

AN ORDINANCE 2009-01-15-0043

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 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 Parcel 22 and Parcel 8, NCB 16325 from "R-6" Residential Single-Family District to "MF-25" Multi-Family District.

SECTION 2. 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 3. 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.

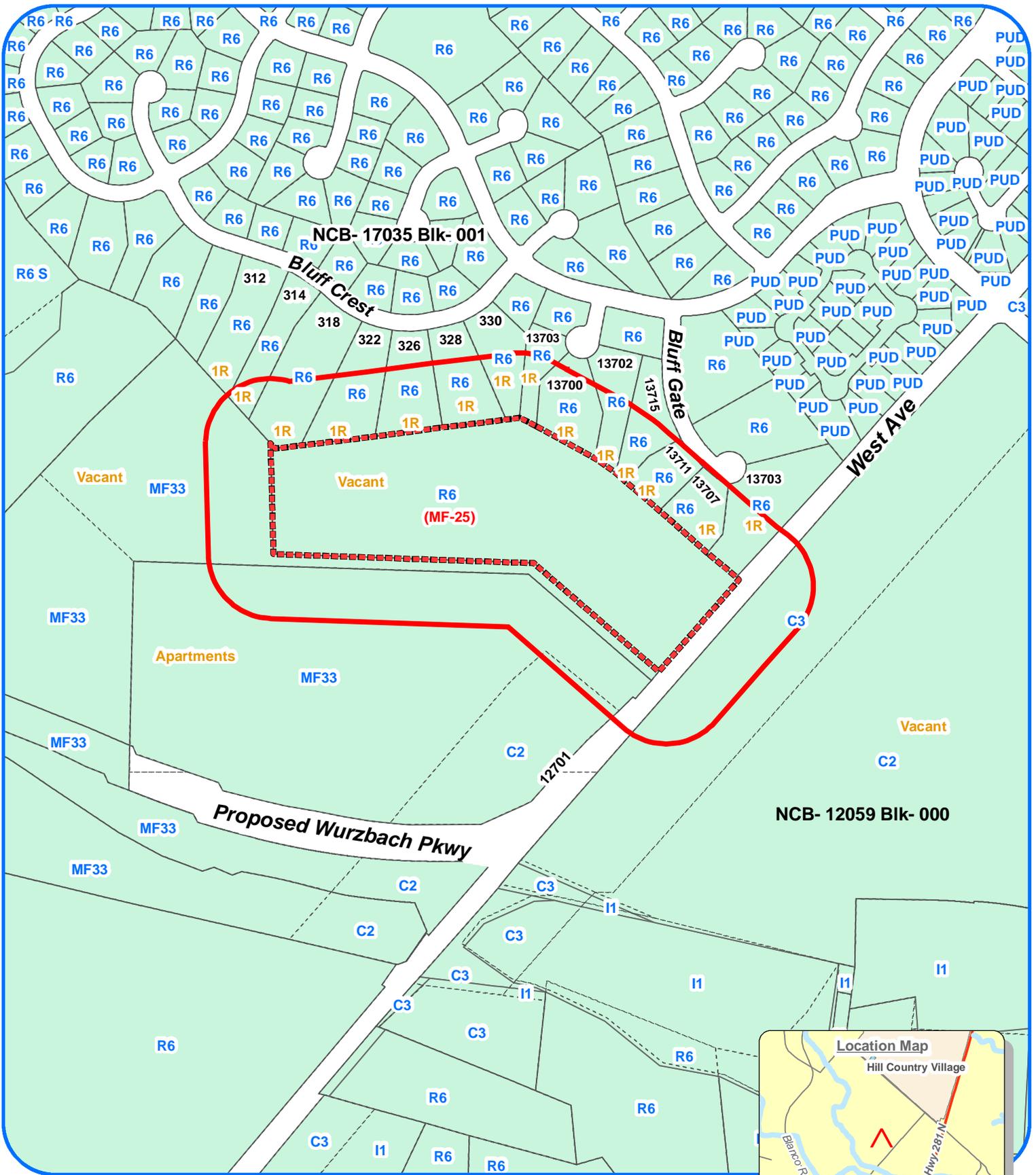
SECTION 4. This ordinance shall become effective January 25, 2009.

PASSED AND APPROVED this 15<sup>th</sup> day of January 2009.

  
M A Y O R  
PHIL HARBERGER

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
City Attorney  
For



# Zoning Case Notification Plan

## Case Z2008209

Council District 9

Scale: 1" approx. = 400'

Subject Property Legal Description(s): Parcel 22 and Parcel 8, NCB 16325

### Legend

- Subject Property  (12.93 Acres)
- 200' Notification Buffer
- Current Zoning R6
- Requested Zoning Change R6
- 100-Year FEMA Floodplain



City of San Antonio - Development Services Dept  
(6/24/2008)

Zoning Case # Z2008209 (Z-11)

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

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is executed by Tesoro Homes, Ltd. (the "Owner" or "Declarant").

**Recitals**

1. Whereas, Tesoro Homes, Ltd. is the owner of that certain tract (the "Burdened Property") that is approximately 29.605 acres (12.294 acres of which is the subject of Zoning Case No. Z2008209 and may hereinafter be referred to as the "12.294 acre burdened tract" and 16.681 acres of which is currently zoned MF 33 and may hereinafter be referred to as the "16.681 acre burdened tract"); and
2. Whereas, the "Declarant" submitted a zoning application to the City of San Antonio's ("City") Development Services Department (See Zoning Case No. Z 2008209); and
3. Whereas, the zoning application encompassed the "12.294 acre burdened tract;" and
4. Whereas, in order to protect the area which adjoins the "Burdened Property", the "Declarant" has agreed that certain restrictions be imposed on the "Burdened Property" for the benefit of each single-family residential property located in **Bluffview at Camino Real Homeowners' Association** area; and, which hereinafter shall be referred to as the "Benefitted Properties":

NOW THEREFORE, it is declared that the "Burdened Property" shall be held, sold and conveyed subject to the following restrictions, covenants and conditions:

**Restrictions & Conditions**

1. All exterior lighting installed on the "Burdened Property" shall be installed, regulated and maintained by the "Declarant" or person in control thereof in such a manner that the direct beam of any such light shall be oriented so that it will not glare upon any "Benefitted Property" and any illumination from direct or indirect lighting in, on, or over the ground at or beyond the boundary of the "Burdened Property" will be minimized. Preferably no street lighting; however, if city requires it, it must be dark sky lighting or low intensity.
2. A Site Plan is attached hereto as **Exhibit "A."** Twenty-eight lots within the "12.294 acre burdened tract" are designated on the Site Plan as "1-story" and no structure constructed on those twenty-eight lots may exceed one story in height. The lots within the "12.294 acre burdened tract" that are not designated on the Site Plan as "1-story" shall be allowed

structures not to exceed two stories in height. No structure on the "16.681 acre burdened tract" shall exceed two and one-half stories and the height of said structures shall be governed by the City of San Antonio's Unified Development Code. A legal description of the 12.294 acre burdened tract is attached hereto as Exhibit "B," a legal description of the 16.681 acre tract is attached hereto as Exhibit "C," and Exhibit "D" attached hereto contains references to the volume and page numbers of the plats of the "Benefited Properties" as recorded in the Real Property Records of Bexar County Texas.

3. As shown on the Site Plan, no more than 10.5 "dwelling units" per acre may be constructed on the "12.294 acre burdened tract" and no more than 15 "dwelling units" per acre may be constructed on the "16.681 acre burdened tract." In this provision the term "dwelling unit" shall have the meaning that is described the City of San Antonio's Unified Development Code as of the date of these covenants, and shall be limited to those types of "dwelling units" described in section 4 of these "Restrictions & Conditions," which is set out immediately below.
4. The "Burdened Property" shall be for residential use only and the development shall only include "Townhomes," or attached "Garden Homes," constructed on individually subdivided lots.
5. Developer shall construct all units with 100% masonry exterior on the front facade. All other facades shall be constructed of masonry, hardy plank, L.P. Smart Siding or substantially equivalent materials.
6. To the extent that it is practical from an engineering perspective, Developer shall be required to locate all buildings containing living units towards the property on which the current multi-family project ("Indian Hollow") is located, and to locate the entry road for the "Burdened Property" on the side toward the Bluff View Subdivision.
7. A buffer of 30 feet in width shall be maintained adjacent to and along the property line of the "Burdened Property" and the "Benefitted Properties." Said 30 foot Buffer Area shall only be used for landscaping, or natural vegetation which may not be removed
8. No permanent dumpster or trash receptacle shall be located on the "Burdened Property."
9. Privacy fencing, 6 feet in height, will be erected and maintained by Declarant, or his successors, along the property line between the "Benefitted" and "Burdened" properties.
10. These COVENANTS, CONDITIONS AND RESTRICTIONS shall become effective upon the approval of Zoning Case No. Z 2008209 by the City Council of the City of San Antonio, and the "12.294 acre burdened tract" being rezoned to a zoning designation that allows 10.5 "dwelling units" per acre and such zoning being maintained on the property.
11. The "Burdened Property" shall have a mandatory Homeowners Association.
12. The name of the development of the 29.605 acre "Burdened Property" shall not include the words "Bluff", "Bluffview" or "Camino Real"

### General Provisions

1. Declarant agrees that invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
2. Declarant agrees that these restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the "Burdened Property". Consequently, the restrictions, covenants, and conditions shall run with the "Burdened Property" and shall be binding on all parties having any right, title or interest in the "Burdened Property" in whole or part, and their successors and assigns.
3. Declarant agrees that the covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period, the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless earlier terminated or amended by instrument executed by at least three-fourths of the owners of the "Benefitted Properties".
4. Declarant agrees that if any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.
5. This Declaration shall be liberally construed to effectuate its purpose of providing certain protections for the owners of the "Benefitted Properties," who shall have sole standing to enforce this Declaration, in order to ensure the "Burdened Property" and the uses thereon are compatible with the area.
6. It is understood and agreed by the Declarant that upon the sale of the "Burdened Property" by the Declarant or any other purchaser or developer of the "Burdened Property," the Declarant shall be released from any and all liability and responsibility under this Declaration, excepting only liability that the Declarant may already have for any breach of Declarant's obligations under this Declaration that occurred prior to the sale of the "Burdened Property" by the Declarant.
7. Declarant hereby agrees that upon receipt of notice of any alleged violation of these restrictive covenants, Declarant will resolve the alleged default of said restrictive covenants within 30 days of said notice. All notices of alleged violation must be in writing.
8. Escrow Agent hereby agrees to assure that proper disclosure of these restrictions are provided to subsequent purchasers, and shall notify the **Bluffview at Camino Real Homeowners' Association** of the name and contact information of such purchasers.

[Signatures on Following Page]

WHEREFORE, this Declaration is executed this 10th day of Nov, 2008, at San Antonio, Texas.

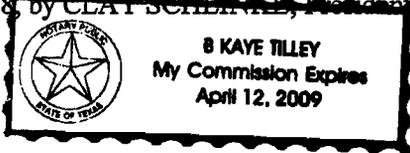
**DECLARANT:**

**TESORO HOMES, LTD.**

By: [Signature]  
**Clay Schlinke, President and CEO**

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 10th day of Nov, 2008, by CLAY SCHLINKE, President and CEO of Tesoro Homes, Ltd.



B. Kaye Tilley  
NOTARY PUBLIC, STATE OF TEXAS

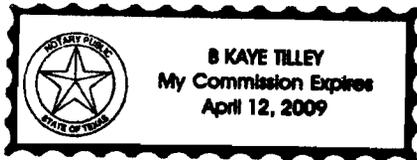
**ESCROW AGENT:**

Earl and Associates P.C. agrees to provide notification of these **COVENANTS, CONDITIONS AND RESTRICTIONS** to any and all parties obtaining a future interest in the Burdened Property.

By: [Signature]  
**David L. Earl, President**

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 10th day of Nov, 2008, by DAVID L. EARL, President of Earl & Associates, P.C.

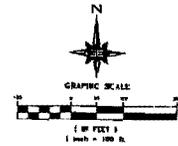
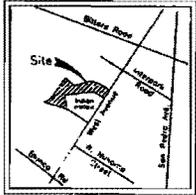


B. Kaye Tilley  
NOTARY PUBLIC, STATE OF TEXAS

**AFTER RECORDING, RETURN TO:**

**David L. Earl  
Earl & Associates, P.C.  
15303 Huebner, Building 15  
San Antonio, Texas 78248**

# **EXHIBIT A**

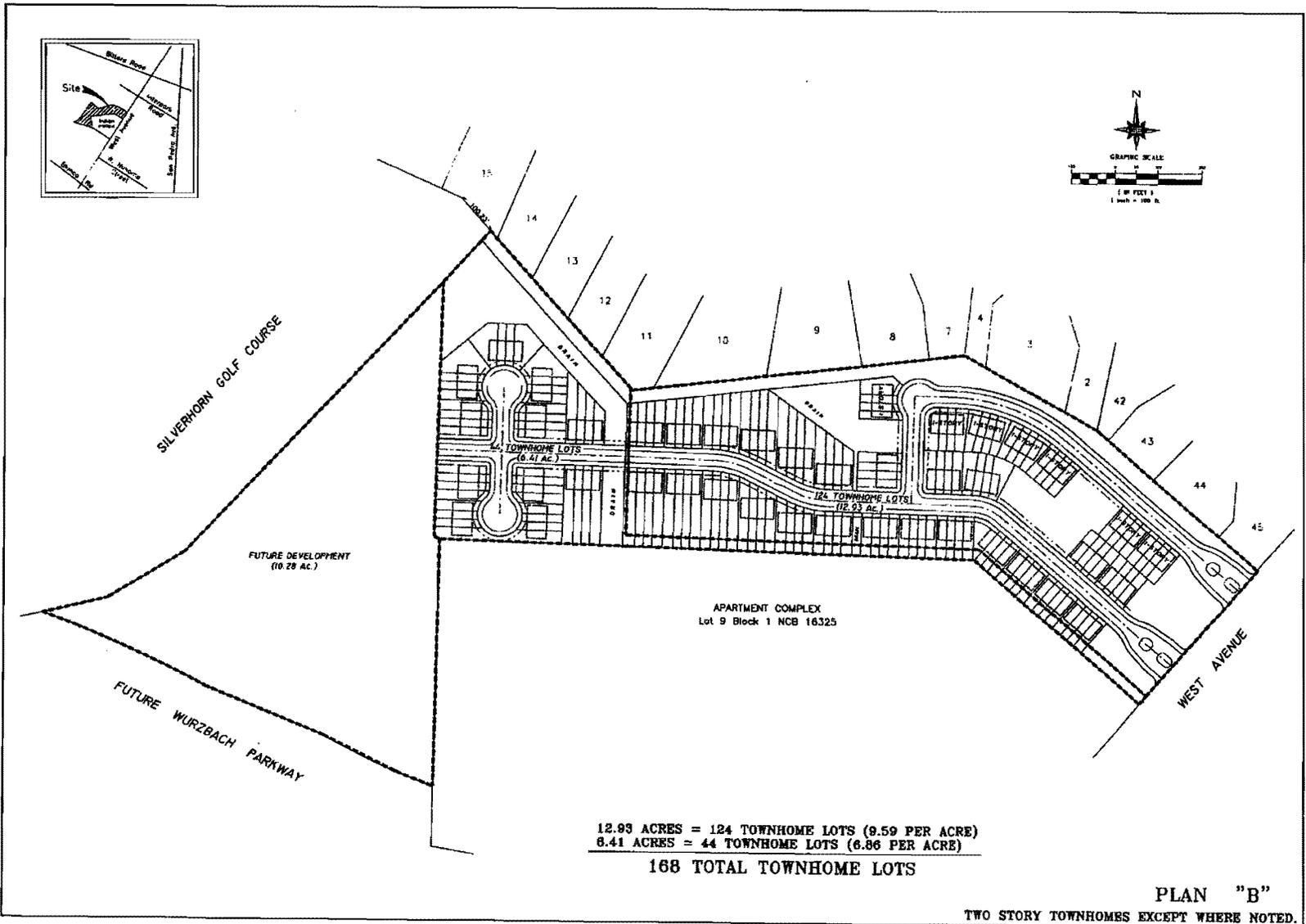


REVISIONS	
date	description

**BRIDGES**  
 CONSULTING & ENGINEERING LTD.  
 618 BROADWAY  
 SAN ANTONIO, TX 78208  
 (512) 622-1031  
 (512) 622-1032

PRELIMINARY LANDPLAN  
 FOR  
 WEST AVENUE TRACT  
 SAN ANTONIO, TEXAS

DATE: 09/03/08  
 JOB No. 2007-79  
 1 SHEET OF 1



# **EXHIBIT B**

October 23, 2008

FIELD NOTES  
FOR A  
12.924 ACRE TRACT  
SAN ANTONIO, BEXAR COUNTY, TEXAS

Being a 12.924 acre tract of land out of the S.N. Dobie Survey No. 79, Abstract No. 841, County Block 4985, and recorded in Volume 13268, Page 2498, of the Official Public Records of Bexar County, Texas, and more particularly described as follows:

Beginning at a set iron rod for the Northeast corner of this tract of land and said corner being on the Northwesternly right-of-way of West Avenue;

THENCE; following said right-of-way of West Avenue, S 41°-06'-25" W, a distance of 288.87 feet to a set iron rod for a corner;

THENCE; continuing along said right-of way of West Avenue, S 40°-52'-02" W, a distance of 93.98 feet to a found iron rod for the Southeast corner of this tract of land;

THENCE; departing said right-of-way of West Avenue, N 49°-08'-22" W, a distance of 507.04 feet to a found iron rod for a corner;

THENCE; N 88°-08'-39" W, a distance of 805.34 feet to a found iron rod for the Southwest corner of this tract of land, and for a common corner with a 16.681 acre tract as recorded in Volume 13166, Pg. 1570 of the Official Public Records of Bexar County, Texas;

THENCE; along the common boundary with said 16.681 acre tract N 01°-50'-11" E, a distance of 340.51 feet to a found iron rod for the Northwest corner of this tract of land and being on the South boundary of Bluffview of Camino Real Subdivision Unit 1, as recorded in volume 8100, Pg 35 of the Deed and Plat Records of Bexar County;

THENCE; following the Southern boundary of Bluffview of Camino Real Subdivision unit 1, S 39°-55'-44" E, a distance of 5.66 feet to a set iron rod for a corner;

THENCE; continuing along said Southern boundary of Bluffview of Camino Real Subdivision Unit 1, N 83°-27'-01" E, a distance of 762.14 feet to a found iron rod for a corner;

THENCE; S 60°-16'-41" E, a distance of 346.81 feet to a found iron rod for the Southeast corner of said Bluffview of Camino Real Subdivision Unit 1;

THENCE; along the Southwestern boundary of Bluffview of Camino Real Subdivision Unit 3, as recorded in Volume 8800, Pg 121 of the Deed and Plat Records of Bexar County, Texas, S 48°-54'-08 E, a total distance of 486.88 feet to the Point of Beginning.



*George Ozuna*  
George Ozuna, Jr., R.P.L.S.  
Registered Public Land Surveyor

# **EXHIBIT C**

October 23, 2008

FIELD NOTES  
FOR A  
16.681 ACRE TRACT  
SAN ANTONIO, BEXAR COUNTY, TEXAS

Being a 16.681 acre tract of land as recorded in Volume 13166, Page 1570 of the Official Public Records of Bexar County, Texas, and originally identified as being out of the S.N. Dobie Survey No. 79, Abstract 841, County Block 4985, now in N.C.B. 16325, and recorded in Volume 13166, page 1570 of the Official Public Records of Real Property of Bexar County, Texas, and being more particularly described as follows;

Beginning at a found iron rod for the most Southern corner of the 16.681 acre tract of land and said corner being a point on a curve on the North right-of-way line of the "Proposed Wurzbach Parkway" and being the Southwest corner of Lot 9, Block 1, N.C.B. 16325, Ventana Subdivision, Volume 9528, Page 30 of the Deed and Plat Records of Bexar County, Texas;

THENCE, following the North right-of-way of the "Future Wurzbach Parkway" and along a curve to the right having a radius of 3394.52 feet, a delta angle of  $01^{\circ}-32'-48''$ , an arc length of 91.64 feet, to a point of compound curvature for a corner;

THENCE, following a curve to the right having a radius of 1375.50 feet, a delta angle of  $07^{\circ}-35'-38''$ , an arc length of 182.30 feet, to a non-tangent point for a corner;

THENCE, continuing along said "Future Wurzbach Parkway" right-of-way, N  $67^{\circ}-41'-55''$  W, a distance of 286.99 feet to a found TxDOT monument for a non-tangent point of a curve for a corner;

THENCE, along a curve to the left having a radius of 2824.62 feet, a central angle of  $06^{\circ}-32'-48''$ , an arc length of 322.74 feet, to a found TxDOT monument for a compound curvature point for a corner;

THENCE, continuing along said "Future Wurzbach Parkway" right-of-way with a curve to the left having a radius of 1908.15 feet, a central angle of  $02^{\circ}-35'-03''$ , an arc length of 86.06 feet, to a found TxDOT monument for the most Western corner of the herein described tract of land;

THENCE, departing the proposed North right-of-way of the "Future Wurzbach Parkway" and following the West boundary of the 16.681 acre tract, N  $76^{\circ}-54'-06''$  E, a distance of 154.36 feet to a found iron rod for a corner;

THENCE, N  $58^{\circ}-34'-24''$  E, a distance of 202.61 feet to a found iron rod for a corner;

THENCE, N  $42^{\circ}-48'-05''$  E, a distance of 1014.21 feet to a found iron rod for the most Northern corner of the herein described tract of land and being on the Southwest boundary line of Bluffview of Camino Real Subdivision, Unit 1 as recorded in volume 8100, Pages 35-37 of the Deed and Plat Records of Bexar County, Texas;

THENCE, along the common boundary line with said Bluffview of Camino Real Subdivision Unit One, S 41°-33'-34" E, a distance of 479.12 feet to a found iron rod for a corner;

THENCE, departing the said common boundary line with Bluffview of Camino Real Subdivision Unit One, and following the common boundary with a 12.924 acre tract as recorded in Volume 13268, Page 2498 of the Official Public Records of Real Property of Bexar County, Texas, S 01°-50'-11" W, a distance of 340.51 feet to a found iron rod for a corner;

THENCE, along the South boundary line of said 12.924 acre tract, S 88°-08'-39" E, a distance of 805.34 feet to a found iron rod for a corner;

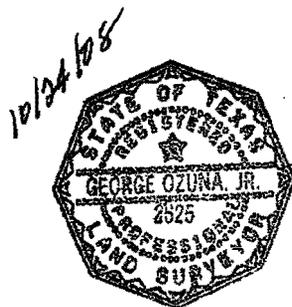
THENCE, S 49°-08'-22" E, a distance of 507.04 feet to a found iron rod for a corner and said corner being on the Northwest right-of-way of West Avenue;

THENCE, along said Northwest right-of-way of West Avenue, S 40°-56'-21" W, a distance of 24.93 feet to a found iron rod for a corner;

THENCE, departing the Northwest right-of-way of West Avenue, and following the common boundary line with said Lot 9, Block 1, N.C.B. 16325, Ventana Subdivision, N 49°-09'-47" W, a distance of 498.48 feet to a found iron rod for a corner;

THENCE, along the North boundary line of said Lot 9, Block 1, N.C.B. 16325, N 88°-09'-14" W, a distance of 1217.26 feet to a found iron rod for a corner;

THENCE, along the West boundary line of said Lot 9, Block 1, N.C.B. 16325, S 01°-13'-21" W, a distance of 567.76 feet to the Point of Beginning.



*George Ozuna, Jr.*  
George Ozuna, Jr., R.P.L.S.  
Registered Public Land Surveyor

