

ORDINANCE 2021-06-03-0413

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED DEVELOPMENT CODE, SECTION 35-304, OF THE CITY CODE OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARY OF CERTAIN PROPERTY.

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WHEREAS, a public hearing was held after notice and publication regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

WHEREAS, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of 120.31 acres out of CB 4007 from "DR AHOD" Development Reserve Airport Hazard Overlay District , "DR" Development Reserve District and "R-20 AHOD" Residential Single-Family Airport Hazard Overlay District to "R-4 AHOD" Residential Single-Family Airport Hazard Overlay District and "R-4" Residential Single-Family District.

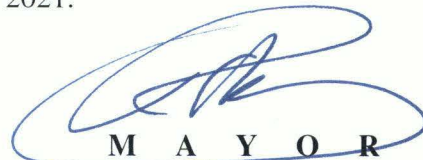
SECTION 2. A description of the property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35-491.


SECTION 4. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 5. This ordinance shall become effective June 13, 2021.


PASSED AND APPROVED this 3rd day of June, 2021.


M A Y O R
Ron Nirenberg

ATTEST:


Tina J. Flores, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council

June 03, 2021

Item: Z-7

File Number: 21-3865

Enactment Number:

2021-06-03-0413

ZONING CASE Z-2021-10700022 (Council District 3): Ordinance amending the Zoning District Boundary from "DR AHOD" Development Reserve Airport Hazard Overlay District, "DR" Development Reserve District and "R-20 AHOD" Residential Single-Family Airport Hazard Overlay District to "R-4 AHOD" Residential Single-Family Airport Hazard Overlay District and "R-4" Residential Single-Family District on 120.31 acres out of CB 4007, located at 11418 Blue Wing Road. Staff and Zoning Commission recommend Approval.

Councilmember Rebecca Viagran made a motion to approve. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

SG
06/03/2021
Item No. Z-7

Exhibit “A”



RICKMAN LAND SURVEYING

A 120.31 ACRE TRACT

FIELD NOTES OF A 120.31 ACRE TRACT OF LAND OUT OF THE JUAN MONTEZ GRANT SURVEY NO. 6, ABSTRACT NO. 11, COUNTY BLOCK 4007, BEXAR COUNTY, TEXAS, AND BEING ALL THE REMAINDER OF A 97.14 ACRE TRACT AND ALL OF A 23.5 ACRE TRACT DESCRIBED IN DEED TO SHIRLEY ANN ROEMER AND LOU MARIE GREEN OF RECORD IN VOLUME 18738, PAGE 1444, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS, A PORTION OF A 1.0 ACRE TRACT DESCRIBED IN DEED TO SHIRLEY ANN ROEMER OF RECORD IN VOLUME 5385, PAGE 712, DEED RECORDS, BEXAR COUNTY, TEXAS, AND A PORTION OF A 0.55 ACRE TRACT DESCRIBED IN DEED TO SHIRLEY ANN ROEMER OF RECORD IN VOLUME 18738, PAGE 1448, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS SOUTH CENTRAL ZONE 4204, NAD83.)

- BEGINNING:** At a 5/8" iron rod found in the west line of Interstate Highway 37, for the east corner of a 137.669 Acre Tract described in deed to I-37 Park, Ltd., of record in Volume 14348, Page 1372, Official Public Records, Bexar County, Texas, the most easterly northeast corner of the Remainder of the 97.14 Acre Tract, This Tract and the POINT OF BEGINNING:
- THENCE:** S 04°38'07" E, 196.24 feet with the west right of way line of Interstate Highway 37 and the east line of the Remainder of the 97.14 Acre Tract and This Tract, to a 5/8" iron rod found for the north corner of a 14.981 Acres Tract described in deed to I-37 Park, Ltd., of record in Volume 6943, Page 13, Official Public Records, Bexar County, Texas, and the most easterly southeast corner of the Remainder of the 97.14 Acre Tract and This Tract;
- THENCE:** S 37°25'15" W, 1319.21 feet, departing the west right of way line of Interstate Highway 37, with the northwest line of the 14.981 Acre Tract and the southeast line of the 97.14 Acre Tract and This Tract, to a 1 inch pipe found in the northeast line of a 10.25 Acre Tract described in deed to Teresa and Raymond Nunez of record in Volume 2598, Page 1124, Official Public Records, Bexar County, Texas, for the west corner of the 14.981 Acre Tract and the south corner of the 97.14 Acre Tract and This Tract;
- THENCE:** With the southwest line of the 97.14 Acre Tract and This Tract, the following calls and distances:
- N 54°00'50" W, with the northeast line of the 10.25 Acre Tract, at a distance of 397.49 feet passing a fence post found for the north corner of the 10.25 Acre Tract and the east corner of a 26.696 Acre Tract described in deed to Donald R. and Diana A. Henze of record in Volume 3714, Page 1269, Official Public Records, Bexar County, Texas, at a distance of 1024.17 feet passing a 1/2" iron rod found for the north corner of the 26.696 Acre Tract and the east corner of a 21.09 Acre Tract described in deed to Donald R. and Diana A. Henze of record in Volume 7183, Page 230, Deed Records, Bexar County, Texas, at a distance of 1566.67 feet passing a 1/2" iron rod found for the north corner of the 21.09 Acre Tract and the east corner of a 10.714 Acre Tract described in deed to Daniel Fernandez Perez and Juanita Perez of record in Volume 17396, Page 558, Official Public Records, Bexar County, Texas, at a distance of 2154.66 feet passing a 1/2" iron rod with cap found for the north corner of the 10.714 Acre Tract and the east corner of the Remainder of a 38.68 Acre Tract described in deed to Harold Eugene Henze of record in Volume 8135, Page 1200, Official Public Records, Bexar County, Texas, for a total distance of 2404.44 feet to a 1/2" iron rod with cap stamped "RICKMAN" set for an angle point;

Exhibit "A"

N 54°09'22" W, with the northeast line of the 38.68 Acre Tract, at a distance of 387.02 feet passing a ½" iron rod found for the north corner of the 38.68 Acre Tract and the east corner of the Remainder of an 87.195 Acre Tract described in deed to L.F. Lange and Marie M. Lange of record in Volume 6695, Page 335, Official Public Records, Bexar County, Texas, at a distance of 933.16 feet passing a 1 inch pipe found for the west corner of the 97.14 Acre Tract and the south corner of the 23.5 Acre Tract, at a distance of 1799.47 feet passing a fence post found for the north corner of the 87.195 Acre Tract and the east corner of a 15.0 Acre Tract of record in Volume 19017, Page 567, Official Public Records, Bexar County, Texas, for a total distance of 2261.81 feet to a ½" iron rod with cap stamped "RICKMAN" set for the south corner of a 1.00 Acre Tract described in deed to Rodney Gene Schlather, Sr., of record in Volume 9532, Page 1156, Official Public Records, Bexar County, Texas, for the most westerly northwest corner of the 23.5 Acre Tract and This Tract;

THENCE: Departing the northeast line of the 15.00 Acre Tract, with the east line of the 1.00 Acre Schlather Tract and the west line of the 23.5 Acre Tract and This Tract, the following calls and distances:

N 36°20'35" E, 184.75 feet to a ½" iron rod found for the east corner of the 1.00 Acre Tract and a reentrant corner of the 23.5 Acre Tract and This Tract;

N 54°09'22" W, 235.89 feet to a 3/8" iron rod found for the north corner of the 1.00 Acre Schlather Tract, the east corner of the 0.55 Acre Tract, the south corner of the 1.0 Acre Roemer Tract, the northwest corner of the 23.5 Acre Tract and a reentrant corner of This Tract;

THENCE: Across the 0.55 Acre Tract, with a southwest line of This Tract, the following calls and distances:

N 71°34'13" W, 17.35 feet to a ½" iron rod with cap stamped "RICKMAN" set for the beginning of a tangent curve to the right;

Northwesterly with an arc of a curve to the right, having a radius of 435.00 feet, a delta angle of 17°55'08", an arc length of 136.04 feet and a chord that bears N 62°36'39" W, a distance of 135.49 feet to a ½" iron rod with cap stamped "RICKMAN" set for a point of tangency;

N 54°14'49" W, 85.15 feet to a ½" iron rod with cap stamped "RICKMAN" set in the southeast right of way line of Blue Wing Road and the northwest line of the 0.55 Acre Tract for the northwest corner of This Tract;

THENCE: N 36°20'35" E, with the southeast right of way line of Blue Wing Road, the northwest line of the 0.55 Acre Tract and This Tract at a distance of 25.25 feet passing the north corner of the 0.55 Acre Tract and the west corner of the 1.0 Acre Roemer Tract and continuing for a total distance of 70.00 feet to a ½" iron rod with cap stamped "RICKMAN" set for the western most north corner of This Tract;

THENCE: Departing the southeast right of way line of Blue Wing Road, across the 1.0 Acre Roemer Tract, with a northeast line of This Tract, the following calls and distances:

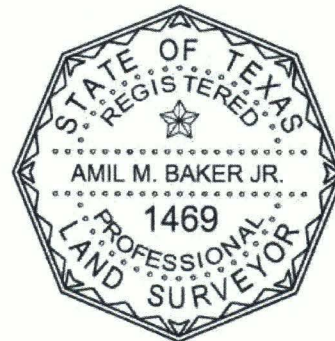
S 54°14'49" E, 84.80 feet to a ½" iron rod with cap stamped "RICKMAN" set for the beginning of a curve to the left;

Southeasterly with an arc of a curve to the left, having a radius of 365.00 feet, a delta angle of 24°22'42", an arc length of 155.30 feet and a chord that bears S 65°47'10" E, a distance of 154.13 feet to a ½" iron rod with cap stamped "RICKMAN" set in the east line of the 1.0 Acre Roemer Tract and the west line of the 23.5 Acre Tract for an interior corner of This Tract;

- THENCE: N 36°20'35" E, 109.29 feet with the southeast line of the 1.0 Acre Roemer Tract, the northwest line of the 23.5 Acre Tract and This Tract to a ½" iron rod with cap stamped "RICKMAN" set for the east corner of the 1.0 Acre Roemer Tract, the south corner of a 0.90 Acre Tract described in deed to Lou Marie and Dennis John Green recorded in Volume 6485, Page 743, Deed Records, Bexar County, Texas, the west corner of a 2.00 Acre Tract described in deed to Laura E. Carrasco of record in Volume 16076, Page 956, Official Public Records, Bexar County, Texas, and a north corner of the 23.5 Acre Tract and This Tract;
- THENCE: S 54°09'22" E, 330.55 feet, with the southwest line of the 2.00 Acre Tract and a northeast line of the 23.5 Acre Tract and This Tract to a ½" iron rod with cap stamped "RICKMAN" set for the south corner of the 2.00 Acre Tract and a reentrant corner of the 23.5 Acre Tract and This Tract;
- THENCE: N 36°20'35" E, with the southeast line of the 2.00 Acre Tract and a northwest line of the 23.5 Acre Tract and This Tract at a distance of 316.23 feet passing the east corner of the 2.00 Acre tract continuing across the 23.5 Acre Tract for a total distance of 376.24 feet to a ½" iron rod found in the southwest line of a 33.04 Acre Tract described in deed to Cody B. Byrom of record in Volume 8782, Page 972, Official Public Records, Bexar County, Texas and the northeast line of the 23.5 Acre Tract, for the western most north corner of This Tract;
- THENCE: S 54°03'22" E, with the southwest line of the 33.04 Acre Tract, the northeast line of the 23.5 Acre Tract and This Tract at a distance of 1233.55 feet passing a ½" iron rod found for the east corner of the 23.5 Acre Tract and the north corner of the remainder of the 97.14 Acre Tract and continuing for a total distance of 2167.50 feet to a ½" iron rod with cap stamped "RICKMAN" set for the south corner of the 33.04 Acre Tract, and a reentrant corner in the 97.14 Acre Tract and This Tract;
- THENCE: N 36°20'38" E, with the southeast line of the 33.04 Acre Tract and a northwest line of the 97.14 Acre Tract and This Tract, at a distance of 542.01 feet passing a 60D nail found in a 12 inch wood fence post for the east corner of the 33.04 Acre Tract, the south corner of an 11.048 Acre Tract described in deed to Calvin C. Mann, Jr., of record in Volume 16222, Page 1922, Official Public Records, Bexar County, Texas, for a total distance of 718.00 feet to a 1 inch Iron Pipe found in the southwest line of the 137.669 Acre Tract for the east corner of the 11.048 Acre Tract, the north corner of the 97.14 Acre Tract and This Tract;
- THENCE: With the southwest line of the 137.669 Acre Tract and the northeast line of the 97.14 Acre Tract and This Tract, the following calls and distances:
- S 54°21'56" E, 353.20 feet to a ½" iron rod with cap stamped "RICKMAN" set for an angle point;
- S 54°09'56" E, 1947.03 feet to the POINT OF BEGINNING and containing 121.89 acres of land in Bexar County, Texas, according to a survey on the ground on December 10, 2018, by Rickman Land Surveying.

Amil M. Baker Jr.

Amil M. Baker, Jr.
Registered Professional Land Surveyor # 1469
Revised: January 29, 2019



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by and between Blue Wing Trails, Ltd., a Texas limited partnership ("Declarant") and the Southton Community Association, a San Antonio homeowners association ("Association") (hereinafter referred to as "Party" or collectively as "Parties").

I.

Definitions

1. "Declarant" shall mean Blue Wing Trails, Ltd., owners of the Property at the time of execution of this Declaration, and successors and assigns of Declarants who acquire fee title to all or a portion of the Property.
2. "Northern Property" shall refer to that certain 120.31-acre tract of land generally located at 11418 Blue Wing Road, in the City of San Antonio, Bexar County, Texas, being more particularly defined in the attached **Exhibit "A-1."**
3. "Southern Property" shall refer to that certain 57.27-acre tract of land generally located at 4345 Mickey Road, including both land within the City of San Antonio, approximately 48 acres, and land outside City limits but within the City's Extraterritorial Jurisdiction, Bexar County, Texas, being more particularly defined in the attached **Exhibit "A-2."**
4. "Association" shall refer to the Southton Community Association, an association of property owners whose general location is near the Property.
5. "Rezoning Request" shall refer to the request by the Declarant to rezone the Northern Property from "DR AHOD" and "DR" to "R-4 AHOD" and "R-4" (City of San Antonio zoning case Z-2021-10700022).
6. "Previous Rezoning" shall refer to the Declarant's previous request to rezone a 48-acre portion of the Southern Property from "FR AHOD" and "FR" to "R-4 AHOD" and "R-4" (City of San Antonio zoning case Z-2020-10700220), which request was approved by the San Antonio City Council on March 18, 2021.
7. "Previous Declaration" shall refer to the draft Declaration of Restrictive Covenants submitted by the Declarant to the Association and the San Antonio City Council on March 18, 2021, as part of the Previous Rezoning, referring only to the 48-acre portion of the Southern Property, but which declaration was never executed.

8. "City" shall refer to the City of San Antonio.
9. "City Council" shall refer to the San Antonio City Council.
10. "UDC" shall refer to the City of San Antonio Unified Development Code.
11. "MDP" shall mean the Blue Wing Trails Subdivision Master Development Plan No. 19-11100034, which MDP was accepted by the City on November 20, 2020, as indicated in the attached **Exhibit "B."**
12. "MDP Area" shall refer to the total acreage included in the MDP, which is approximately 177.58 acres, and which Area generally encompasses both the Northern Property and the Southern Property.
13. "Development" shall mean the proposed single-family residential development subject to the MDP, which development is referred to as the Blue Wing Trails Subdivision, and which Development will be constructed in phases or "Units" as referenced herein.
14. "Unit 1" shall mean the first phase of preparation and infrastructure construction within the Development, as referenced in the MDP, also sometimes referred to as "Phase 1;" subsequent units or phases of the shall be referred to in sequential order, such as "Unit 2" or Unit 3," as shown on the approved MDP.

II. **Recitals**

1. Declarant is the owner of the MDP Area (both the Northern Property and Southern Property), subject to the approved MDP, where the Northern Property is subject to the Rezoning Request, and which MDP Area is planned to be used for the single-family residential Development.
2. Portions of the Northern Property and the Southern Property are within two hundred (200) feet of property within the Association. The Association currently represents the interests of the home and property owners within the Association, and the residents, through the Association, have raised concerns about the density of homes within the MDP Area and the concentration of smaller (R-4) lots, as well as about the resulting drainage and vehicular traffic from the Development. Specifically, the Association raised concerns that the completed Development would result in increased stormwater runoff outside the boundaries of the Development and that the increased vehicular traffic will cause access issues for the members of the Association along Mickey Road and Blue Wing Road if the Previous Rezoning and the Rezoning Request were approved.
3. The Southern Property currently shows a total of 261 single-family residential lots planned for the area, according to the MDP, all of which would be allowed to be a minimum of 4,000 square feet, subject to the current City base zoning district, "R-4."

4. In order to address the concerns raised by the Association, including those stated above, the Declarant offered to enter into the Previous Declaration to give the Association certain assurances and restrictions limiting density on the property subject to the Previous Rezoning that would otherwise be allowed by right if such rezoning were approved. The Previous Declaration was referenced during adoption of the Previous Rezoning, however, the Association did not execute the document.
5. Alternatively, and in order to further address the Association's concerns for the current Rezoning Request, the Declarant herein rescinds the offer of the Previous Declaration and instead offers to enter into this Declaration to give the Association added assurances. All substantive provisions of the Previous Declaration remain in this Declaration, with an added provision to limit the number of smaller (R-4) lots developed within the Southern Property. Furthermore, this Declaration shall burden the entire MDP Area, not just the portion previously referenced.
6. On January 19, 2021, the City's Zoning Commission recommended approval of the Rezoning Request, despite the continued protest of the Association.
7. On March 18, 2021, the City Council approved the Previous Rezoning request, rezoning a 48-acre portion of the Southern Property to "R-4" and "R-4 AHOD," which zoning allows single-family homes to be developed with a minimum lot size of 4,000 square feet. In approving the Previous Rezoning, the Previous Declaration was referenced, but never executed.
8. On May 4, 2021, the City's Zoning Commission will consider the Rezoning Request for the first time; currently the Rezoning Request will then be scheduled to be considered by City Council on June 3, 2021.
9. Declarants have executed this Declaration in consideration for the Association's Non-Opposition, as further defined in Section IV herein, to the Rezoning Request.
10. The following obligations and restrictions shall run with the MDP Area, as described herein, and shall be binding on all parties having any right, title, or interest in the MDP Area, in part or in whole, and their heirs, successors, and assigns.

III. **Restrictions/Covenants**

1. **Single Family Density.** Declarant agrees that the maximum number of single-family homes allowed to be constructed on the property subject to the Previous Rezoning shall not exceed 232 homes, which equates to a maximum allowable density of approximately 4.9 dwelling units per acre. This restriction is specifically intended not to allow the maximum single-family density otherwise allowed due to the approval of the Previous Rezoning, which would be up to 11 dwelling units per acre.
2. **Minimum Lot Size.** Declarant agrees that despite the current MDP and current "R-4" base zoning on the portion of the Southern Property within City limits, no more than 130 single-

family lots within the Southern Property may be developed at a minimum of 4,000 square feet, which number represents approximately fifty percent (50%) of the lots currently planned for the Southern Property. Any and all other single-family residential lots developed within the Southern Property must be a minimum of 5,000 square feet, which is equivalent to the development restriction for "R-5" base-zoned lots.

3. **Mickey Road Expansion.** Declarant agrees, as part of the Development, to expand the pavement width of that certain portion of existing Mickey Road, which is non-adjacent to the Southern Property, between the southwestern corner of the Southern Property at Mickey Road and Blue Wing Road, to be up to twenty-two feet (22') wide, subject to City final approval, the location and the specific proposed improvements are shown in **Exhibit "C,"** (the "Off-Site Improvements") attached herein and included for all purposes as reference only. While Declarant agrees herein to such Off-Site Improvements, which are not otherwise required by the City for construction of the Development, the exact location of the total improvements and the ability of Declarant to carry out the proposed work shown in Exhibit "C" will be subject to City final approval. Declarant agrees that the Off-Site Improvements described herein shall be constructed as part of Unit 1 of the Development and shall be completed prior to commencement of any vertical construction of any new single-family home within the Southern Property, where such commencement does not include installation of "stub outs" for said new home.
4. **Increased Detention.** As part of the MDP approval and plat approval process, the City reviewed the proposed Development and required that peak storm water runoff rates from the new development shall be less than or equal to the peak runoff rates from the MDP Area's predevelopment conditions for the five (5), twenty-five (25), and one hundred (100) year design storm events. To satisfy City requirements for the approval of the MDP, the Development will construct multiple detention basins in accordance with the City's Storm Water Design Criteria Manual ("SWDCM") to ensure there that peak storm water runoff rates from the MDP Area shall be less than or equal to the peak runoff rates from the MDP Area's predevelopment conditions for the five (5), twenty-five (25), and one hundred (100) year design storm events. Declarant herein agrees that the MDP Area's proposed detention basin(s) will collect and store/hold back the storm water runoff from the Development and discharge/release the runoff at flow rates below what they were before the development of the MDP Area. Specifically, Declarant agrees that the proposed detention basin(s) will, on average for the Development, reduce the runoff flow rate by at least 10% more than what is required per the SWDCM, the design and plan for which are subject to final approval by the City.
5. **Traffic Signal.** In order to control and mitigate the vehicular traffic issues on the roads near the Development, Declarant agrees to fund the construction of a traffic signal near or at the intersection of S. Presa and IH-37, approximate address of 10137 S. US Hwy 181, San Antonio, TX 78223, as required and approved by the City and TxDOT, which specific design, location, and installation is subject to City and TxDOT final approval, and which signal installation shall commence during the construction of Unit 1 of the Development or as soon as Declarant receives approval from all relevant agencies to do so.

6. **Box Culvert Cleanout.** Declarant agrees to clean out those certain box culverts generally located along Mickey Road and Blue Wing Road, approximate locations as shown in **Exhibit "D"** and affected by the Development to ensure no debris or obstruction, and which cleaning shall be done one (1) time as part of Unit 1 improvements and one (1) time as part of or upon completion of Unit 2 improvements.
7. **HOA Regulations.** Declarant agrees that following the recordation in the Bexar County Property Records of a set of covenants, conditions, and restrictions for the Homeowner's Association created for the Development (the HOA CCR), a copy of such HOA CCR will be provided to the Association within thirty (30) days. Declarant agrees that the HOA CCR will contain provisions requiring the HOA or its agent to maintain applicable overhead and drainage easements, as required by the City, and that any such drainage easements will require minimal surrounding fencing to ensure that the easement does not create a safety issue.
8. **Transparency in Development Process.** Declarant agrees to notify the Association in writing (to at least two (2) known Association officers) and to share drawings of the proposed Off-Site Improvements and drainage solutions for the MDP Area (for review but not approval), respectively, at least forty-five (45) days prior to construction commencing on either of such named improvement, provided that any such plans must have been approved by the City and ready for permitting.
9. **Turn Lanes.** As part of the Development, Declarant agrees to construct left-turn lanes into the entrance of the Development located on Mickey Road and into the entrance located on Blue Wing Road, the design and construction of which is subject to final approval by the City. Additionally, Declarant will construct sidewalks along the Southern Property adjacent to Mickey Road where required and as approved by the City.
10. **Development Entrances.** Declarant agrees that the Development will include the construction or installation of a monument sign for the Development, accompanied by appropriate landscaping and irrigation to maintain said landscaping at or near the (2) entry locations into the Development, one entry from Blue Wing Rd. and one entry from Mickey Rd.
11. **Plugged Water Wells.** Any water wells on the Southern Property that are required per the City, San Antonio Water Systems ("SAWS"), or the Texas Commission on Environmental Quality ("TCEQ") to be plugged or sealed, shall be done so pursuant to all SAWS and TCEQ standards and regulations.
12. **Single-Family Home Permitting.** All single-family homes constructed within the Development shall be built in compliance with the City's current Unified Development Code ("UDC") and current building codes, where "current" means, at the time of execution of this Declaration.

IV.
Non-Opposition

1. **Rezoning Non-Opposition.** In consideration for the restrictions granted in this Declaration, the Association shall agree to Not Oppose (as defined below), the Rezoning Request associated with the Northern Property before any governmental entity, including the City Council.
2. **Non-Opposition.** “Non-Opposition” or “Not Oppose” shall mean:
 - a) The Association will respond in writing to at least one notice received in connection with City Council’s consideration of the Declarant’s request to rezone the 120.31-acre Northern Property herein described from “DR” and “DR AHOD” to “R-4” and “R-4 AHOD,” which notices could have been issued by any governmental entity, indicating that the Association does not oppose the Rezoning Request and the proposed Development on the Northern Property. Such response may include that the non-opposition is dependent upon this Declaration being executed.
 - b) The Association will draft and deliver any letters, emails, or texts to the appropriate authority with City zoning staff, appropriate representative from the District 3 City Councilmember office, and to Declarant’s representative, within a reasonable time, indicating the Association’s Non-Opposition (as described above), including but not limited to the City Council, if such letter(s), email(s), or text(s) is/are requested by Declarant or representative thereof.

V.
Default

The failure by the Declarant to observe or perform any of the covenants, conditions or observations of this Declaration, within sixty (60) days after the receipt of a written notice by the Association specifying the nature of the proposed default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within thirty (30) days of such notice received, then the Declarant shall not be in default so long as it actively commences such cure within thirty (30) days after receiving such notice and diligently pursues such cure through completion. The Association may only issue notice of default as an organization and pursuant to formal action by the Association’s Board and membership. No individual member of the Association may issue notice of default.

VI.
General Provisions

1. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF

ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

2. **Construction & Severability.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern. In the event one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
3. **Unintended Omission.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Term.** Every covenant, condition, and restriction contained herein shall run with the land and be binding upon the MDP Area and Declarants for a period of ten (10) years from and after the date this Declaration is executed, after which time this Declaration, shall be automatically extended for successive periods of ten (10) years each unless and until an instrument, signed by the President of Association, agreeing to terminate this Declaration shall have been recorded in the Bexar County Real Property Records. In the event that the Association wishes to terminate, Association must provide Declarant written notice at least sixty (60) days prior to the expiration of the ten (10) year successive period discussed herein. Should the Association cease to exist, Declarant shall have the authority to terminate this Declaration upon the affirmative vote, evidenced by signature, of at least one (1) of the owners of property within the former Association. These restrictions shall immediately and automatically expire without any approval from any party if the Rezoning Request is not approved by the City of San Antonio's City Council on June 3, 2021.
5. **Execution.** This Declaration may only become effective upon execution by both Parties, the Effective Date, provided that such Effective Date is within forty-five (45) days following City Council approval of the Rezoning Request. In the event that the Association does not execute this Declaration within forty-five (45) days following City Council approval of the Rezoning Request, then the Declaration shall be considered null and void.
6. **Amendment.** The covenants, conditions, and restrictions of this Declaration may not be amended, except by an instrument signed by the President of the Association and the Declarant, or successor or assign, and recorded in the Bexar County Real Property Records. Any amendment requested by either Party requires that the requesting Party provide the other Party a minimum of thirty (30) days' notice that such amendment request will be delivered.
7. **Notice.** Any notice required by or permitted with respect to the subject matter of this Declaration must be in writing. Any notice required or permitted will be deemed to be delivered

(whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

DECLARANT:

Blue Wing Trails, Ltd.
c/o _____
10410 Windermere Lakes Blvd.
Houston, TX 77065

With copies to:

Brown & Ortiz, P.C.
Attention: James McKnight
112 E. Pecan, Suite 1360
San Antonio, TX 78205

ASSOCIATION:

Southton Community Association
11214 Blue Wing Rd.
San Antonio, TX 78273

The parties may, from time to time, change their respective mailing addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other party.

8. **Enforcement.** Declarant agrees that the Association (but not any individual Association member) is the direct intended party of this Declaration, and that the Association and/or Declarant shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration. Enforcement of the Declaration and the covenants, restrictions, and development standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain violation or to recover damages. Failure by any party to enforce any such covenant, restriction, or development standard shall in no event be deemed a waiver of the right to do so thereafter. Any remedies provided for in this Section are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that

the remedy at law for any breach of any such term, covenant, or condition is not adequate. Should the Association be required to post a bond for the purpose of obtaining equitable or injunctive relief as stated herein, the parties hereby agree that said bond shall not exceed five hundred dollars (\$500.00). In the event any person shall institute any action or proceeding against another person relating to the provisions of this Declaration, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, then and in such event each party shall be responsible for its own legal fees. Neither party shall engage any attorney on a contingency basis. Within 30 days after resolution of Enforcement, the losing party shall pay the winning party for winning party's legal fees and expenses.

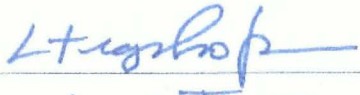
WHEREFORE, this Declaration shall be effective on the date that both Parties have executed said document ("Effective Date"). However, in the event the Rezoning Request is not approved by the San Antonio City Council or does not become effective within thirty (30) days of June 3, 2021, this Declaration shall automatically become null and void without express approval on any party.

[Signature Pages to follow]

DECLARANT:

Blue Wing Trails, Ltd.
a Texas limited partnership

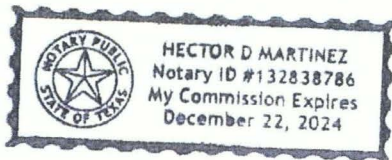
By: CAMCORP Management, Inc.
General Partner

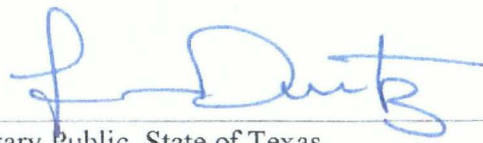

By: LOUIS TRAPOLINO
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS TRAPOLINO, as VICE PRESIDENT for Camcorp Management, Inc., General Partner of Blue Wing Trails, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration set forth therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2ND day of JUNE, 2021.




Notary Public, State of Texas
Print Name: HECTOR D. MARTINEZ
My Commission Expires: 12/22/24

WHEREFORE, this Declaration is executed this 2 day of June, 2021 by
Marcia E Fitzimmons.

ASSOCIATION:

Southton Community Association,

Southton Community Association
By: Marcia E. Fitzimmons
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

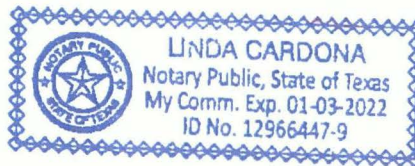
BEFORE ME, the undersigned authority, on this day personally appeared Marcia E Fitzimmons on behalf of the Southton Community Association, whose name is subscribed to the foregoing instrument and who acknowledged that (s)he executed the foregoing instrument on behalf of said Association for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of June, 2021.

Linda Cardona
Notary Public, State of Texas
Print Name: Linda Cardona
My Commission Expires: 01-03-2022

UPON RECORDATION PLEASE RETURN TO:

James McKnight
Brown & Ortiz, P.C.
112 E. Pecan, Suite 1360
San Antonio, TX 78205



EXHIBITS

Exhibit "A-1"	"Northern Property" description and map
Exhibit "A-2"	"Southern Property" description and map
Exhibit "B"	Approved MDP for the Blue Wing Trails Subdivision
Exhibit "C"	Mickey Road Off-Site Improvements (Not Approved- for reference only)
Exhibit "D"	Box Culvert Approximate Locations