

AN ORDINANCE 2018-05-17-0381

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.

* * * * *

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 4.382 acres out of NCB 35936; from "R-20 MLOD-1 MSAO-1 AHOD" Residential Single-Family Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Airport Hazard Overlay District to "O-2 S MLOD-1 MSAO-1 AHOD" High Rise Office Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District with a Specific Use Authorization for a Day Care Center on 3.684 acres out of NCB 35936 and "O-1 MLOD-1 MSAO-1 AHOD" Office Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District on 0.698 acres out of NCB 35936.

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. The City Council finds as follows:

- A.** The specific use will not be contrary to the public interest.
- B.** The specific use will not substantially nor permanently injure the appropriate use of adjacent conforming property in the same district.
- C.** The specific use will be in harmony with the spirit and purpose as set forth in Section 35-423, Specific Use Authorization, of the Unified Development Code.
- D.** The specific use will not substantially weaken the general purposes or the regulations as set forth in Section 35-423, Specific Use Authorization, of the Unified Development Code.
- E.** The specific use will not adversely affect the public health, safety and welfare.

SECTION 4. The City council approves this Specific Use Authorization so long as the attached

site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 5. 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.

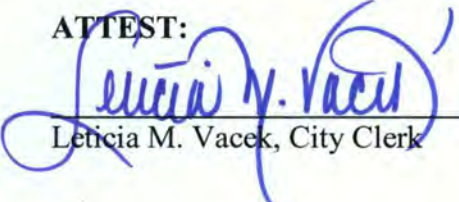
SECTION 6. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 7. This ordinance shall become effective May 27, 2018.

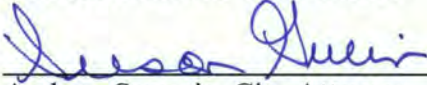
PASSED AND APPROVED this 17th day of May 2018.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Andrew Segovia, City Attorney

Agenda Item:	Z-20 (in consent vote: 25, Z-1, Z-2, Z-5, P-2, Z-7, Z-9, Z-10, Z-11, P-3, Z-12, Z-14, Z-15, Z-16, Z-18, Z-19, P-4, Z-20)						
Date:	05/17/2018						
Time:	02:12:54 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2018092 (Council District 8): Ordinance amending the Zoning District Boundary from "R-20 MLOD-1 MSAO-1 AHOD" Residential Single-Family Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Airport Hazard Overlay District to "O-2 S MLOD-1 MSAO-1 AHOD" High Rise Office Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District with a Specific Use Authorization for a Day Care Center on 3.684 acres out of NCB 35936 and "O-1 MLOD-1 MSAO-1 AHOD" Office Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District on 0.698 acres out of NCB 35936, located at 6185 Camp Bullis Road. Staff and Zoning Commission recommend Approval, pending Plan Amendment. (Associated Plan Amendment 18024)						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

SG/lj
05/17/2018
Item No. Z-20

EXHIBIT “A”



Z2018092 S

285 County Road 175
Leander, TX 78641
(844) 4 -JAGGEO (V.)
(866) 486 - 8395 (F.)
TBPLS Firm No. 10170400

FIELD NOTES

0.698 Acre Tract, being out of Lot 4, Block C of the Forest Crest Subdivision as recorded in Volume 2222, Page 294 of Bexar County Plat Records and being the same tract conveyed to John W. Booten III in Volume 7549, Page 1833 of Bexar County Official Public Records; situated in the City of San Antonio Survey, Abstract No. 178 and the Jos. Cox Survey, Abstract No. 155, New City Block No. 35936 in Bexar County, Texas and being more particularly described as follows:

BEGINNING at a point in the Southeast margin of Tejas Trail, the Northwest line of said Lot 4 and for the North corner of this herein described tract;

THENCE: S 42°01'46" E – 484.93 feet, severing said Lot 4, to a point in the Northwest margin of Camp Bullis Road, the Southeast line of said Lot 4 and for the East corner of this herein described tract;

THENCE: S 57°35'44" W – 55.41 feet, along and with the Northwest margin of Camp Bullis Road and the Southeast line of said Lot 4, to a point for the South corner of this herein described tract;

THENCE: S 53°38'44" W – 10.42 feet, along and with the Northwest margin of Camp Bullis Road and the Southeast line of said Lot 4, to a point for the South corner of this herein described tract;

THENCE: N 42°01'46" W – 451.29 feet, severing said Lot 4, to a point in the Northwest line of said Lot 4, the Southeast margin of Tejas Trail, and for the West corner of this herein described tract;

THENCE: N 28°12'51" E – 69.07 feet, along and with the Southeast margin of Tejas Trail and the Northwest line of said Lot 4 to the **POINT OF BEGINNING**, containing 0.698 acres, (30,410 SQ. FT.) of land more or less.

Unless this Field Notes Description, including preamble, seal and signature, appears in its entirety, and in its original form, surveyor assumes no responsibility or liability for its accuracy. All bearings, distances, and areas are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983; Scale Factor: 1.0001719053.

Plat to accompany this metes and bounds description.

This Field Note Description is true and correct to the best of my knowledge and belief based on data obtained from the Bexar County Clerk, The Bexar County Central Appraisal District and a Survey made On-The-Ground under my direct supervision on December 7, 2017.

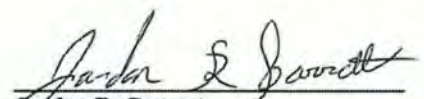

Jordan R. Garrett
Registered Professional Land Surveyor
License No. 6154



Exhibit "A"



285 County Road 175
 Leander, TX 78641
 (844) 4 -JAGGEO (V.)
 (866) 486 – 8395 (F.)
 TBPLS Firm No. 10170400

FIELD NOTES

3.684 Acre Tract, being out of Lot 4, Block C of the Forest Crest Subdivision as recorded in Volume 2222, Page 294 of Bexar County Plat Records and being the same tract conveyed to John W. Booten III in Volume 7549, Page 1833 of Bexar County Official Public Records; situated in the City of San Antonio Survey, Abstract No. 178 and the Jos. Cox Survey, Abstract No. 155, New City Block No. 35936 in Bexar County, Texas and being more particularly described as follows:

BEGINNING at a point in the Southeast margin of Tejas Trail, the Northwest line of said Lot 4 and for the North corner of this herein described tract;

THENCE: S 42°01'46" E – 451.29 feet, severing said Lot 4, to a point in the Northwest margin of Camp Bullis Road, the Southeast line of said Lot 4 and for the East corner of this herein described tract;

THENCE: along and with the Northwest margin of Camp Bullis Road and generally with a chain-link fence the following 3 (three) courses:

1. S 53°38'44" W – 146.67 feet, to an angle point of this herein described tract;
3. S 51°09'44" W – 149.40 feet, to a Galvanized Fence Post found for an angle point of this herein described tract;
4. S 46°52'36" W – 193.38 feet, to a point at the intersection of the North margin of Camp Bullis Road and the current East margin of Tejas Trail, the East corner of a 0.0066 acre tract conveyed to Bexar County in Volume 4560, Page 1060 of Bexar County Official Public Records and for the south corner of this herein described tract;

THENCE: N 76°04'44" W – 26.42 feet, along and with the Northeast line of said 0.0066 acre tract and the current East margin of Tejas Trail, to a 1/2" Iron Rod found at the North corner of said 0.0066 acre tract and for an angle point of this herein described tract;

THENCE: N 20°43'43" W – 207.07 feet, along and with the East margin of Tejas Trail, to a 1/2" Iron Rod found at the South corner of a 0.0196 acre tract conveyed to Bexar County in Volume 4560, Page 1060 of Bexar County Official Public Records, at the point of curvature of a curve to the Right, and for an angle point of this herein described tract;

(Continued on Page 2)

Exhibit "A"



285 County Road 175
Leander, TX 78641
(844) 4 -JAGGEO (V.)
(866) 486 – 8395 (F.)
TBPLS Firm No. 10170400

(Continuation of Page 1)

THENCE: **149.10 feet** along the arc of said curve to the **Right**, along and with the East line of said 0.0196 acre tract, along and with the current East margin of Tejas Trail, and generally with a wood privacy fence; said curve having a **Radius of 175.00 feet** and a Long Chord of **N 03°45'55" E – 144.64 feet**, to a 1/2" Iron Rod found at the North corner of said 0.0196 acre tract and a point of tangency of curve and for an angle point of this herein described tract;

THENCE: **N 28°12'51" E – 344.65 feet**, along and with the Southeast margin of Tejas Trail to the **POINT OF BEGINNING**, containing 3.684 acres, (160,490 SQ. FT.) of land more or less.

Unless this Field Notes Description, including preamble, seal and signature, appears in its entirety, and in its original form, surveyor assumes no responsibility or liability for its accuracy. All bearings, distances, and areas are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983; Scale Factor: 1.0001719053.

Plat to accompany this metes and bounds description.

This Field Note Description is true and correct to the best of my knowledge and belief based on data obtained from the Bexar County Clerk, The Bexar County Central Appraisal District and a Survey made On-The-Ground under my direct supervision on December 7, 2017.


Jordan R. Garrett
Registered Professional Land Surveyor
License No. 6154



Exhibit "A"

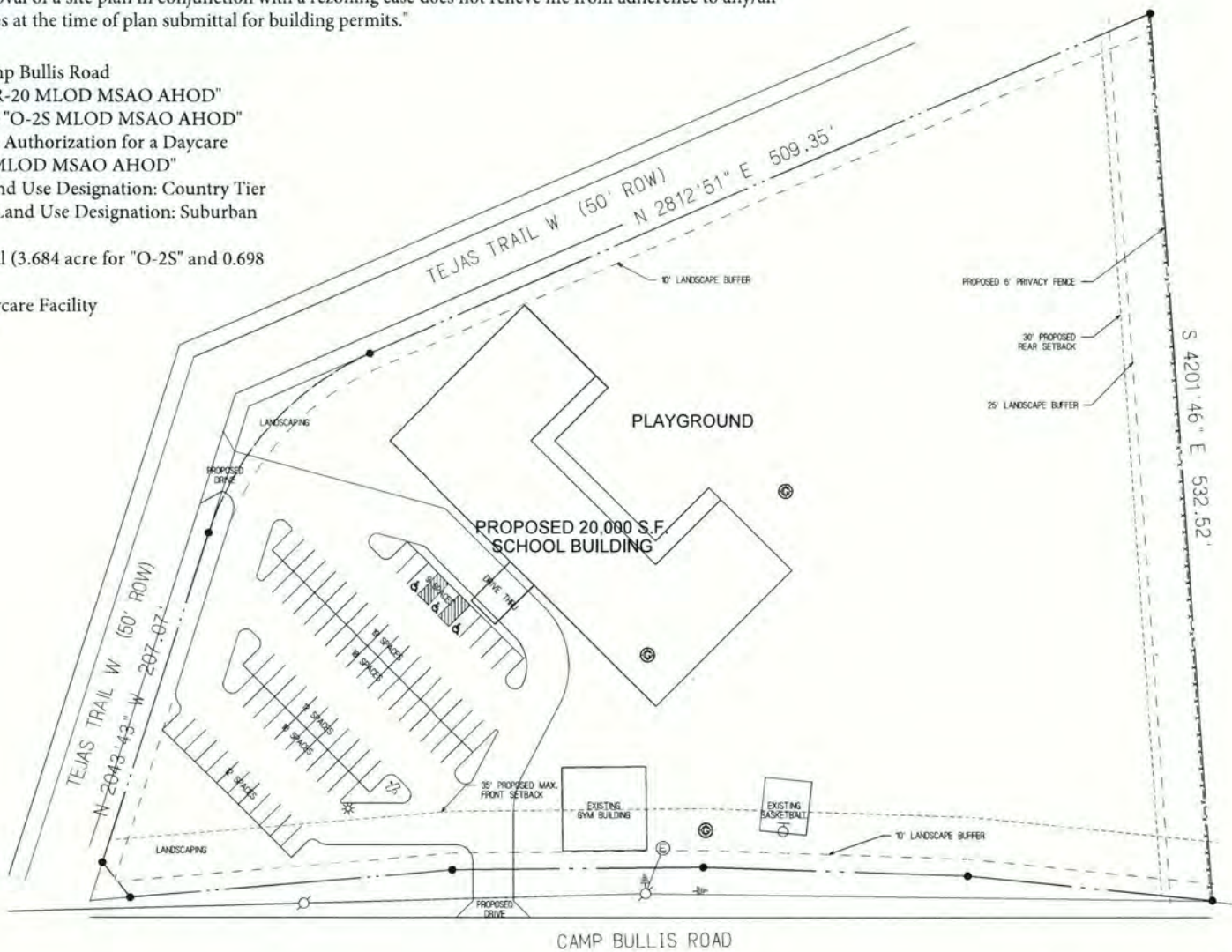
SG/lj
05/17/2018
Item No. Z-20

EXHIBIT “B”

Z2018092 S


"I, John W. Booten, III, the property owner, acknowledge that this site plan submitted for the purpose of rezoning this property is in accordance with all applicable provisions of the Unified Development Code. Additionally, I understand that City Council approval of a site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City adopted Codes at the time of plan submittal for building permits."

Address: 6185 Camp Bullis Road
Current Zoning: "R-20 MLOD MSAO AHOD"
Requested Zoning: "O-2S MLOD MSAO AHOD"
with a Specific Use Authorization for a Daycare Facility and "O-1 MLOD MSAO AHOD"
Current Future Land Use Designation: Country Tier
Requested Future Land Use Designation: Suburban Tier
Acreage: 4.382 total (3.684 acre for "O-2S" and 0.698 ares for "O-1")
Proposed Use: Daycare Facility




PROPOSED SITE PLAN

Exhibit "B"


Seal of the City of San Antonio
OFFICIAL RECORD OF THE CITY OF SAN ANTONIO, TEXAS

PINEAPPLE SCHOOL III
CAMP BULLIS ROAD AT TEJAS TRAIL
SAN ANTONIO, TEXAS 78257


NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

JOB NO. : 1812
SCALE : AS NOTED
DRAWN BY : SJK
DATE : 3-27-2018
REVISIONS :
SHEET :
OF : *

DO NOT SCALE DRAWINGS

DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This DECLARATION OF RESTRICTIVE COVENANTS (this "**Declaration**") is executed by and between The Pineapple Group, LLC ("**Declarant**") and the Forest Crest Association, N.A. (the "**Association**").

I. Definitions

1. "**City**" shall mean the City of San Antonio, a Texas municipal corporation.
2. "**Code**" shall mean the Unified Development Code of the City in effect as of the Effective Date of this Declaration.
3. "**Effective Date**" shall mean the date on which both the Association and the Declarant have executed this Declaration.
4. "**Plan Amendment**" shall mean Declarant's request to amend the City's Comprehensive Plan as required to lawfully permit the Rezoning Request, such proposed Plan Amendment is referenced by the City as "PA 18024" and consists of changes to the future land use plan contained in the North Sector Plan, a component of the City's Comprehensive Plan.
5. "**Property**" shall mean that certain 5.434-acre tract of land located at 6185 Camp Bullis Road, northeast of the Camp Bullis Road and West Tejas Trail intersection, as further described in the attached "**Exhibit A**".
6. "**UDC**" shall mean the City's Unified Development Code as of the Effective Date.
7. "**Rezoning Request**" means the change in zoning sought by Declarant to permit a daycare facility on the Property, consisting of rezoning a portion of the Property to "O-2 MLOD-1 MSAO-1 AHOD S" Office Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District with a Specific Use Authorization for a Daycare Facility and "O-1 MLOD-1 MSAO-1 AHOD" Office Camp Bullis Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District, such Rezoning Request having been requested pursuant to that certain Rezoning Application submitted by Declarant to the City's Development Services Department and referenced by the City as "Zoning Case Z2018092." The Rezoning Request is further shown in "**Exhibit B**".

II.

Recitals

WHEREAS, Declarant is under contract to purchase the Property and is seeking to develop the Property for a daycare facility use, and such development requires approval of the Rezoning Request and the Plan Amendment by the City of San Antonio City Council; and

WHEREAS, the Association represents the Estates of Forest Crest Neighborhood, which is located east of the Property; and

WHEREAS, Declarant has requested support from the Association for the Rezoning Request and the Plan Amendment; and

WHEREAS, at the Association's request, Declarant has agreed to not rezone the entire Property, and to retain "R-20 MLOD-1 MSAO-1 AHOD" Single-Family Residential Military Lighting Overlay Camp Bullis Military Sound Attenuation Overlay Airport Hazard Overlay District zoning on approximately one (1) acre on the east side of the Property, as further shown in "Exhibit B"; and

WHEREAS, in consideration of the restrictive covenants contained within this Declaration, the Association has agreed to support the Rezoning Request and the Plan Amendment; and

WHEREAS, the restrictive covenants within this Declaration shall run with the Property following Declarant's purchase and shall be binding on all parties having any right, title, or interest in the Property in part or in whole, and their heirs, successors, and assigns.

NOW THEREFORE, in consideration of the mutual covenants and agreements, and other valuable consideration, it is declared that the Property shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions:

III.

Restrictions

1. **Uses:** The following uses shall be permitted on the Property:
 1. One (1) Daycare Facility (kindergarten permissible) or one (1) public or private nursery school. A Daycare Facility may include more than one building, provided that each building is under the same ownership and part of the same daycare.
 2. Athletic Fields related to any school or daycare use on the Property (Indoor or Outdoor)
 3. Private Pre-Kindergarten Through 6th Grade
 4. Public Pre-Kindergarten Through 6th Grade
 5. Chiropractor Office
 6. Physician And/Or Dentist Clinic
 7. Clinic Physical Therapist

8. Optical Good Retail
9. Office (Professional)
10. Single-Family Residential

Any use not included in the list above shall be prohibited on the Property. Declarant further agrees to prohibit the sale of alcohol on the Property. In the event of any ambiguity of the above-referenced terms, the definition provided by the City's UDC shall control.

2. **Maximum Height:** The maximum height of all improvements on the Property shall be limited to thirty-five feet (35 ft.). "Height" shall be defined by the UDC.
3. **Office Building Size:** Declarant agrees that any office, clinic, or medical building on the Property shall be limited in square footage as follows:
 - a. Offices, clinics, and medical buildings located on the "O-2"-zoned portion of the Property as seen in Exhibit "B" shall not exceed 7,500 square feet.
 - b. Offices, clinics, and medical buildings located on the "O-1"-zoned portion of the Property as seen in Exhibit "B" shall not exceed 5,000 square feet.
4. **Lighting:** Declarant agrees to comply with the requirements of the City's Military Lighting Overlay District as of the Effective Date. Declarant further agrees that lighting related to athletic fields on the Property will not be permitted, unless the lighting is required for security purposes.
5. **Outdoor Speakers:** Declarant agrees that exterior speakers on the Property shall not be used after sunset, excepting emergency situations and speakers related to single-family residential uses.
6. **Daycare Access and Turn Lane:** Declarant agrees that a daycare facility on the Property shall have two (2) ingress/egress drives from public right-of-way. Declarant agrees to install a dedicated right-turn lane or similar improvement if the proposed daycare facility has an ingress drive off West Tejas Trail. The intent of this improvement is to allow for vehicles to turn into the daycare facility without obstructing traffic traveling north on West Tejas Trail. The improvements contemplated by this section are subject to City approval. If permitted by the City, the improvements must be installed prior to issuance by the City of a Certificate of Occupancy for a daycare facility on the Property.
7. **Hours of Operation:** Declarant agrees that any business on the Property shall generally limit its hours of operation for clients and visitors to no earlier than 6:30am and no later than 6:30pm. This limitation shall not apply to employees or contractors of any business or residence on the Property. Declarant shall also be permitted to have occasional special events outside of these hours.
8. **Signage.** Declarant agrees that signage for any business on the Property shall be monument signage (excluding signage on a building).
9. **Daycare Parking.** Declarant agrees that parking for a daycare on the Property shall be at a

minimum of 1.3 parking spaces for every 375 square feet of gross floor area of daycare building (structures existing on the Property as of the Effective Date not included).

IV.

Association Commitments

Rezoning and Plan Amendment Support. In consideration for the restrictions granted in this Declaration, the Association shall agree to not oppose, and to support, Declarant's Rezoning Request and Plan Amendment. In the event the Association opposes or fails to support the Rezoning Request and Plan Amendment, Declarant shall have the right, by written notification to the Association, to terminate this Declaration. "Support" shall include, but not be limited to, written documentation of support of the Rezoning Request and the Plan Amendment delivered to the City within a reasonable time indicating support, and attendance and public comments by an Association representative indicating support at any public meeting or hearing where input on the Rezoning Request and Plan Amendment is requested, including the City's Planning Commission, Zoning Commission, and City Council hearings.

V.

General Provisions

1. **Default.** The failure by the Declarant to observe or perform any of the covenants, conditions or restrictions of this Declaration, within thirty (30) days after the issuance of a written notice by the Association specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within thirty (30) days of such notice, 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.
2. **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.
3. **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.

4. **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.
5. **Term.** Every covenant, condition, and restriction contained herein shall run with the land and be binding upon the Property for a period of twenty (20) years from and after the date this Declaration is recorded in the Bexar County Real Property Records, and shall be automatically extended for successive periods of fifty (50) years unless subject to the amendment and termination provisions in Section V.7. herein. This Declaration shall immediately and automatically expire if the Rezoning Request and Plan Amendment Request are not approved by the City Council on or before June 30, 2018 and Declarant does not purchase the Property.
6. **Assignment.** Declarant may elect to assign this Declaration to a parent, partner, subsidiary, or other newly created entity. Declarant shall notify the Association in writing of this assignment and shall file of record notice of such assignment. In the event the Property is assigned or sold, the former owner shall be released from any duty to perform under this Declaration.
7. **Amendment or Termination.** The covenants, conditions, and restrictions of this Declaration may not be amended or terminated, except by an instrument signed by the Declarant and either the Association, the owners of at least fifty-one percent (51%) of the property governed by the Association, or the owners of at least fifty-one percent (51%) of the property formerly governed by the Association in the event the Association ceases to exist, and recorded in the Bexar County Real Property Records.
8. **Recordation.** This Declaration shall be recorded in the Official Public Records of Bexar County within five (5) business days following the purchase of the Property by the Declarant, provided the Rezoning Request and Plan Amendment Request have been approved by the City Council. In the event the Rezoning Request and Plan Amendment Request are not approved as requested and Declarant does not purchase the Property, this Declaration shall immediately and automatically expire and shall not be recorded.
9. **City Council.** Declarant agrees to submit, or cause to be submitted, a copy of the executed Declaration to the City Council at the City Council meeting where the Rezoning Request and the Plan Amendment are being considered.
10. **Notice.** Any formal notices or communication with respect to the subject matter of this Declaration shall be delivered by one of the following methods:
 - (a) by delivering the same in person; or
 - (b) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified at the address set forth below; or
 - (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified at the address set forth below.

JP

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

Declarant: The Pineapple Group, LLC
110 Warbler Way
San Antonio, Texas 78231

Association: Forest Crest Association, N.A.
17503 La Cantera Parkway #104-29
San Antonio, Texas 78257

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) business days written notice to the other party.

11. **Enforcement.** Declarant agrees that the Association 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. In the event any person shall institute any action or proceeding against another person relating to the provisions of this Declaration, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, then and in such event the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for all reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs, to the extent permitted by the terms of any final order, decree, or judgment.

[Signature pages to follow]

WHEREFORE, this Declaration is executed this 8 day of May, 2018, at San Antonio, Texas.

Declarant:

The Pineapple Group, LLC
a Texas liability company

By: Krisana Carvajal Puccio
Krisana Carvajal Puccio, Manager

By: Juan Carlos Puccio
Juan Carlos Puccio, Manager

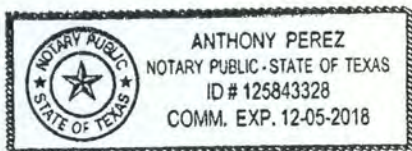
By: Hugo Francisco Carvajal
Hugo Francisco Carvajal, Manager

By: Susan Marie Carvajal
Susan Marie Carvajal, Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authorities, on this 8 day of May 2018 by
Krisana Carvajal Puccio, Manager of The Pineapple Group, LLC



[Signature]
Notary Signature

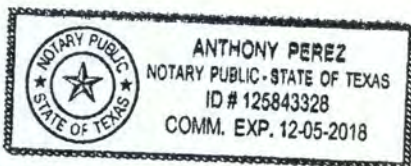
Date: 5/8/2018

My Commission Expires: 12/5/2018

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authorities, on this 8 day of May 2018 by
Juan Carlos Puccio, Manager of The Pineapple Group, LLC.



[Handwritten initials]

Notary Signature

Date: 5/8/2018

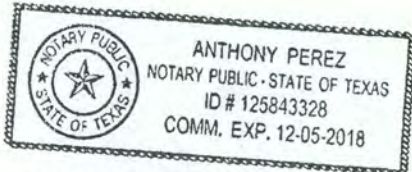
My Commission Expires: 12/5/2018

STATE OF TEXAS §

§

COUNTY OF BEXAR §

BEFORE ME, the undersigned authorities, on this 8 day of May 2018 by
Hugo Francisco Carvajal, Manager of The Pineapple Group, LLC.



Notary Signature

Date: 5/8/2018

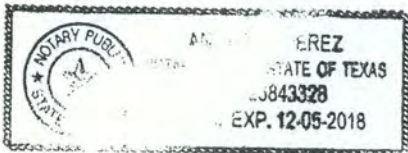
My Commission Expires: 12/5/2018

STATE OF TEXAS §

§

COUNTY OF BEXAR §

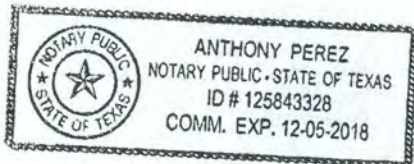
BEFORE ME, the undersigned authorities, on this 8 day of May 2018 by
Susan Marie Carvajal, Manager of The Pineapple Group, LLC.



Notary Signature

Date: 5/8/2018

My Commission Expires: 12/5/2018



Handwritten initials or marks.

Forest Crest Association, N.A.

By: _____

Printed Name: _____

Date: _____

STATE OF TEXAS

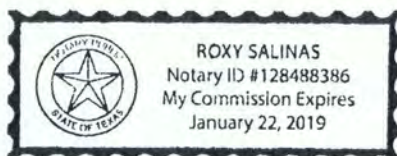
§

§

COUNTY OF BEXAR

§

BEFORE ME, the undersigned authority, on this 26 day of April 2018
personally appeared on behalf of the Forest Crest Association, N.A.



Notary Signature _____

Date: 04/26/18

My Commission Expires: January 22, 2019

Asp

EXHIBIT A
Property



285 County Road 175
Leander, TX 78641
(844) 4 -JAGGEO (V.)
(866) 486 - 8395 (F.)
TBPLS Firm No. 10170400

FIELD NOTES

3.684 Acre Tract, being out of Lot 4, Block C of the Forest Crest Subdivision as recorded in Volume 2222, Page 294 of Bexar County Plat Records and being the same tract conveyed to John W. Booten III in Volume 7549, Page 1833 of Bexar County Official Public Records; situated in the City of San Antonio Survey, Abstract No. 178 and the Jos. Cox Survey, Abstract No. 155, New City Block No. 35936 in Bexar County, Texas and being more particularly described as follows:

BEGINNING at a point in the Southeast margin of Tejas Trail, the Northwest line of said Lot 4 and for the North corner of this herein described tract;

THENCE: **S 42°01'46" E – 451.29 feet**, severing said Lot 4; to a point in the Northwest margin of Camp Bullis Road, the Southeast line of said Lot 4 and for the East corner of this herein described tract;

THENCE: along and with the Northwest margin of Camp Bullis Road and generally with a chain-link fence the following 3 (three) courses:

1. **S 53°38'44" W – 146.67 feet**, to an angle point of this herein described tract;
3. **S 51°09'44" W – 149.40 feet**, to a Galvanized Fence Post found for an angle point of this herein described tract;
4. **S 46°52'36" W – 193.38 feet**, to a point at the intersection of the North margin of Camp Bullis Road and the current East margin of Tejas Trail, the East corner of a 0.0066 acre tract conveyed to Bexar County in Volume 4560, Page 1060 of Bexar County Official Public Records and for the south corner of this herein described tract;

THENCE: **N 76°04'44" W – 26.42 feet**, along and with the Northeast line of said 0.0066 acre tract and the current East margin of Tejas Trail, to a 1/2" Iron Rod found at the North corner of said 0.0066 acre tract and for an angle point of this herein described tract;

THENCE: **N 20°43'43" W – 207.07 feet**, along and with the East margin of Tejas Trail, to a 1/2" Iron Rod found at the South corner of a 0.0196 acre tract conveyed to Bexar County in Volume 4560, Page 1060 of Bexar County Official Public Records, at the point of curvature of a curve to the Right, and for an angle point of this herein described tract;

(Continued on Page 2)

JP



285 County Road 175
Leander, TX 78641
(844) 4-JAGGEO (V.)
(866) 486-8395 (F.)
TBPLS Firm No. 10170400

(Continuation of Page 1)

THENCE: **149.10 feet** along the arc of said curve to the **Right**, along and with the East line of said 0.0196 acre tract, along and with the current East margin of Tejas Trail, and generally with a wood privacy fence; said curve having a **Radius of 175.00 feet** and a Long Chord of **N 03°45'55" E - 144.64 feet**, to a 1/2" Iron Rod found at the North corner of said 0.0196 acre tract and a point of tangency of curve and for an angle point of this herein described tract;

THENCE: **N 28°12'51" E - 344.65 feet**, along and with the Southeast margin of Tejas Trail to the **POINT OF BEGINNING**, containing 3.684 acres, (160,490 SQ. FT.) of land more or less.

Unless this Field Notes Description, including preamble, seal and signature, appears in its entirety, and in its original form, surveyor assumes no responsibility or liability for its accuracy. All bearings, distances, and areas are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983; Scale Factor: 1.0001719053.

Plat to accompany this metes and bounds description.

This Field Note Description is true and correct to the best of my knowledge and belief based on data obtained from the Bexar County Clerk, The Bexar County Central Appraisal District and a Survey made On-The-Ground under my direct supervision on December 7, 2017.


Jordan R. Garrett
Registered Professional Land Surveyor
License No. 6154



171204.docx
Zone 0-2S

April 3, 2018
Page 2 of 2

JP



285 County Road 175
Leander, TX 78641
(844) 4 -JAGGEO (V.)
(866) 486 - 8395 (F.)
TBPLS Firm No. 10170400

FIELD NOTES

0.698 Acre Tract, being out of Lot 4, Block C of the Forest Crest Subdivision as recorded in Volume 2222, Page 294 of Bexar County Plat Records and being the same tract conveyed to John W. Booten III in Volume 7549, Page 1833 of Bexar County Official Public Records; situated in the City of San Antonio Survey, Abstract No. 178 and the Jos. Cox Survey, Abstract No. 155, New City Block No. 35936 in Bexar County, Texas and being more particularly described as follows:

BEGINNING at a point in the Southeast margin of Tejas Trail, the Northwest line of said Lot 4 and for the North corner of this herein described tract;

THENCE: S 42°01'46" E – 484.93 feet, severing said Lot 4, to a point in the Northwest margin of Camp Bullis Road, the Southeast line of said Lot 4 and for the East corner of this herein described tract;

THENCE: S 57°35'44" W – 55.41 feet, along and with the Northwest margin of Camp Bullis Road and the Southeast line of said Lot 4, to a point for the South corner of this herein described tract;

THENCE: S 53°38'44" W – 10.42 feet, along and with the Northwest margin of Camp Bullis Road and the Southeast line of said Lot 4, to a point for the South corner of this herein described tract;

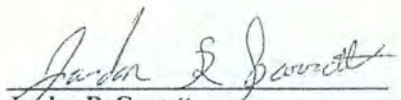
THENCE: N 42°01'46" W – 451.29 feet, severing said Lot 4, to a point in the Northwest line of said Lot 4, the Southeast margin of Tejas Trail, and for the West corner of this herein described tract;

THENCE: N 28°12'51" E – 69.07 feet, along and with the Southeast margin of Tejas Trail and the Northwest line of said Lot 4 to the **POINT OF BEGINNING**, containing 0.698 acres, (30,410 SQ. FT.) of land more or less.

Unless this Field Notes Description, including preamble, seal and signature, appears in its entirety, and in its original form, surveyor assumes no responsibility or liability for its accuracy. All bearings, distances, and areas are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983; Scale Factor: 1.0001719053.

Plat to accompany this metes and bounds description.

This Field Note Description is true and correct to the best of my knowledge and belief based on data obtained from the Bexar County Clerk, The Bexar County Central Appraisal District and a Survey made On-The-Ground under my direct supervision on December 7, 2017.


Jordan R. Garrett
Registered Professional Land Surveyor
License No. 6154



sp

EXHIBIT B Rezoning Request

