

ORDINANCE

2022-08-18-0633

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 Lot 34, Block A, NCB 8695, generally located at 127 Rainbow Drive, from "MF-33 MC-3 AHOD" Multi-Family Austin Highway/Harry Wurzbach (TAPS Memorial Boulevard) Metropolitan Corridor Overlay Airport Hazard Overlay District and "MF-33 AHOD" Multi-Family Airport Hazard Overlay District to "IDZ-2 MC-3 AHOD" Medium Intensity Infill Development Zone Austin Highway/Harry Wurzbach (TAPS Memorial Boulevard) Metropolitan Corridor Overlay Airport Hazard Overlay District with uses permitted for an "MF-40" Multi-Family District and "IDZ-2 AHOD" Medium Intensity Infill Development Zone Airport Hazard Overlay District with uses permitted in "MF-40" Multi-Family District (All overlay districts remain unchanged).

SECTION 2. The City council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan 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 August 28, 2022.

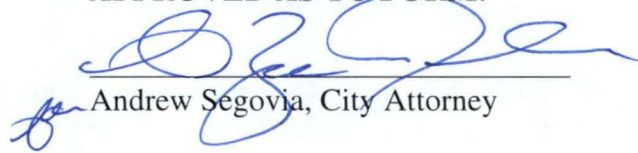
PASSED AND APPROVED this 18th day of August, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting August 18, 2022

38.

2022-08-18-0633

ZONING CASE Z-2022-10700044 (Council District 10): Ordinance amending the Zoning District Boundary from "MF-33 MC-3 AHOD" Multi-Family Austin Highway/Harry Wurzbach (TAPS Memorial Boulevard) Metropolitan Corridor Overlay Airport Hazard Overlay District and "MF-33 AHOD" Multi-Family Airport Hazard Overlay District to "IDZ-2 MC-3 AHOD" Medium Intensity Infill Development Zone Austin Highway/Harry Wurzbach (TAPS Memorial Boulevard) Metropolitan Corridor Overlay Airport Hazard Overlay District with uses permitted in "MF-40" Multi-Family District and "IDZ-2 AHOD" Medium Intensity Infill Development Zone Airport Hazard Overlay District with uses permitted in "MF-40" Multi-Family District on Lot 34, Block A, NCB 8695, generally located at 127 Rainbow Drive. Staff and Zoning Commission recommend Approval.

Councilmember Courage moved to Approve on Zoning Consent. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Pelaez, Courage, Perry

Absent: Sandoval

Exhibit “A”

Z-2022-10700044

- Proposed Development: multifamily residential with up to 37.6 units per acre
- Current Zoning: MF-33
- Proposed Zoning: IDZ-2 with uses permitted in "MF-40"
- Property Size: +/- 1.73 acres (75,358.8 sq. ft.)
- Parking spaces per UDC requirements
- Up to 100% impervious cover

I, HTV Alamo Heights Property, LLC, the property owner for property generally located at 127 Rainbow Drive, City of San Antonio, County of Bexar, State of Texas (BCAD ID: 420966) acknowledge 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.

ADJACENT PROPERTY INFORMATION
(VOL. 884, PG. 34, D.P.A.)
OWNER NAME: MANANA ACQUISITION CORP.

50' SETBACK HEIGHT
RESTRICTION FROM
A POTENTIAL SINGLE
FAMILY USE (S2-0)

±0.06 ACRES

LOT 26, BLOCK A, N.C.S. 8888
VANDER VILLA
(VOL. 884, PG. 18, D.P.A.)
OWNER NAME: ADARF WATERFORD PORTFOLIOS INC.

LOT 26, BLOCK A, N.C.S. 8888
VANDER VILLA
(VOL. 884, PG. 18, D.P.A.)
OWNER NAME: ADARF WATERFORD PORTFOLIOS INC.

LOT 24, BLOCK A, N.C.S. 8888
AMENDING PLAT OF JUSTIN HWY. SUBDIVISION
(VOL. 884, PG. 18, D.P.A.)
OWNER: GUERRERO ANTONIO & ROSE

LOT 24, BLOCK A, N.C.S. 8888
AMENDING PLAT OF JUSTIN HWY. SUBDIVISION
(VOL. 884, PG. 18, D.P.A.)
OWNER: RAY EVA ROSE & RAY SOPH OASER

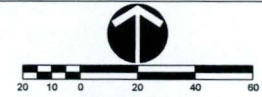
14' BLDG. SETBACK
& 6' C&G SETBACK
(VOL. 884, PG. 18, D.P.A.)

30' BLDG. SETBACK
(VOL. 884, PG. 18, D.P.A.)

7' BLDG. SETBACK
(VOL. 887, PG. 126, D.P.A.)

30' BLDG. SETBACK
(VOL. 218, PG. 28, D.P.A.)

TOT LOT
TOTAL LOT AREA: 75,358.8 SQ. FT.
TOTAL LOT ACRES: ±0.06



SCALE 1" = 20'-0"

THESE CALCULATIONS, NOTES, AND ASSUMPTIONS ARE FOR INTERNAL USE ONLY AND ARE NOT TO BE REPLICATED ON ANY FORMAL OR INFORMAL MUNICIPAL SUBMITTALS.

SITE CALCULATIONS			
TOTAL UNITS (+/-)	IDZ PERMITTED	PROVIDED	
1 BEDROOM	NA	65	
2 BEDROOM	NA	14	12%
3 BEDROOM	NA	51	40%
4 BEDROOM	NA	18	9%
AVERAGE UNIT SIZE	NA	1.73	
GROSS ACREAGE	NA	1.73	
GROSS DENSITY	NA	37.6/ACRE	

The average unit size is 970 sq. ft. per the client. The residential buildings shown are 70' modules. A 15% core factor has been subtracted from the buildings including the corridors, as well as area for the base office and clubhouse. This core factor allows for elevators, stairwells and unobstructed areas in the buildings.

CLIENT PARKING CALCULATIONS			
PARKING REQUESTED			
CATEGORY	MIX	SPACES	RATIO
1 BEDROOM	14	24	1.50
2 BEDROOM	21	47	2.25
3 BEDROOM	18	27	1.50
TOTAL REQUESTED PER CLIENT		98	1.50
PARKING PROVIDED (EXCLUDES ACCESSIBLE AND LEASE)			
CATEGORY	SPACES	BATH	
RESIDENTIAL	59		
COMPACT	36		
TOTAL PROVIDED PER CLIENT		95	1.31 (SP/OU) 0.64 (SP/BED)

NOTES:

- THIS PLAN IS FOR MASSING PURPOSES ONLY. A MORE DETAILED PLAN WILL BE REQUIRED TO CONFIRM PROJECTED YIELD.
- BUILDING FOOTPRINTS WERE PROVIDED BY THE PROJECT ARCHITECT. THIS FOOTPRINT IS SUBJECT TO CHANGE. THE PROJECT ENGINEER SHOULD CONFIRM THAT ALL ARCHITECTURAL INFORMATION IS CURRENT BEFORE THE RELEASE OF ANY PERMITS.
- THE BOUNDARY WAS TAKEN FROM THE LOCAL ONLINE GIS DATABASE.
- A FIELD RUN TOPOGRAPHIC SURVEY IS NOT AVAILABLE AT THIS TIME. ADJUSTMENTS TO THE LAYOUT DUE TO GRADING CONCERNS MAY BE REQUIRED ONCE A TOPOGRAPHIC SURVEY HAS BEEN PROVIDED.
- A DETAILED ANALYSIS OF STATE, COUNTY, AND CITY ORDINANCES GOVERNING THE DEVELOPMENT OF THIS PROJECT HAS NOT BEEN PERFORMED. ORDINANCE ANALYSIS WILL BE REQUIRED TO CONFIRM PROJECTED YIELDS.
- THE PROPOSED RESIDENTIAL BUILDING IS 4-STORY.

ASSUMPTIONS:

- THIS PLAN ASSUMES NO STORM WATER MANAGEMENT IS REQUIRED FOR THIS SITE.
- THIS SITE IS LOCATED IN SAN ANTONIO, TEXAS.
- THIS PLAN ASSUMES A REZONE TO IDZ ZONING CRITERIA WAS TAKEN FROM THE ONLINE ZONING ORDINANCE.
- THIS PROJECT IS SUBJECT TO THE INTERNATIONAL BUILDING CODE AND FIRE CODE.
- THIS PLAN ASSUMES THAT THE BUILDINGS HAVE SPRINKLER SYSTEMS, ALLOWING A MAX FIRE HOSE LAY OF 200 LF.
- THIS PLAN ASSUMES NO ADDITIONAL ROW DEDICATION IS REQUIRED ALONG THE FRONTAGE.
- TO MAXIMIZE PARKING, THIS PLAN ASSUMES AN INTERNAL TRASH ROOM.
- THERE IS NO MINIMUM OR MAXIMUM SETBACK, HOWEVER, THE ARCHITECT WILL NEED TO CONSIDER THE BUILDING CODE, FIRE CODE AND CONSTRUCTION REQUIREMENTS. THE BUILDING SEPARATION FROM EXISTING STRUCTURES IS ASSUMED TO BE ADEQUATE.
- MINIMUM AND MAXIMUM PARKING SPACE REQUIREMENTS DO NOT APPLY WITHIN THIS ZONING DISTRICT.

Exhibit "A"



LEE
AND ASSOCIATES

1401 W KOENIG LANE
AUSTIN, TX 78756
(512) 345-4477
www.leeandassociates.com

the
NRP
group

DATE	2/10/2022
PROJ. NO.	2929
FILE NAME	2929 BASE 4

CLOUDHAVEN
SAN ANTONIO, TEXAS
CONCEPTUAL SITE PLAN

THIS DRAWING IS
NOT FOR
REGULATORY
APPROVAL OR
CONSTRUCTION

CSP-1

**DECLARATION OF RESTRICTIVE COVENANTS
127 RAINBOW**

This **DECLARATION OF RESTRICTIVE COVENANTS** (this “Declaration”) is executed by and between **CLOUDHAVEN APARTMENTS LTD.**, a Texas limited partnership (the “Declarant”) and the **OAK PARK-NORTHWOOD NEIGHBORHOOD ASSOCIATION, INC.**, a Texas nonprofit corporation (the “Association”). The Declarant and Association shall hereafter be collectively referred to as “Parties” or in the singular as “Party”.

**ARTICLE I.
DEFINITIONS**

1.1 “Association” shall refer to the Oak Park-Northwood Neighborhood Association, a Texas nonprofit corporation, and includes all current and future members of the voluntary organization.

1.2 “Declarant” shall refer to Cloudbhaven Apartments, Ltd., a Texas limited partnership.

1.3 “City” shall refer to the City of San Antonio, Texas.

1.4 “City Council” shall refer to the City Council of the City.

1.5 “Development” shall refer to the proposed residential development on the Subject Property, constructed, or caused to be constructed by the Declarant.

1.6 “Rezoning Request” shall refer to the request to rezone the Property from “MF-33 MC-1 AHOD” (Multifamily Austin Highway/Harry Wurzbach (TAPS Memorial Boulevard) Metropolitan Corridor Overlay Airport Hazard Overlay District) and “MF-33 AHOD” (Multifamily Airport Hazard Overlay District) to “IDZ-2 MC-1 AHOD” (Medium Intensity Infill Development Zone Austin Highway/Harry Wurzbach (TAPS Memorial Boulevard) Metropolitan Corridor Overlay Airport Hazard Overlay District with uses permitted in “MF-40”) and “IDZ-2 AHOD” (Medium Intensity Infill Development Zone Airport Hazard Overlay District with uses permitted in “MF-40”), which was filed with the City on February 14, 2022 in application number Z-2022-10700044.

1.7 “Site Plan” shall refer to the proposed plan for construction of the Development, including building placement/configuration, building height, and property line setbacks, attached hereto as “**Exhibit A**”.

1.8 “Subject Property” shall refer to an approximately 1.78-acre tract of land, generally located at 127 Rainbow Drive, Lot 34, Block A, NCB 8695, and being more particularly described and shown on “**Exhibit B**”.

1.9 “UDC” shall refer to the Chapter 35 of the City’s Code of Ordinances, the Unified Development Code.

ARTICLE II. RECITALS

2.1 **WHEREAS**, the recitals set forth herein are included as if set out in full and are part of this Declaration and are binding on the Parties;

2.2 **WHEREAS**, the Association is a non-profit corporation designated as the form of administration of the Oak Park-Northwood Neighborhood and vested with the rights, powers, privileges and duties necessary to and incidental to the retention, preservation, and improvement of the character of area in and surrounding the current and future boundaries of the Oak Park-Northwood Neighborhood being more particularly described in the Association’s bylaws;

2.3 **WHEREAS**, the Property is the subject of the Rezoning Request;

2.4 **WHEREAS**, Declarant and the Association have negotiated the following restrictions and Declarant has agreed to impose the following restrictions upon the Subject Property in exchange for the Association’s support for the above referred Rezoning Request;

2.5 **WHEREAS**, this Declaration, notwithstanding any provision to the contrary, is only applicable to the Development, as defined herein; and

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

ARTICLE III. RESTRICTIONS

3.1 **Frontage Improvements:** Declarant agrees to construct or cause the construction of sidewalks, curbs, and pavement improvements along the Subject Property’s frontage on Rainbow Drive. Further, Declarant agrees to utilize commercially reasonable practices to ensure the portion of the Subject Property fronting on Rainbow Drive is not utilized for on-street parking.

3.2 **Density:** Declarant agrees that no more than sixty-five (65) residential units shall be constructed on the Subject Property, regardless of the density permitted pursuant to the Rezoning Request.

3.3 **Parking:** Declarant agrees the Development will have a minimum of eighty-five (85) total parking spaces. Declarant agrees a minimum of sixty-five (65) spaces will be allocated for residents within the Development and an additional twenty (20) parking spaces will serve as overflow, handicapped, and/or visitor parking.

3.4 **Exterior Lighting.** Declarant agrees to that exterior light fixtures within the Development will utilize light emitting diode (“LED”) lighting with such light fixtures final placement being away from adjacent single-family residential properties so as not to shine directly onto the adjacent single-family residential properties. Additionally, exterior light fixtures shall utilize the lowest intensity lighting (light intensity measured by lumens per square foot) permitted by the UDC and other applicable laws. This paragraph and the restrictions herein shall at all times be subject to UDC and other governmental or quasi-governmental regulations, as well as reasonable exceptions for security lighting. Moreover, this paragraph and the restrictions herein shall not apply to lighting owned or operated by governmental entities such as street lights owned and/or operated by CPS Energy.

3.5 **Amenities and Programs.** Declarant agrees the Development will include amenities for resident use and enjoyment. Amenities offered in the Development may include, but are in no manner limited to: business center, health and fitness center, and children’s activity area. Moreover, Declarant agrees the Development will offer residents with certain services, which may include, but are not limited to: computer training, financial literacy, summer programs, and field trips.

3.6 **Resident Screening and Selection.** Declarant agrees the Development will comply with all state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Declarant further agrees that screening criteria will be applied in a manner consistent with applicable laws including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, and the Texas Department of Housing and Community Affairs (“TDHCA”) guidelines.

3.7 **Landscaping:** Declarant agrees to make commercially reasonable efforts to preserve any “Heritage Trees” (as defined by the UDC) on the Property located outside of the building and parking footprints shown on the Site Plan. Declarant further agrees to utilize commercially reasonable efforts to include mature native trees (as recommended in the UDC) within the Development.

3.8 **Open Space:** Declarant agrees not to develop the Subject Property with 100% impervious cover, and further agrees to use commercially reasonable efforts to reduce impervious cover where practicable. Moreover, development of the Subject Property will include open space areas as shown on the Site Plan.

3.9 **Maintenance:** Declarant agrees to keep the Subject Property at all times during construction and operation in a sightly condition in a manner consistent with similar properties in the metropolitan San Antonio area, including regular maintenance of the buildings and exterior paint thereon, landscaping, pavement, and fencing located on the Subject Property. Such maintenance obligation shall include and specifically apply to any drainage/stormwater control infrastructure located on the Subject Property.

3.10 **Neighborhood Commitment:** Declarant agrees to provide verbal and/or written support for the Association's efforts to improve Rainbow Drive so long as the same do not have an adverse impact on the Development. Specifically, the Declarant commits to provide verbal or written support for the following improvements: traffic light timing at the intersection of Rainbow Drive and Austin Highway; speed bumps along Rainbow Drive; and addition of posted speed limit signs along Rainbow Drive. In no event shall this paragraph be interpreted as Declarant's agreement to pay for or construct the improvements mentioned in this paragraph; all improvements mentioned in this paragraph shall be paid for and constructed by a third party.

3.11 **Zoning Case Support:** In consideration for the restrictions granted in this Declaration, the Association shall agree to not oppose, and to support, Declarant's application for rezoning of the Subject Property in Zoning Case Number Z-2022-10700044 that is pending or may be held before the City's Zoning Commission and City Council.

ARTICLE IV. GENERAL PROVISIONS

4.1 **GOVERNING LAW.** THIS DECLARATION 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.

4.2 **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.

4.3 **Interpretation.** In the interpretation of the provisions of this Declaration, there shall be no presumption made in favor or against the Party drafting this Declaration. This Declaration has been jointly negotiated between the Parties and shall not be construed against a Party because the Party may have assumed responsibility for the drafting of this Declaration.

4.4 **Headings.** The headings and other captions contained in this Declaration are for convenience of reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Declaration.

4.5 **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.

4.6 **Term.** Every covenant, condition, and restriction contained herein shall run with the land and be binding upon the Subject Property and Declarant for a period of fifteen (15) years from and after the date this Declaration is executed, after which time this Declaration, shall be automatically extended for successive periods of fifteen (15) years each unless and until an instrument, signed by the Declarant and the Association shall have been recorded in the Bexar County Real Property Records. Should the Declarant sell or convey the right, title, or interest in the Property, this Declaration shall run with the Subject Property and shall be binding on all parties having any right, title, or interest in the Subject Property in part or in whole, and their heirs, successors, and assigns. The party obtaining the right, title, or interest in the property shall have the authority granted to the Declarant to execute a signed instrument recorded in the Bexar County Real Property Records to terminate or amend this Declaration. Should the Association cease to exist, solely the Declarant or its successor or assigns shall have the authority to execute a signed instrument, that shall be recorded in the Bexar County Real Property Records to terminate these Declarations.

4.7 **Assignment.** This Declaration, and any and all authority hereunder, may be fully transferred and assigned by the Declarant, provided that such assignment is evidenced by a written instrument signed by the Declarant and the assignee. Upon any assignment by Declarant in accordance with this Declaration, Declarant shall have no further duties or responsibilities under this Declaration and such assignee shall be solely responsible for compliance with and fulfillment of all covenants, conditions, restrictions, and duties under the Declaration after the date of such assignment.

4.8 **Waiver, Amendment, & Termination.** The Association and the Declarant may effectively waive, amend, and/or terminate the applicability of any of the terms set forth herein (including the Declaration in its entirety), but only if approved by the Parties, as evidenced by a written instrument executed by the Parties. Such waiver, amendment, or termination shall be acknowledged before a Notary Public, shall specifically reference this Declaration, and shall be duly recorded in the Bexar County Real Property Records.

4.9 **Future Rezoning.** This Declaration does not prohibit any possible future rezoning requests for the Property for any other development not subject to this Declaration.

4.10 **Default.** The failure by the Declarant to observe or perform any of the terms of this Declaration, within thirty (30) calendar days after the issuance of a written notice by the Association, specifying the nature of the default claimed, shall constitute a default hereunder, unless the Declarant commences its curative efforts within said 30-day period and prosecutes

same to completion with all reasonable diligence until completed. The Association may only issue notice of default as an organization and pursuant to formal action signed by the Association president or appointed representative, approved by a majority of unit owners within the Oak Park-Northwood Neighborhood. No individual member of the Association or Oak Park-Northwood Neighborhood may issue notice of default. The failure by the Association to observe or perform any of the terms of this Declaration, within thirty (30) calendar days after the issuance of a written notice by the Declarant, specifying the nature of the default claimed, shall constitute a default hereunder.

4.11 **Enforcement.** Declarant agrees that the Association is the direct intended beneficiary 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. Should the Declarant sell or convey the right, title, or interest of the Property in whole or in part, the heirs, successors, or assigns of the Declarant shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration.

4.12 **Entire Agreement.** This Declaration reflects the entire agreement between the Association and the Declarant.

4.13 **Recordation.** This Declaration shall be recorded at closing in the Bexar County Real Property Records, in no event shall recordation of this Declaration extend beyond thirty (30) days from the Declarant's closing on the Subject Property. This Declaration shall not be effective unless and until the Declaration is recorded in the Bexar County Real Property Records.

4.14 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted or assumed under this Declaration.

4.15 **Counterparts.** This Declaration may be executed in single or multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

4.16 **Exhibits.** Any exhibits to this Declaration are incorporated herein by reference for all purposes wherever reference is made to the same.

4.17 **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.

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, shall be as follows:

DECLARANT:

The NRP Group LLC
Attention: Jason Arechiga
200 Concord Plaza Dr., Ste. 900
San Antonio, Texas 78216

With copies to:

The NRP Group LLC
Attn: General Counsel
1228 Euclid Ave., 4th Floor
Cleveland, OH 44115

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

ASSOCIATION:

Oak Park-Northwood Neighborhood Association, Inc.
Attention: Gina Galaviz-Eisenberg,
President, Oak Park-Northwood Neighborhood Association, Inc.
PO Box 17093
San Antonio, Texas 78217-0093

With Copies To:

Lori Tips
Attention: Registered Agent for the Oak Park-Northwood Neighborhood Association, Inc.
209 El Rancho Way
San Antonio, Texas 78209

The Declarant and the Association may, from time to time, change their respective mailing addresses and/or designated representative, and each has the right to specify as its address any

Restrictive Covenants
127 Rainbow

other address within the United States of America and/or designated representative by giving at least five (5) days written notice to the other party.

IN WITNESS THEREOF, this Declaration is fully executed on the last date of the signatures of the Parties and shall be effective on the date of recordation.

-Signatures on Following Page(s)-

ACKNOWLEDGMENT OF DECLARATION OF RESTRICTIVE COVENANTS

The foregoing Declaration of Restrictive Covenants has been reviewed and is hereby acknowledged by Noam Magence for Clouthaven Apartments Ltd., a Texas limited partnership.

DECLARANT:

CLOUTHAVEN APARTMENTS LTD.,
a Texas limited partnership

By: [Signature]
Name: Noam Magence
Title: Authorized Signatory

DECLARANT ACKNOWLEDGEMENT

STATE OF Ohio

§
§
§

COUNTY OF Cuyahoga

This instrument was acknowledged before me on the 16th day of August, 2022 by Noam Magence, on behalf of Clouthaven Apartments Ltd. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

[Signature]
Notary Public in and for the State of Ohio



TYLER DAVIS
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

ACKNOWLEDGMENT OF DECLARATION OF RESTRICTIVE COVENANTS

The foregoing Declaration of Restrictive Covenants has been reviewed and is hereby acknowledged by Gina Galaviz-Eisenberg for the Oak Park-Northwood Neighborhood Association, Inc., a Texas nonprofit corporation.

ASSOCIATION:

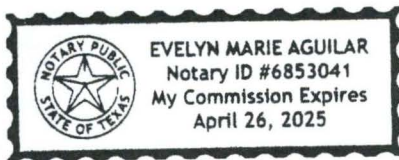
OAK PARK-NORTHWOOD NEIGHBORHOOD
ASSOCIATION, INC.,
a Texas nonprofit corporation

By: Gina Galaviz-Eisenberg
Name: Gina Galaviz-Eisenberg
Title: President OPNNA

OAK PARK-NORTHWOOD NEIGHBORHOOD ASSOCIATION, INC. ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 16th day of August, 2022 by Gina Galaviz-Eisenberg, on behalf of Oak Park-Northwood Neighborhood Association, Inc. This is an acknowledgement clause. No oath or affirmation was administered to the signer.



Evelyn Marie Aguilar
Notary Public in and for the State of Texas

EXHIBIT A
SUBJECT PROPERTY SITE PLAN

- Proposed Development: multifamily residential with up to 37.8 units per acre
- Current Zoning: MF-33
- Proposed Zoning: IDZ-2
- Property Size: +/-1.73 acres (75,358.8 sq. ft.)
- Parking spaces per UDC requirements
- Up to 100% impervious cover

I, HTV Alamo Heights Property, LLC, the property owner for property generally located at 127 Rainbow Drive, City of San Antonio, County of Bexar, State of Texas (SCAD ID: 420598) acknowledge the 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 submitted for building permits.



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3 BEDROOM	NA	NA	18
AVERAGE UNIT SIZE	NA	NA	970
GROSS ACREAGE	NA	NA	1.73
GROSS DENSITY	NA	NA	37.62 U/A

The average unit size is 970sf as per the client. The residential buildings shown are 70' modules. A 15% core factor has been subtracted from the buildings excluding the corridors, as well as area for the lease office and clubhouse. This core factor allows for elevators, stairwells and undergrounds in the buildings.

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2 BEDROOM	31	47	1.50
3 BEDROOM	18	27	1.50
TOTAL REQUESTED PER CLIENT		98	1.51
PARKING PROVIDED (EXCLUDES ACCESSIBLE AND LEASE)			
CATEGORY	SPACES	RATIO	
RESIDENTIAL	55	1.31 (SP/DU) 0.64 (SP/BED)	
COMPACT	25		
TOTAL PROVIDED PER CLIENT		80	

- NOTES:
1. THIS PLAN IS FOR MASSING PURPOSES ONLY. A MORE DETAILED PLAN WILL BE REQUIRED TO CONFIRM PROJECTED YIELD.
 2. BUILDING FOOTPRINT WERE PROVIDED BY THE PROJECT ARCHITECT. THIS FOOTPRINT IS SUBJECT TO CHANGE. THE PROJECT ENGINEER SHOULD CONFIRM THAT ALL ARCHITECTURAL INFORMATION IS CURRENT BEFORE THE RELEASE OF ANY PERMITS.
 3. THE BOUNDARY WAS TAKEN FROM THE LOCAL ONLINE GIS DATABASE.
 4. A FIELD RUN TOPOGRAPHIC SURVEY IS NOT AVAILABLE AT THIS TIME. ADJUSTMENTS TO THE LAYOUT DUE TO GRADING CONCERNS MAY BE REQUIRED ONCE A TOPOGRAPHIC SURVEY HAS BEEN PROVIDED.
 5. A DETAILED ANALYSIS OF STATE, COUNTY, AND CITY ORDINANCES GOVERNING THE DEVELOPMENT OF THIS PROJECT HAS NOT BEEN PERFORMED. ORDINANCE ANALYSIS WILL BE REQUIRED TO CONFIRM PROJECTED YIELD.
 6. THE PROPOSED RESIDENTIAL BUILDING IS 4-STORY.
- ASSUMPTIONS:
1. THIS PLAN ASSUMES NO STORM WATER MANAGEMENT IS REQUIRED FOR THIS SITE.
 2. THIS SITE IS LOCATED IN SAN ANTONIO, TEXAS.
 3. THIS PLAN ASSUMES A REZONE TO IDZ. ZONING CRITERIA WAS TAKEN FROM THE ONLINE ZONING ORDINANCE.
 4. THIS PROJECT IS SUBJECT TO THE INTERNATIONAL BUILDING CODE AND FIRE CODE.
 5. THIS PLAN ASSUMES THAT THE BUILDINGS HAVE SPRINKLER SYSTEMS, ALLOWING A MAX FIRE HIRE LAY OF 200 LF.
 6. THIS PLAN ASSUMES NO ADDITIONAL ROW DEDICATION IS REQUIRED ALONG THE FRONTAGE.
 7. TO MAXIMIZE PARKING, THIS PLAN ASSUMES AN INTERNAL TRASH ROOM.
 8. THERE IS NO MINIMUM OR MAXIMUM SETBACK; HOWEVER, THE ARCHITECT WILL NEED TO CONSIDER THE BUILDING CODE, FIRE CODE AND CONSTRUCTION REQUIREMENTS. THE BUILDING SEPARATION FROM EXISTING STRUCTURES IS ASSUMED TO BE ADEQUATE.
 9. MINIMUM AND MAXIMUM PARKING SPACE REQUIREMENTS DO NOT APPLY WITHIN THIS ZONING DISTRICT.



LEE
AND ASSOCIATES
1405 W KOENIGS LANE
AUSTIN, TX 78756
(512) 341-8477
www.leeandassociates.com



DATE: 2/10/2022
PROJ. NO.: 2929
FILE NAME: 2929 BLASE 4

CLOUDHAVEN
SAN ANTONIO, TEXAS
CONCEPTUAL SITE PLAN

THIS DRAWING IS
NOT FOR
REGULATORY
APPROVAL OR
CONSTRUCTION

CSP-1

EXHIBIT B
PLAT AND SUBJECT PROPERTY INFORMATION

Bexar CAD

Property Search > 420966 HTV ALAMO HEIGHTS
PROPERTY LLC for Year 2021

Tax Year: 2021

Property

Account

Property ID:	420966	Legal Description:	NCB 8695 BLK A LOT 34 127 RAINBOW SUBD
Geographic ID:	08695-001-0340	Zoning:	MF-33
Type:	Real	Agent Code:	
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Protest

Protest Status:

Informal Date:

Formal Date:

Location

Address:	127 RAINBOW DR SAN ANTONIO, TX 78209	Mapsco:	583F3
Neighborhood:	NBHD code11230	Map ID:	11230
Neighborhood CD:	11230		

Owner

Name:	HTV ALAMO HEIGHTS PROPERTY LLC	Owner ID:	3249938
Mailing Address:	13333 NORTHWEST FWY #120 HOUSTON, TX 77040	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$419,270	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$419,270
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value:	=	\$419,270
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$419,270
---------------------	---	-----------

Taxing Jurisdiction

Owner: HTV ALAMO HEIGHTS PROPERTY LLC

% Ownership: 100.0000000000%

Total Value: \$419,270

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$419,270	\$419,270	\$99.23
08	SA RIVER AUTH	0.018580	\$419,270	\$419,270	\$77.90
09	ALAMO COM COLLEGE	0.149150	\$419,270	\$419,270	\$625.35
10	UNIV HEALTH SYSTEM	0.276235	\$419,270	\$419,270	\$1,158.17
11	BEXAR COUNTY	0.276331	\$419,270	\$419,270	\$1,158.57
21	CITY OF SAN ANTONIO	0.558270	\$419,270	\$419,270	\$2,340.66
55	NORTH EAST ISD	1.252500	\$419,270	\$419,270	\$5,251.36
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$419,270	\$419,270	\$0.00
Total Tax Rate:		2.554734			
Taxes w/Current Exemptions:					\$10,711.24
Taxes w/o Exemptions:					\$10,711.24

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	1.7280	75272.00	0.00	0.00	\$419,270	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$419,270	0	419,270	\$0	\$419,270
2020	\$0	\$419,270	0	419,270	\$0	\$419,270
2019	\$0	\$407,220	0	407,220	\$0	\$407,220
2018	\$0	\$395,180	0	395,180	\$0	\$395,180

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/30/2020	SWD	Special Warranty Deed	MARTINEZ ARTURO A	HTV ALAMO HEIGHTS PROPERTY LLC			20200172533
2	2/26/2016	GWD	General Warranty Deed	METROPOLITAN COMMUNITY CHURCH OF SAN ANTONIO INC	MARTINEZ ARTURO A	17720	0257	20160037433
3	9/23/2009	WD	Warranty Deed	JONES ROBERT R & LETICIA A	METROPOLITAN COMMUNITY CHURCH OF	14185	0606	20090186719

SAN ANTONIO
INC

2022 data current as of Dec 17 2021 1:19AM.

2021 and prior year data current as of Dec 3 2021 6:20AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Property Identification #: 420966

Property Information: 2022

Owner Identification #: 3249938

Geo ID: 08695-001-0340
 Situs: 127 RAINBOW DR SAN ANTONIO,
 Address: TX 78209
 Property Type: Real
 State Code: C1

Legal: NCB 8695 BLK A LOT 34 127
 Description: RAINBOW SUBD
 Abstract: S08695
 Neighborhood: NBHD code11230
 Appraised Value: N/A
 Jurisdictions: 09, CAD, 08, 55, 21, 11, 10, 06

Name: HTV ALAMO HEIGHTS PROPERTY LLC
 Exemptions:
 DBA: Null



Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.