outdoor storage from public ROWs and adjacent property except in "I-2" (see also Service category, construction trades contractors) | | | | | | | S | | S | P | P | S | 7100 |
| Industrial | Creamery | | | | | | | | | | S | P | S | 3110 |
| Industrial | Dry Cleaning - Plant | | | | | | | P | | P | P | P | NA | 2600 |
| Industrial | Electronic Component - Fabrication | | | | | | | | | | P | P | S | 3360 |
| Industrial | Laundry - Plant | | | | | | | P | | P | P | | S | 2600 |
| Industrial | Lumber Yard And Building Materials | | | | | | | S | | P | P | P | S | 2126 |
| Industrial | Machine Shop | | | | | | | S | | P | P | P | S | 7200 |
| Industrial | Pecan Shelling | | | | | | | | | S | P | P | P | 3110 |
| Industrial | Printer - Large Scale | | | | | | | S | | P | P | | S | 2400 |
| Industrial | Rock Crusher | | | | | | | | | | S | P | S | 2120 |
| Industrial | Rug Cleaning | | | | | | | | | P | P | P | S | 2120 |

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| Industrial | Water Well Drilling Contractor | | | | | | | | S | P | S | 7230 |
| Industrial | Welding Shop - Limited To Three Employees And Screening Of Outside Storage In "C-3" | | | | | | S | | S | P | P | 2100 |
| Manufacturing | Abrasive - Manufacturing | | | | | | | | | P | P | 2610 |
| Manufacturing | Acetylene Gas - Manufacturing And Storage | | | | | | | | | P | S | 2613 |
| Manufacturing | Air Products - Manufacturing | | | | | | | | S | P | S | 3400 |
| Manufacturing | Artificial Limb Assembly | | | | | P | P | S | P | P | P | 3400 |
| Manufacturing | Asbestos Products - Manufacturing | | | | | | | | | P | NA | 3330 |
| Manufacturing | Asphalt Products - Manufacturing | | | | | | | | | P | NA | 3330 |
| Manufacturing | Bag Cleaning | | | | | | | | | P | P | 2100 |
| Manufacturing | Battery - Manufacturing | | | | | | | | | P | NA | 3360 |
| Manufacturing | Beverage - Manufacturing Or Processing | | | | | | | | S | P | S | 3110 |
| Manufacturing | Biomedical Products - Manufacturing | | | | | | | | | S | NA | 3000 |
| Manufacturing | Boat And Marine - Manufacturing | | | | | | | | | P | S | 2600 |
| Manufacturing | Boiler And Tank Works | | | | | | | | | P | S | 3350 |
| Manufacturing | Broom, Brush - Manufacturing | | | | | | | | P | P | S | 3400 |
| Manufacturing | Building Specialties - Wholesale Outside Storage Permitted | | | | | | | | S | P | S | 3510 |
| Manufacturing | Bulk Plant Or Terminal (Includes Bulk Storage of Petro Chemicals) | | | | | | | | | S | | |
| Manufacturing | Can Manufacture | | | | | | | | | P | NA | |
| Manufacturing | Candle - Manufacturing | | | | | | | | S | P | S | 3400 |
| Manufacturing | Candy - Manufacturing | | | | | | | | S | P | S | 3110 |
| Manufacturing | Canvas Products - Manufacturing | | | | | | | | S | P | P | 3400 |
| Manufacturing | Chemical - Manufacturing Or Processing | | | | | | | | S | S | NA | 3320 |
| Manufacturing | Chemical/Drug - Wholesale And Storage | | | | | | | | P | P | NA | 3600 |
| Manufacturing | Clothing Manufacture - Chemical Process | | | | | | | | | P | NA | 3130 |
| Manufacturing | Clothing Manufacture - Non-Chemical Process | | | | | | | | P | P | P | 3130 |
| Manufacturing | Concrete Products - Manufacturing | | | | | | | | S | P | S | 3330 |
| Manufacturing | Cotton Compress, Ginning And Bailing | | | | | | | | | P | NA | 9510 |
| Manufacturing | Drug - Manufacturing | | | | | | | | | P | P | 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 | 3320 |
| Manufacturing | Ice Cream - Manufacturing | | | | | | | | P | P | P | 3110 |

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| 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 | | | | | | | | | P | P | P | 3340 |
| Manufacturing | Metal Forging Or Rolling Mill | | | | | | | | | | S | NA | 3340 |
| Manufacturing | Metal Products - Fabrication | | | | | | | | | | S | P | 2140 |
| Manufacturing | Millinery - Manufacturing | | | | | | | | | P | P | P | 3400 |
| Manufacturing | Millwork And Wood Products - Manufacturing | | | | | | | | | | S | P | 3210 |
| Manufacturing | Moving And Transfer Company - With Trucks Attached To Trailers For A Total Exceeding 24 Feet In Length | | | | | | | | | P | P | P | 4141 |
| Manufacturing | Novelty And Souvenir - Manufacture | | | | | | | | | S | P | P | 3400 |
| Manufacturing | Nuclear Or Radioactive Instrumentation - Manufacturing | | | | | | | | | | S | S | 3360 |
| Manufacturing | Office Equipment, Furniture - Manufacture | | | | | | | | | P | P | P | 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 | 3220 |
| Manufacturing | Playground Equipment - Manufacturing | | | | | | | | | P | P | P | 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 | 3000 |
| Manufacturing | Refrigeration Equipment - Manufacturing | | | | | | | | | | S | P | 3360 |
| Manufacturing | Rendering Plant | | | | | | | | | | S | NA | 9200 |
| Manufacturing | Sand Or Gravel - Storage And Sales | | | | | | | | | | P | P | 8000 |
| Manufacturing | Shoe - Manufacturing | | | | | | | | | S | P | P | 3140 |
| Manufacturing | Shoe - Wholesale (Manufacturing Permitted) | | | | | | | | | S | P | S | |
| Manufacturing | Shoe Polish - Manufacturing | | | | | | | | | | P | NA | 3320 |
| Manufacturing | Sign Manufacture | | | | | | | | | S | P | P | 3440 |
| Manufacturing | Stone Curing, Monument - Manufacturing | | | | | | | | | | 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 |

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|---------------|--|---|---|---|---|---|---|---|---|---|---|---|----|------|
| 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 | P | 2100 |
| Manufacturing | Vulcanizing, Recapping | | | | | | | | | | | S | P | 3320 |
| Manufacturing | Water Distillation | | | | | | | | | | | S | P | 3110 |
| Manufacturing | Wire Products - Manufacturing | | | | | | | | | | | P | P | 3400 |
| Manufacturing | Wood Processing By Creosoting Or Other Preserving Treatment | | | | | | | | | | | P | NA | 3210 |
| Manufacturing | Wool Pulling And Scouring | | | | | | | | | | | P | NA | 3000 |
| Medical | Medical - Surgical Supplies Wholesale | | | | | | P | S | P | P | | P | | 3510 |
| Processing | Cosmetics - Manufacturing Or Processing | | | | | | | | | | | P | | 2600 |
| Processing | Food And Food Products - Processing | | | | | | | | S | P | P | S | | 3110 |
| Processing | Punch Concentrate - Processing And Mixing | | | | | | | | S | P | P | P | | 3110 |
| Processing | Punch Concentrate Products - Mixing Only | | | | | S | P | | P | P | P | P | | 3110 |
| Processing | Recycling Facility Without Outside Storage And/Or Processing | | | | | | | | | | P | P | S | |
| Processing | Recycling Facility With Outside Storage And/Or Processing | | | | | | | | | | | P | NA | |
| Recreation | Archery Range - Outdoor | | | | | | | | S | P | | 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 | | 5370 |
| Recreation | Athletic Fields - Commercial | S | S | | | S | P | S | P | | | | | |
| Recreation | Bowling Alley | | | | | | 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 | | P | | |
| Recreation | Gymnasium | | | | P | P | P | P | P | P | P | P | | 5370 |
| Recreation | Park - Public | P | P | P | P | P | P | P | S | S | S | P | | |
| Recreation | Recreational Facility - Community Wide | | | | | P | P | P | | | | P | | |
| Recreation | Recreational Facility - Neighborhood | | | P | P | P | P | | | | | P | | |
| Recreation | Rifle And Pistol Range - Indoor | | | | | | S | S | S | S | P | S | | 5300 |
| Recreation | Rifle And Pistol Range - Outdoor Permitted | | | | | | | | | | S | S | | 5300 |
| Recreation | Skateboard Track | | | | | | S | S | P | | | P | | 5390 |
| Recreation | Skating Rink - Ice Or Roller Skating | | | | | | 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 | | |
| Recreation | Tennis, Racquetball, Handball, Volleyball Or Basketball - (Outside Courts Not Permitted) | | P | | S | P | P | P | P | | | P | | 5370 |

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|------------|---|--|---|---|---|---|---|---|---|---|---|----|------|
| Recreation | Recreational Vehicle Park | | | | | | S | | P | | | P | |
| Retail | Air Conditioners - Retail (Incidental To Other Onsite Retail Items In "D") | | | | | | P | P | P | | | P | 2120 |
| Retail | Antique Store - Retail | | | 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 | 2133 |
| Retail | Appliance and Electronics - Retail (Appliance Sales Incidental To Other Onsite Retail Items in "C-1" and "D") | | | | P | P | P | P | | | | P | 2125 |
| Retail | Art Gallery | | P | P | P | P | P | P | | | | P | 2142 |
| Retail | Bakery - Retail | | | P | P | P | P | P | | | | P | 2151 |
| Retail | Bookstore | | P | P | P | P | P | P | | | | P | 2135 |
| Retail | Business Machines - Retail | | P | | S | P | P | P | | | | P | 2130 |
| Retail | Camera, Photographic Equipment And Supplies - Retail | | | P | P | P | P | P | | | | P | 2132 |
| Retail | Candy, Nut And Confectionery - Retail | | | P | P | P | P | P | | | | P | 2153 |
| Retail | Computer and Software- Retail | | | P | P | P | P | P | | | | P | 2131 |
| Retail | Convenience Store - Limited to Maximum 3,000 Square Foot Total Floor Area in "I-1" | | | P | P | P | P | P | P | P | | | 2152 |
| Retail | Convenience Store (With Carwash) | | | | | S | P | | P | P | P | S | 2152 |
| Retail | Convenience Store (With Gasoline) | | | | | P | P | S | P | P | P | NA | 2152 |
| Retail | Convenience Store (With Gasoline And Carwash) | | | | | S | P | | P | P | P | NA | 2152 |
| Retail | Dairy Products - Retail | | | P | P | P | P | P | | | | P | 2150 |
| Retail | Drugstore - Apothecary | | P | P | P | P | P | P | | | | P | 2161 |
| Retail | Dry Goods - Retail | | | P | P | P | P | P | P | | | P | 2133 |
| Retail | Farm Supplies | | | | | | S | | P | P | | P | 2140 |
| Retail | Feed, Seed, Fertilizer Sales - No Outside Storage In "C-3" | | | | | | P | | P | P | | 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 | | | | | | | | S | P | | P | 2100 |
| Retail | Floor Covering - Retail (Incidental To Other Onsite Retail Items In "D") | | | | | P | P | P | P | | | P | 2120 |
| Retail | Florist - Retail | | S | P | P | P | P | P | P | | | P | 2141 |
| Retail | Food Locker Plant - Retail | | | | | | | | S | P | | 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 | P | P | | | P | 2120 |
| Retail | Grocery Store - Limited to Maximum 3,000 Square Foot Total Floor Area in "NC" | | | P | P | P | P | P | | | | P | 2151 |

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| Retail | Hardware Sales - Retail (Limited to to Maximum 3,000 Square Foot Total Floor Area in "NC") | | | P | P | P | P | P | | | | P | 2122 |
| Retail | Headshop, see also <u>Section 35-377</u> | | | | | | S | | | | | P | 2143 |
| Retail | Hobby Store - Retail (Limited to to Maximum 3,000 Square Foot Total Floor Area in "NC") | | | P | P | P | P | P | | | | P | 2134 |
| Retail | Home Improvement Center | | | | | | P | S | P | | | P | |
| Retail | Jewelry Store - Retail | | S | P | P | P | P | P | | | | P | 2140 |
| Retail | Landscaping Materials - Sales And Storage | | | | | | | | P | P | | S | 2123 |
| Retail | Leather Goods Or Luggage Store - Retail | | | P | P | P | P | P | | | | P | 2130 |
| Retail | Medical - Surgical Supplies Retail | | | | | P | P | P | P | | | P | 2130 |
| Retail | Milliner - Custom | | | P | P | P | P | P | P | P | | 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 | P | P | | P | 2120 |
| Retail | Paint And Wallpaper Store - Retail And Wholesale | | | | | P | P | P | P | S | | P | 2120 |
| Retail | Pet or pet supply store | | | P | P | P | P | P | P | | | P | 2710 |
| Retail | Plumbing Fixtures - Retail (Incidental To Other Onsite Retail Items In "D") | | | | | P | P | P | P | | | P | 2120 |
| Retail | Rug Or Carpet - Retail | | | | | P | P | P | P | P | | P | 2120 |
| Retail | Secondhand Merchandise - Retail No Outside Storage Or Display Of Inventory Permitted) | | | | | P | P | P | P | | | 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 | | | | P | 2140 |
| Retail | Tamale - Preparation Retail (Less Than 2,000 Square Feet In "C-1" And "C-2") | | | S | S | P | P | P | P | | | P | 2153 |
| Retail | Thrift Store - Retail See (Secondhand Merchandise) | | | | | | | | | | | | 2145 |
| Retail | Tobacco Store - Retail | | P | P | P | P | P | P | | | | P | 2143 |
| Retail | Toy Store - Retail | | | P | P | P | P | P | | | | P | 2130 |
| Retail | Trophy Sales, Engraving And Assembly | | | P | P | P | P | P | P | | | P | 2140 |
| Retail | Variety Store - Retail | | | | | P | P | P | P | | | P | 2130 |
| Sales | Boat - Sales And Service | | | | | | P | | P | | | S | |
| Sales | Machinery, Tools And Construction Equipment Sales And Service | | | | | | S | | P | P | P | S | 2120 |

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| Sales | Farm Equipment Sales, Service Or Storage | | | | | | | | P | P | P | S | 2120 |
| Sales | Oil Well Supplies And Machinery Sales - Used | | | | | | | | | | P | NA | 2120 |
| Sales | Portable Building Sales | | | | S | S | | P | P | P | P | | 2120 |
| School | School - Business or Commercial Trade | | P | | | P | P | P | | | | P | 6142 |
| School | School - Private University Or College | | S | | | S | P | P | P | | | P | 6130 |
| School | School - Public University Or College | P | P | P | P | P | P | P | P | | | 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) | | | | | | | | P | P | P | S | 6140 |
| Service | Air Conditioning / Refrigeration - Service And Repair | | | | | S | | P | P | | | 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 | | | 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 | | S | S | | P | 2220 |
| Service | Bank, Credit Union | P | P | S | S | P | P | P | P | | | P | 2210 |
| Service | Barber or Beauty Shop | | P | 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 | P | P | P | | |
| Service | Cemetery Or Mausoleum | | | | | S | S | S | S | | | NA | 6700 |
| Service | Charitable - food and/or clothing bank | | | | | | P | P | P | P | | P | |
| Service | Charitable - food service establishment (no charge for meals) | | | | | | P | P | P | P | | P | |
| Service | Construction Trades Contractors-screening required for outdoor storage from public ROWs and adjacent property except in "I-2" (see also Industrial category, contractor facility use) | | | | | | | | P | P | S | S | 7300 |

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|---------|--|---|---|---|---|---|---|---|---|---|---|----|------|
| 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 | P | S | | | P | 6562 |
| Service | Dry Cleaning - Limited To Five Employees | | | | | P | P | P | P | P | | S | 2600 |
| Service | Dry Cleaning - Pickup Station Only | | P | P | P | P | P | P | P | | | P | 2600 |
| Service | Electric Repair - Heavy Equipment | | | | | | | | P | P | | P | 7330 |
| Service | Electric Repair - Light Equipment | | | | | | S | | P | P | | P | 7330 |
| Service | Electronic Equipment - Repair | | | P | P | P | P | P | P | | | S | 2125 |
| Service | Elevator Maintenance - Service | | | | | | | P | P | P | | 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 | | | | | | | | S | P | | 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 | P | P | P | | 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 <u>35-399</u>) | | | | | P | P | S | P | | | S | 2550 |
| Service | Food, Mobile Vending (Base Operations) | | | | | | | | P | P | P | S | |
| Service | Funeral Home Or Undertaking Parlor | | | | | P | P | P | | | | S | 6710 |
| Service | Furniture Repair/Upholstering | | | P | P | P | P | P | P | | | S | 2121 |
| Service | Gasoline Filling Station (Without Repair Or Carwash) | | | | | P | P | S | P | P | P | NA | 2116 |
| Service | Gasoline Filling Station (With Repair) | | | | | | P | | P | P | P | NA | |
| Service | Gasoline Filling Station (With Repair And/Or Carwash) | | | | | S | P | S | P | P | P | NA | |
| Service | Gasoline Filling Station - Fleet | | | | | | S | | P | P | P | NA | |
| Service | Group Day Care Limited To 12 Individuals | P | P | P | P | P | P | P | P | | | P | 6562 |
| Service | Gunsmith | | | | | P | P | P | P | | | S | 2134 |
| Service | Hotel | | | | | S | P | P | P | | | P | |
| Service | Hotel taller than 35 feet when unable to achieve additional height pursuant to <u>§ 35-517</u> (d) Setbacks for Height Increases | | | | | | S | P | | | | P | 6500 |
| Service | Human Services Campus | | | | | | S | S | | | | P | 6500 |
| Service | Ice Machine (over 120 square feet) | | | | | P | P | | P | P | | P | |
| Service | Janitorial/Cleaning Service | | | | | P | P | P | P | P | | S | 2452 |
| Service | Laboratory - Research | | | | | | P | P | P | P | | S | 2416 |
| Service | Laboratory - Testing | P | P | | | | P | P | P | P | | S | 2416 |
| Service | Laundry And Dry Cleaning - Self Service | | | P | P | P | P | P | | | | S | 2600 |
| Service | Laundry- Limited To Max Of Five Employees | | | | | P | P | P | P | P | | S | 2600 |
| Service | Laundry Or Dry Cleaning - Pickup Station Only | | P | P | P | P | P | P | P | | | P | 2600 |

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|---------|---|---|---|---|---|---|---|---|---|---|---|---|------|
| Service | Lawnmower Repair And Service - No Outside Storage In "C-2" | | | | | P | P | | P | | | S | 2100 |
| Service | Library | P | P | P | P | P | P | P | | | | P | 4242 |
| Service | Linen Or Uniform Supply, Diaper Service (Pickup And Supply Only) | | | | | | P | | P | P | | S | 2100 |
| Service | Loan Office | P | P | | P | P | P | P | | | | P | |
| Service | Locksmith | | P | P | P | P | P | P | | | | P | 2100 |
| Service | Manufactured Home / Oversize Vehicle Sales, Service Or Storage | | | | | | | | S | P | | S | 2100 |
| Service | Massage - Parlor | | | | | | P | P | | | | P | 6520 |
| Service | Massage - Therapeutic | S | P | P | P | P | P | P | P | | | P | 3400 |
| Service | Medical - Chiropractor Office | P | P | P | P | P | P | P | | | | P | 6511 |
| Service | Medical - Clinic (Physician And/Or Dentist) | P | P | P | P | P | P | P | | | | P | 6511 |
| Service | Medical - Clinic Physical Therapist | S | P | P | P | P | P | P | | | | P | 6520 |
| Service | Medical - Hospital Or Sanitarium | | | | | S | P | P | S | | | S | 6530 |
| Service | Medical - Hospital taller than 35 feet when unable to achieve additional height pursuant to § 35-517(d) Setbacks for Height Increases | | | | | S | S | P | S | | | S | 6530 |
| Service | Medical - Laboratory Dental Or Medical | | S | P | P | P | P | P | P | | | S | 6513 |
| Service | Medical - Optical Goods Retail | S | P | P | P | P | P | P | | | | P | 2163 |
| Service | Medical - Optical Goods Wholesale | | | | | | P | P | P | P | | P | 3510 |
| Service | Medical - Optometry Office | P | P | P | P | P | P | P | | | | P | 2410 |
| Service | Mortuary - Preparation Only | | | | | | S | | P | | | S | 6700 |
| Service | Movie and/or Game Rentals | | | P | P | P | P | P | | | | P | 2336 |
| Service | Nursing Facility | | | | P | P | P | | | | | P | |
| Service | Office Call Center | P | P | | | P | P | P | P | P | | P | |
| Service | Office Data Processing & Management | P | P | | | P | P | P | P | P | | P | |
| Service | Office Professional | P | P | P | P | P | P | P | P | P | | P | 2400 |
| Service | Palm Reading | | | P | P | P | P | P | | | | P | 2600 |
| Service | Party House, Reception Hall, Meeting Facilities | | | | | S | P | P | P | S | | P | |
| Service | Pawn Shop | | | | | | P | P | P | | | P | 2140 |
| Service | Picture Framing | | | P | P | P | P | P | | | | P | 2140 |
| Service | Post Office | P | P | P | P | P | P | P | P | P | | P | 6310 |
| Service | Radio or Television Station Studio | P | P | | P | P | P | P | P | P | | P | |
| Service | Reading Room | P | P | P | P | P | P | P | | | | P | 5300 |
| Service | Record Storage Facility (electronic and/or paper) | | P | | | P | P | P | P | P | | P | |
| Service | Reducing Salon | | | | P | P | P | P | | | | P | 6511 |
| Service | Rental - Event Specialties (no outside storage and or display allowed) | | | | | P | P | S | P | | | S | |
| Service | Rental - Tool, Equipment and Event Specialties (fenced & screened outside storage and display permitted) | | | | | | P | S | P | P | S | S | 2140 |

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|----------------|--|---|---|---|---|---|---|---|---|---|---|---|---|------|
| Service | Rooming House | | | | | P | P | P | P | | | | P | |
| Service | Self-Defense Instruction | | | | P | P | P | P | P | P | | | P | 6140 |
| Service | Shoe - Repair | | | | P | P | P | P | P | | | | P | 2600 |
| Service | Sign Shop - No Outside Storage | | | | | | P | P | P | P | | | P | 3440 |
| Service | Specified Financial Institution (see § 35-394 | | | | | S | S | S | | | | | P | |
| Service | Studio - Fine Or Performing Arts | S | P | P | P | P | P | P | P | | | | P | 6145 |
| Service | Studio - Interior Decorating | P | P | P | P | P | P | P | P | | | | P | 2413 |
| Service | Studio - Photographic | | | P | P | P | P | P | P | | | | P | |
| Service | Studio - Sound And Recording | | | | | | P | P | P | | | | P | |
| Service | Tailor Shop | | | P | P | P | P | P | P | | | | P | 2600 |
| Service | Tattoo Parlor/Studio | | | | | | P | | | | | | P | 2600 |
| Service | Taxidermist | | | | | | | | | P | P | | S | 2140 |
| Service | Temporary Common Worker Employer | | | | | | | S | P | | P | | P | |
| Service | Transitional Home | | | | | | S | S | S | S | S | | P | |
| Service | Tree Cut And Trim Service | | | | | | | S | | P | P | | S | 2000 |
| Service | Watch Repair | | P | P | P | P | P | P | P | | | | P | 2140 |
| Social | Club - Private (see definition "Club" in 35-A101 | | | | | | S | P | P | | | | P | 6830 |
| Social | Clubhouse - Civic And Fraternal Organizations. Including Lodges And Meeting Halls | | | | | P | P | P | P | | | | P | 6830 |
| Storage | Carting, Crating, Hauling, Storage | | | | | | | | | | P | P | S | 3600 |
| Storage | Cold Storage | | | | | | | | | | P | P | S | 3600 |
| Storage | Fur Dyeing, Finishing And Storing | | | | | | | S | P | P | | | S | 3600 |
| Storage | Moving Company | | | | | | | | | P | P | P | S | 4140 |
| Storage | Pipe Storage | | | | | | | | | | P | P | P | |
| Storage | Self Service Storage | | | | | | P | P | P | P | P | P | P | |
| Storage | Storage, Climate Controlled | S | S | | | P | P | | P | P | P | P | S | |
| Storage | Storage, Moving Pod (see definition in Appendix A) | P | P | P | P | P | P | P | P | P | P | P | S | |
| Storage | Storage-Outside (Screening From Public ROWs And Adjacent Property Required) | | | | | | S | | S | S | P | S | | |
| Storage | Storage - Outside (Open With No Screening Required) | | | | | | | | S | S | P | S | | |
| Storage | Storage - Outside (Under Roof and Screened) | | | | | | | | | P | P | S | 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 | P | S | | |
| Transportation | Airport - Non-Governmental | | | | | | | | | | S | S | S | 4113 |
| Transportation | Bus Shelter (Max size 6'x13') | P | P | P | P | P | P | P | P | P | P | P | P | |
| Transportation | Bus Stop | P | P | P | P | P | P | P | P | P | P | P | P | |
| Transportation | Freight Depot | | | | | | | | S | P | P | S | | 4140 |
| Transportation | Heliport (see also Chapter 3 City Code) | | S | | | | | S | | S | S | S | | 4110 |
| Transportation | Helistop (see also Chapter 3 City Code) | | S | | | S | S | S | | S | S | P | | 4110 |

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|----------------|--|---|---|---|---|---|---|---|---|---|---|----|------|
| Transportation | Passenger Depot | | | | | | S | S | P | P | 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 | P | S | 4133 |
| Transportation | Transit Park & Ride | S | S | P | P | P | P | P | P | P | P | S | 4133 |
| Transportation | Transit Station | S | S | 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 | P | S | 4133 |
| Utilities | Radio/Television Antenna, subject to <u>§ 35-385(b)</u> | P | P | P | P | P | P | P | P | P | P | S | |
| Utilities | Radio/Television Antenna, unable to comply with <u>§ 35-385(b)</u> | S | S | S | S | S | S | S | S | S | S | S | |
| Utilities | Small Wind Energy Systems, subject to <u>§ 35-398(a)</u> | S | P | S | S | S | P | P | P | P | P | S | |
| Utilities | Solar Farm, Photovoltaic, subject to <u>§ 35-398(b)</u> | S | S | S | S | S | S | S | P | P | P | S | |
| Utilities | Telephone Equipment Infrastructure | S | S | S | S | S | S | P | P | P | P | P | 4234 |
| Utilities | Wireless Communication System, subject to <u>§ 35-385(e)</u> | P | P | P | P | P | P | P | P | P | P | S | 4233 |
| Utilities | Wireless Communication System, subject to <u>§ 35-385(d)</u> | S | S | 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 except in the I-2 district (warehouse/wholesaling use not to exceed 25% of the gross floor area in C-3 district) (office/showroom/retail uses not to exceed 25% of the gross floor area in the I-2 district) | | | | | | P | | P | P | P | S | |
| Warehousing | Warehousing | | | | | | | S | P | P | P | S | 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 | | S | 3510 |
| Wholesale | Dairy Equipment Sales - Wholesale | | | | | | | | | P | P | P | 3510 |
| Wholesale | Dairy Products - Wholesale | | | | | | | | | 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 | | 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 | | P | 2120 |
| Wholesale | Grocery - Wholesale | | | | | | | | | P | P | P | 3520 |

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|-----------|---|--|--|--|---|---|---|---|---|---|---|------|
| 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 | P | 3520 |

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Gerard C. Rickhoff