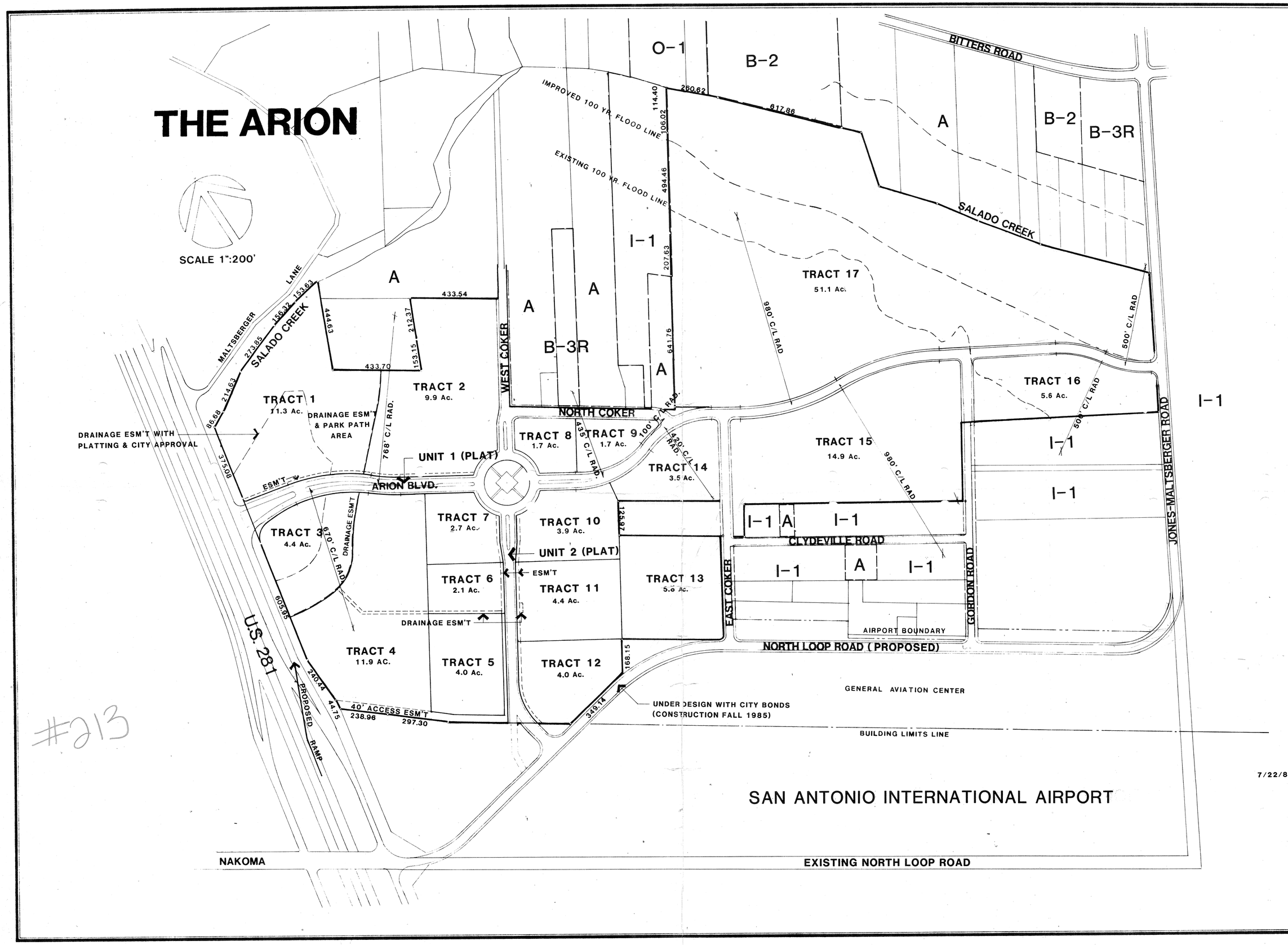


#213

7/22/85

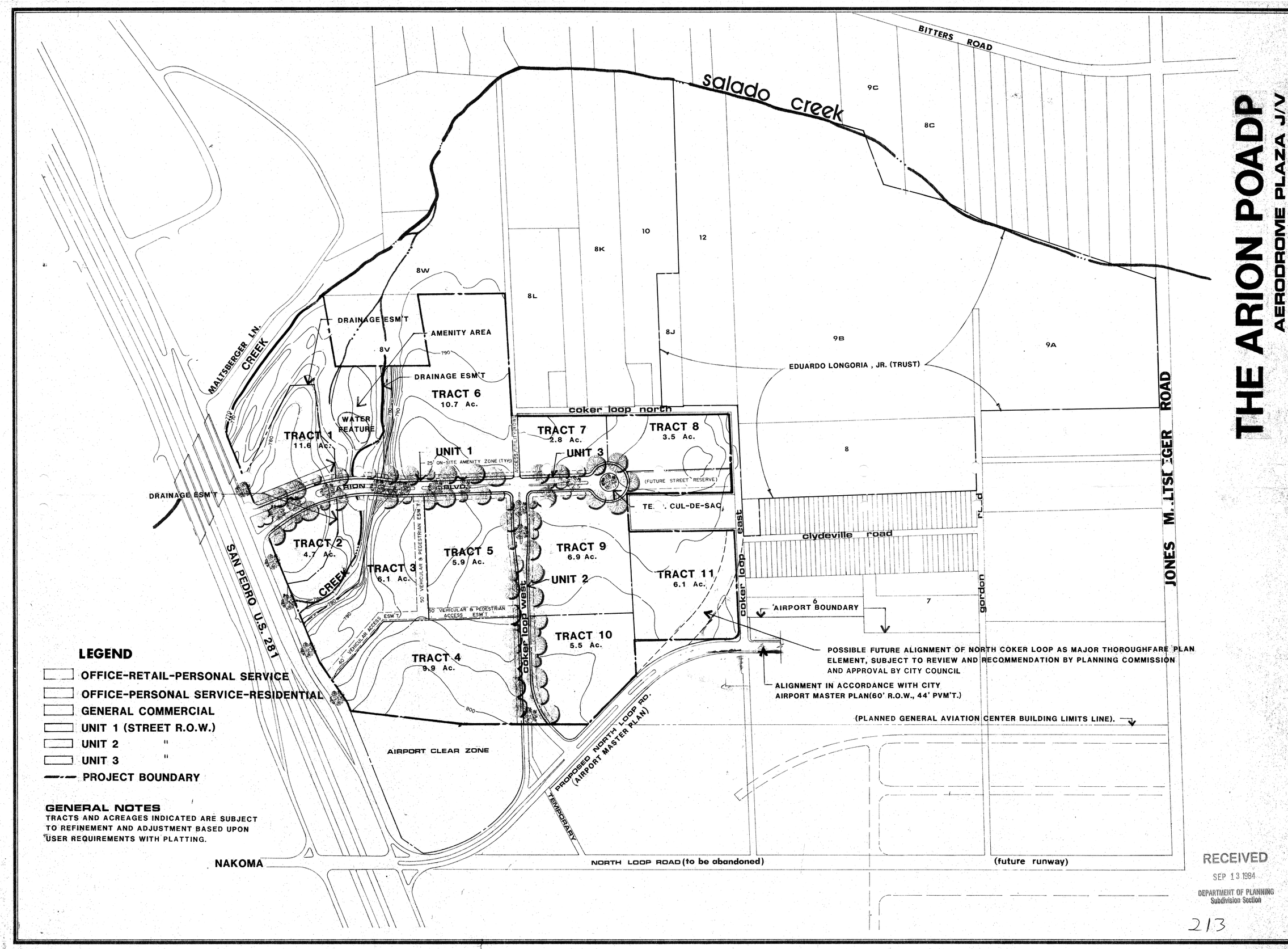
1

POADP

Glen Westrom Associates
Planners/Consultants
10127 Morocco/Suite 132 San Antonio, Texas 78216
512/340-7134

Job No.
Date 4/30/85
Drawn by

Sheet 1
POADP
Of 10



LEGEND

- OFFICE-RETAIL-PERSONAL SERVICE
- OFFICE-PERSONAL SERVICE-RESIDENTIAL
- GENERAL COMMERCIAL
- UNIT 1 (STREET R.O.W.)
- UNIT 2 "
- UNIT 3 "
- PROJECT BOUNDARY

GENERAL NOTES

TRACTS AND ACREAGES INDICATED ARE SUBJECT TO REFINEMENT AND ADJUSTMENT BASED UPON USER REQUIREMENTS WITH PLATTING.

RECEIVED
SEP 13 1984
DEPARTMENT OF PLANNING
Subdivision Section

213

THE ARION POADP

AERODROME PLAZA J/V

Preliminary Overall Area Development Plan 79.347 Ac.

Glen Westrom Associates
Planners/Consultants
10127 Morocco/Suite 132 San Antonio, Texas 78216
512/340-7134

Job No.
Date 9/84
Drawn by D.R.Y.
scale 1" = 200'

1
AREA

Sheet
ARION
Of

THE ARION POADP

AERODROME PLAZA J/V

salado creek

BITTERS ROAD

TRACT 15
4.9 Ac.

TRACT 17
1.8 Ac.

TRACT 18
9.2 Ac.
3.6 AC.(OUT) 5.6 AC.(IN)
6.5 AC.(BUILD)

TRACT 1
5.6 AC.
1.8 AC.(OUT) 3.8 AC.(IN)
3.5 AC.(BUILD)

TOP OF BANK - SALADO CREEK
CITY APPROVED (6-24-84)
FLOOD PLAIN DEVELOPMENT

11.4 AC.(FLOODWAY)

TRACT 13
53.9 Ac.
38.0 AC.(OUT)
15.9 AC.(IN)
47.3 AC.(BUILD)

JONES MALTSBERGER CONNECTION

(FUTURE BRIDGE BY CITY)

TEMPORARY PENDING BRIDGE

3.4 AC.(IN)
0.7 AC.(FLOODWAY)
LIMIT OF DEVELOPER STREET IMPROVEMENT

TEMPORARY PENDING BRIDGE

TRACT 14
3.69 Ac.

JONES MALTSBERGER ROAD

MALTSBERGER LN.

CREEK

DRAINAGE ESM'T

AMENITY AREA

DRAINAGE ESM'T

TRACT 6
10.7 Ac.
10.6 AC.(OUT)
0.1 AC.(IN)
10.7 AC.(BUILD)

WATER FEATURE

TRACT 1
11.6 Ac.
3.57 AC.(OUT-IN FILL)
8.03 AC.(IN)
9.79 AC.(BUILD)

UNIT 1

DRAINAGE ESM'T

coker loop north

TRACT 7
2.9 AC.

UNIT 3

TRACT 8
4.0 Ac.

TRACT 12
8.53 Ac.

FUTURE ALIGNMENT OF NORTH LOOP RD. AS MAJOR THOROUGHFARE PLAN ELEMENT

clydeville road

TRACT 2
4.7 Ac.
2.015 AC.(OUT)
2.685 AC.(IN)
4.7 AC.(BUILD)

TRACT 3
6.1 Ac.
5.9 AC.(OUT)
0.2 AC.(IN)
6.1 AC.(BUILD)

TRACT 5
5.9 Ac.

TRACT 9
7.3 AC.

UNIT 2

TRACT 11
4.5 AC.

coker loop west

coker loop east

gordon road

AIRPORT BOUNDARY

TRACT 11A
0.7 AC.

40' PVM'T
60' R.O.W.

TRACT 10
5.5 Ac.

TRACT 4
9.9 Ac.

AIRPORT PERIMETER ROAD

ALIGNMENT IN ACCORDANCE WITH CITY AIRPORT MASTER PLAN(60' R.O.W., 44' PVM'T.)

LIMITS OF CURRENT BOND ISSUE CONSTRUCTION BY CITY

(PLANNED GENERAL AVIATION CENTER BUILDING LIMITS LINE)

NORTH LOOP ROAD

SAN PEDRO U.S. 281

AIRPORT CLEAR ZONE

PROPOSED EXIT RAMP

NAKOMA

NORTH LOOP ROAD (to be abandoned)

(future runway)

REVISED Plan reflects new designed area next to Salado Creek. Also includes Tonight of North Loop rd as per Major Thoroughfare Plan

REVISED 11/28/84

RECEIVED
DEC 3 1984
DEPARTMENT OF PLANNING
Subdivision Section

LEGEND

- OFFICE-RETAIL-PERSONAL SERVICE
- MULTI-FAMILY RESIDENTIAL
- GENERAL COMMERCIAL
- UNIT 1 (STREET R.O.W.)
- UNIT 2 "
- UNIT 3 "
- PROJECT BOUNDARY
- FLOODWAY

GENERAL NOTES

1. TRACTS AND ACREAGES INDICATED ARE SUBJECT TO REFINEMENT AND ADJUSTMENT BASED UPON USER REQUIREMENTS WITH PLATTING.
2. R.O.W. DEDICATION FOR SALADO CREEK CROSSING BY DEVELOPER OR ASIGNS W/BRIDGE CROSSING BY CITY.

* TRACT 1 THE BASE AREA OUT OF THE FLOOD PLAIN IS 2.73 AC., 0.84 AC. CAN BE ADDED AFTER FILLING FOR A TOTAL OF 3.57 AC. BEFORE FILLING 8.87 AC. ARE IN THE FLOOD PLAIN AND AFTER FILLING 8.03 AC. ARE IN.

Preliminary Overall Area Development Plan 79.347 Ac.

Glen Wetrom Associates
Planners/Consultants
10127 Morocco/San Antonio, Texas 78216
512/340-7134

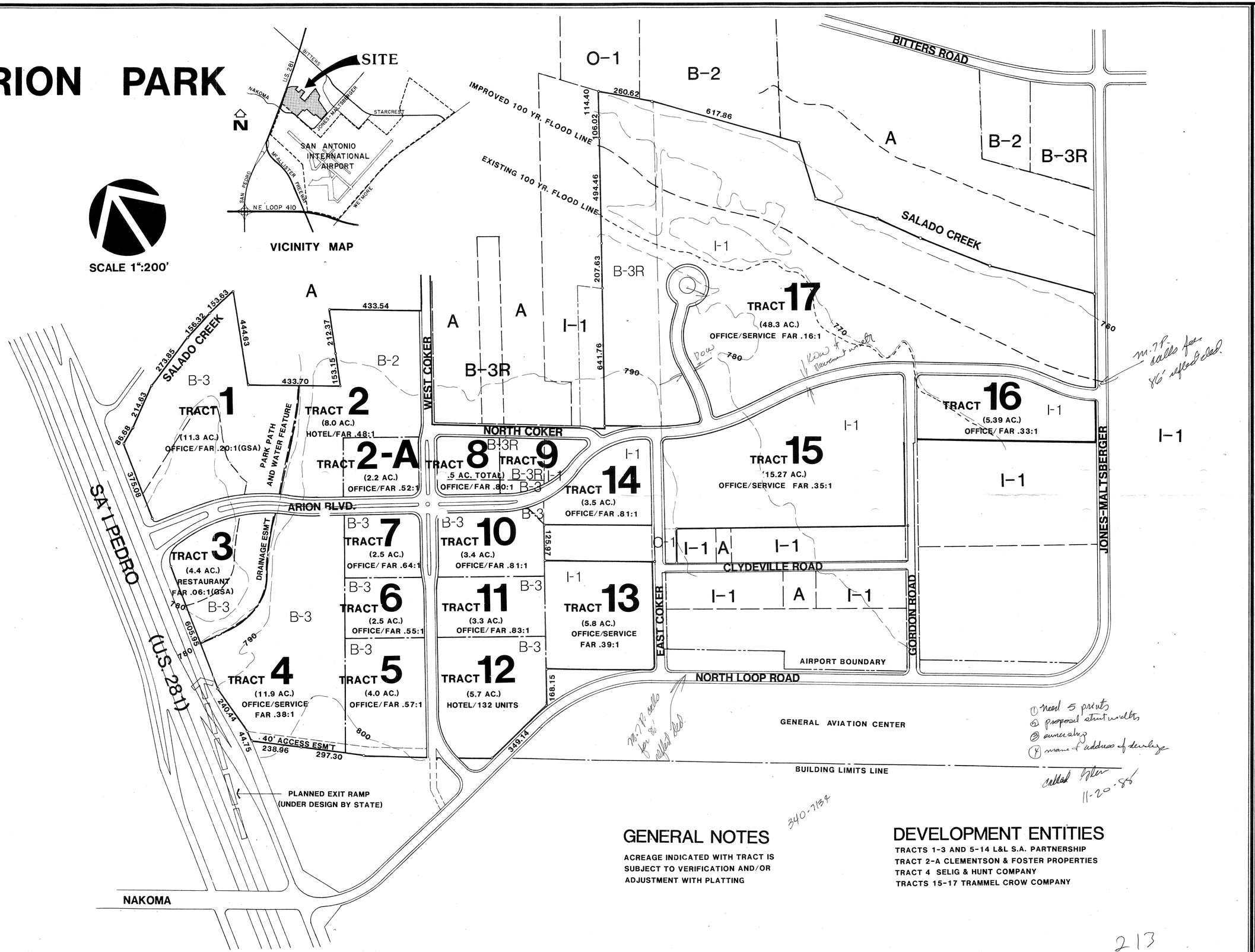
Job No.
Date Rev. 10/84
Drawn by D.R.Y.
scale 1":200'
REVISED 11-2-84
REV. 11-26-84

1
AREA

Sheet
ARION
01

213

ARION PARK



GENERAL NOTES

ACREAGE INDICATED WITH TRACT IS SUBJECT TO VERIFICATION AND/OR ADJUSTMENT WITH PLATTING

DEVELOPMENT ENTITIES

TRACTS 1-3 AND 5-14 L&L S.A. PARTNERSHIP
TRACT 2-A CLEMENTSON & FOSTER PROPERTIES
TRACT 4 SELIG & HUNT COMPANY
TRACTS 15-17 TRAMMEL CROW COMPANY

2

ARION PARK
POADP

Glen Westrom Associates
Planners/Consultants
10127 Morocco/Suite 132 San Antonio, Texas 78216
512/340-7134

Job No. 82-7-9
Date 10/85
Drawn by D.R.Y.

Sheet 2 Of 4

BRUNING 40-107 58439

INFORMATION SHEET FOR
PRELIMINARY OVERALL AREA DEVELOPMENT PLAN
(P.O.A.D.P.)

FILE NO. 84-16-62-44
(To be assigned by the Planning Dept.)

THE ARION
P.O.A.D.P. NAME

MARVIN HAASS & PLAZA JOINT VENTURE
NAME OF DEVELOPER/SUBDIVIDER

10127 MOROCCO SUITE 130
ADDRESS

PHONE NO.

GLEN J WESTROM
NAME OF CONSULTANT

10127 MOROCCO/SUITE 132
ADDRESS SA. 78216

3407134
PHONE NO.

GENERAL LOCATION OF SITE S.E. CORNER OF THE INTERSECTION OF MALTSBERGER LN. & U.S. 281 (SANPEDRO AVE)

EXISTING ZONING (If Applicable) A, B-3-R, I1 B3

PROPOSED WATER SERVICE

(✓) City Water Board
( ) Other District _____ Name
( ) Water Wells

PROPOSED LAND USE

( ) Single Family
( ) Duplex
( ) Multi-Family
(✓) Business
(✓) Industrial

PROPOSED SEWER SERVICE

(✓) City of San Antonio
( ) Other System _____ Name
( ) Septic Tank(s)

DATE FILED Jan. 27, 1984

DUE DATE OF RESPONSE Feb. 24, 1984
(within 20 working days of receipt)

July 1985
(Date of expiration of plan, if no plats are received within 18 months of the plan filing)

REVISIONS FILED Aug 23, 1984
(if applicable)
DATE OF RESPONSE Sept. 14, 1984
(within 15 working days of receipt)

NEEDED INFORMATION:

INFORMATION REQUESTED. The POADP as an overview of the developer's projected land use, shall include, at least the following information:

✓ (a) perimeter property lines;
✓ (b) name of the plan and the subdivisions;
✓ (c) scale;
✓ (d) proposed land use(s) by location and type;
✓ (e) existing and proposed circulation system of collector and arterial streets and their relationship to any adjacent major thoroughfares and any proposed alternative pedestrian circulation systems: (sidewalks, lanes, paths, etc.)
✓ (f) the proposed source and type of sewage disposal and water supply;
✓ (g) contour lines at no greater than ten (10) foot intervals;
✓ (h) projected sequence of phasing;
✓ (i) existing and/or proposed zoning classification(s);
✓ (j) known ownership and proposed development of adjacent undeveloped land; and see list used for rezoning notice
✓ (k) existing adjacent streets or development which impact upon access decisions within the proposed POADP.

Called Glen and requested phasing construction line table & ownership. also requested 4 sets of package submitted.

Limits of Flood Plain

Received from Andy 1-27-84

2-7-84
Committee review P.O.A.D.P. Staff discussed city plans to construct & realign north loop. although this proposal appeared to be locked in, the concern was to invite Glen Westrom so that he can give an update of the project. meeting was scheduled for 2-10-83 9:00 am

Aug 23, 1984 Revised plan was submitted, The revision reflected a two ~~potential~~ align. one was annotated indicating Possible alternate alignment of North Coker Loop as Major Thoroughfare Plan Element, subject to review and recommendation by P.C. & final determination by City Council prior to platting of Tract 11. and second alignment indicated "alignment in accordance with City of SA. "Major Thoroughfare Plan"

Sept. 13, 1984 Formal letter addressing revisions was sent.
Letter indicated that for clarification purposes the note reflected on the P.OADP relating to the "possible future alignment of North Loop Rd was not correct. Additionally it was noted that the new street alignment proposed had already been app. by the P.C. & C.C., and future platting effected by the alignment would require conformance with the Major Thoroughfare Plan

Dec. 3, 1984 Revised plan was submitted.
POADP reflected the North Loop Rd. alignment consistent with the adopted Major Thoroughfare Plan

Dec. 11, 1984 Formal POADP letter addressing [illegible]

The letter indicated that the North Loop Road as shown on your plan ~~is now~~ was consistent with the requirement set ~~forth~~ by the Major Thoroughfare Plan. However, staff review raised concern regarding the area annotated "Future Bridge By City" across Salado Creek as reflected on the P.O.A.D.P. To preclude any misunderstanding in this regard, the City of San Antonio ~~does~~ was not making any commitments relating to the bridge at Salado Creek.

The commission at last week's meeting requested the staff to prepare a chronological history of the POAD review involving The Union File # 84-16-02-44

According to dept records the sequence of event are as follows.

Jan 27, 1984. The initial P.O.A.D.P. was filed.

Feb. 10, 1984 Staff met with Mr. Westrom to discuss the proposed North Loop Rd. alignment as illustrated on the plan dated 1-27-84. The matter addressed was that of the projected alignment resulting in a right-angle linkage at its junction with Jones Malts berger (see exhibit "A"). The applicant was advised that in order to provide for a more viable alignment it was recommended that North Loop traverse the S.E. sector of the plan as shown on Exhibit ("B"). In view of the recommended alignment Mr. Westrom indicated he would discuss the alternative route with his client and would get back with the staff

Feb. 13, 1984 formal letter was sent to Mr. Westrom.

May 3, 1984. Again met with Mr. Westrom to discuss the alternate route. He indicated that his client was receptive to the recommend alignment., however, he ~~was~~ expressed a willingness to ded. the necessary land in order to accomodate the projected 86' facility. It was suggested that in order to facilitate the project that bond money already set aside for the North Loop improvement project be applied to the rec alignment as a co-effort between the city and the Union development.

Roy

CITY OF SAN ANTONIO

P. O. BOX 9066
SAN ANTONIO, TEXAS 78285

December 10, 1985

Mr. Glen J. Westrom
10127 Morocco, Suite 132
San Antonio, Texas 78216

Re: The Arion POADP
File # 84-16-62-44
Revised: November 25, 1985

Dear Mr. Westrom:

The POADP Committee has reviewed and accepted your latest proposed plan for the Arion.

Please note that this action by the Committee does not confer any vested rights to plat under the existing Subdivision Regulations. Any platting will have to comply with the Subdivision Regulations in force at the time of platting.

If you have any questions, please contact Roy Ramos at 299-7896.

Sincerely,

MCONeal

Michael C. O'Neal
Planning Administrator
Department of Planning

MCO/RR/hdlv

Attachment

"AN EQUAL OPPORTUNITY EMPLOYER"

Eddie

CITY OF SAN ANTONIO

P O BOX 9066
SAN ANTONIO TEXAS 78285

December 11, 1984

Applicant: Mr. Glen J. Westrom
Address: 10127 Morocco - Suite 132
San Antonio, Texas 78216

Re: The Arion
File #: 84-16-62-44

☐ Preliminary Plan
XX P.O.A.D.P. (Revised December 3, 1984)

The above has been reviewed by Planning and Traffic staff and it has been determined that it:

(X) is in general compliance with the Subdivision Regulations

( ) lacks compliance with the Subdivision Regulations regarding:

- ( ) Street layout
- ( ) Relation to adjoining street system
- ( ) Stub streets
- ( ) Street jogs or intersections
- ( ) Dead-end streets
- ( ) Cul-de-sac streets in excess of 500'
- ( ) Low density lots fronting onto major thoroughfares
- ( ) 24' alley(s)
- ( ) _____

( ) See annotations/comments on attached copy of your plan.

(X) Comments: See attached.

Please note that these are staff comments and not Planning Commission comments. This action does not establish any commitment for the provision of utilities or services of any type now or in the future by the City of San Antonio. Additionally, this action does not confer any vested rights to plat under the existing Subdivision Regulations. Any platting will have to comply with the Subdivision Regulations in force at the time of platting.

MCONeal
Michael C. O'Neal
Chief, Current Planning

See latest revised plan dated 11-25-85

The Arion
Attachment

Dec 11, 1984

North Loop Road as shown on your plan is now consistent with the requirement set forth by the Major Thoroughfare Plan. However, staff review raised concern regarding the area annotated "Future Bridge By City" across Salado Creek as reflected on the P.O.A.D.P. To preclude any misunderstanding in this regard, the City of San Antonio does not make any commitments relating to the bridge at Salado Creek.

Eddie.

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: Roland Lozano, Director of Planning

FROM: Carl Baber, Airport Planning & Engineering Manager

COPIES TO: Michael J. Kutchins, Director of Aviation

SUBJECT: North Loop Road Relocation (The Arion POADP)

Date December 10, 1984

The Preliminary Overall Area Development Plan (Revised 11/28/84) for the Aerodrome Plaza, submitted by Glen Westrom Associates, has been reviewed by the Aviation Department staff. This plan has also been discussed with Al Eisenminger of the Planning Department and David Steitle and James Acosta of the Public Works Department.

The Aviation Department concurs with the proposed alignment of North Loop Road as it appears on this plan. It is understood that the portion of the proposed street from U.S. 281 to the Arion Tract 11 will require an 86-foot right-of-way. The portion of the street from that point east to Jones Maltsberger Road is understood to be a 44-foot street on a 65-foot right-of-way.

We will be glad to work with you in your efforts to get this project underway and completed as soon as possible. We will also be available for assistance in determining exact right-of-way need and alignments on airport property.

You are aware that the dedication of airport property for street right-of-way will require approval of the Federal Aviation Administration (FAA). As soon as accurate descriptions of the right-of-way to be dedicated are available, we will coordinate with the FAA Regional Office in an effort to expedite approval.

We would like to be included in the planning and review process with the consulting engineers on this project since it does have a large impact on the airport and our planned future development.

Please keep me advised on the progress of this project and feel free to call me at 821-3450 if I can be of any assistance.

Carl B. Baber

Carl B. Baber
Planning & Engineering Manager

CBB:lm

Mike
I talked to Frank K.
about this —
magnes —
w/ you and Stieltz
PM

DEPARTM[illegible] OF PLANNING

(✓) LOZANO
( ) CEDILLO
( ) MONTOYA
( ) SCHWARTZ
( ) EISENMENGER
( ) O ' NEAL
( ) POWERS
( ) BABBITT
( ) CANTU
( ) ENGEL

(✓) YOUR INFORMATION
( ) INVESTIGATE AND REPORT
( ) SUBMIT YOUR RECOMMENDATION OR COMMENTS
( ) PLEASE REVIEW, INITIAL AND FORWARD
( ) NECESSARY ACTION
( ) FOR YOUR SIGNATURE
( ) RETURN TO _____
( ) FOR YOUR FILES

REMARKS: Spoke to David Steitle regarding the attached. Our decision was the the new street would serve as a necessary collector. However, it would not replace the required thoroughfare through the Union property. Please advise if you have a problem with this.

Frank K.
North Loop is the collector
What about the Thoroughfare —
What is the deal w/ Arnodome.
PM

NAME Mike DATE 7/3/85

Mike'o

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

CITY OF SAN ANTONIO
DEPT. OF PLANNING
OFFICE OF DIRECTOR

1985 MAY 22 PM 1:38

TO: Councilman James Hasslocher and Councilman G.E. "Ed" Harrington

FROM: Frank R. Kiolbassa, Director of Public Works

COPIES TO: Roland Lozano; File

SUBJECT: NORTH LOOP - JONES MALTSBERGER ROAD

Date 17 May 1985

As a result of our meetings with the Citizens and businessmen in the area concerning this project, we have instructed our engineer to follow the design alignment as shown on the Airport Master Plan and depicted on the attached drawing. It was based upon these meetings, it was this alignment that was represented to the adjacent property owners during the 1984 bond issue. Therefore, the City is committed to do this. By copy of this memo, I am advising Mr. Roland Lozano, Director of Planning, of this decision so that he can proceed with the execution of the various planning documents and platting necessary for the area developers to proceed with our project. Should you have additional questions concerning this matter, please let me know.

Frank R. Kiolbassa, P.E.
DIRECTOR OF PUBLIC WORKS

Approved:

S. Marcus Jahns
Assistant City Manager
for Development Services

ROY:
NOTE: THE ATTACHED ADDRESSES THE RELATIONSHIP OF THE PLANNED STREET ON THE AIRPORT MASTER PLAN & THE MAJOR THOROUGHFARE VIA N. LOOP 86' R.O.W.

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: Frank Vega, Acting City Engineer

FROM: Frank R. Kiolbassa, Director of Public Works

COPIES TO: File

SUBJECT: NORTH LOOP - JONES MALTSBERGER ROAD

Date 17 May 1985

Attached is the alignment which I believe we have resolved for the North Loop - Jones Maltsberger Road realignment. Please instruct our engineers to proceed as soon as possible to design in accordance to this alignment.

Frank R. Kiolbassa, P.E.
DIRECTOR OF PUBLIC WORKS

FRK/cg

(7)

Glen J. Westrom & Associates
Urban Planning Consultant
10127 Morocco/Suite 132
San Antonio, Texas 78216
512/340-7134

May 8, 1985

Frank Kiolbassa,
Director of Public Works
City Hall
P. O. Box 9066
San Antonio, Texas 78285

Reference: Resubmittal of "THE ARION" POADP.

Dear Frank:

Based upon your instructions and the concurrence of councilmen Hasslocher and Harrington resulting from the meeting of March 19th, 1985, accompanying is a copy of the new "ARION POADP" being submitted to the Planning Department for approval commensurate with future platting.

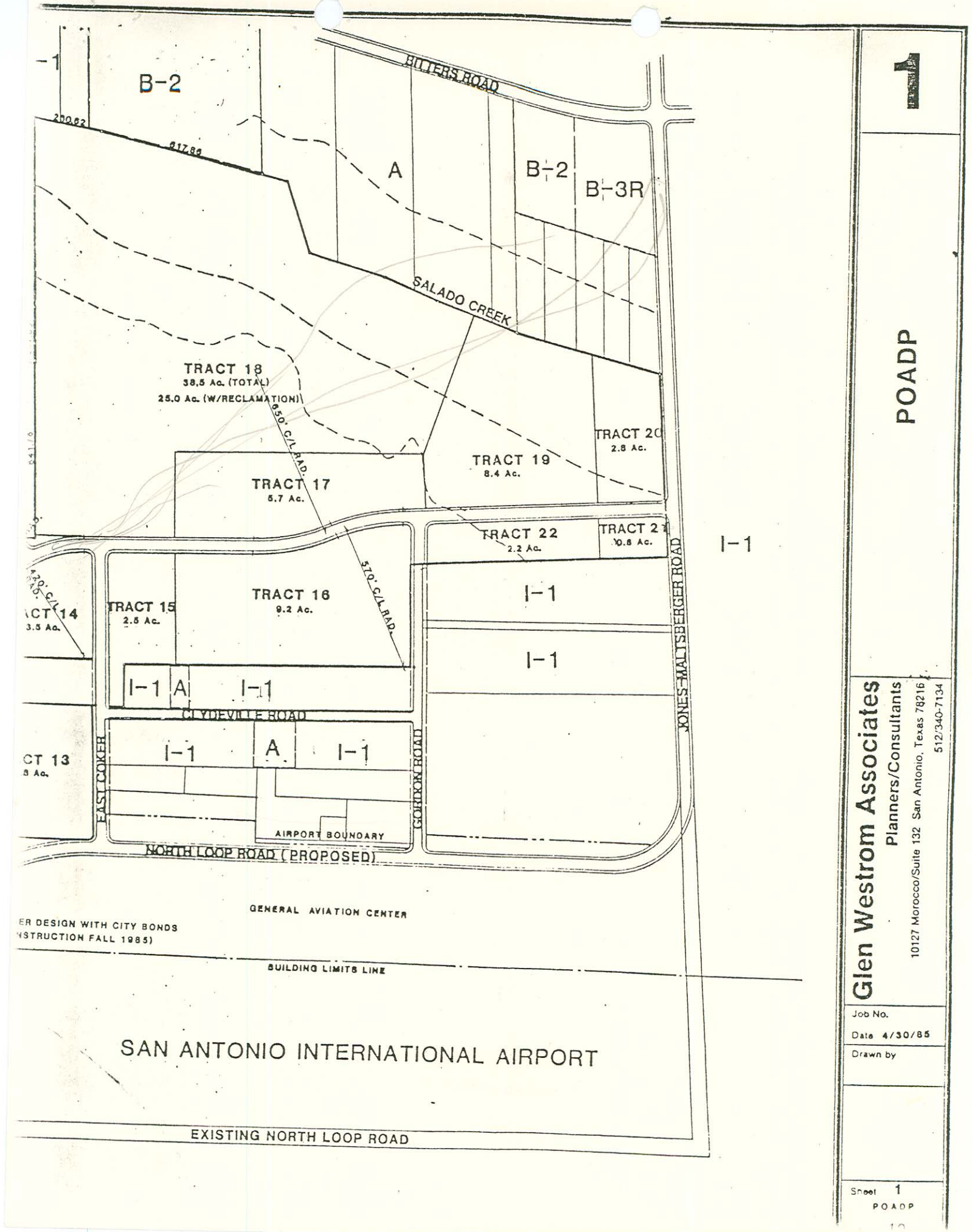
Your assistance with respect to expediting City approval of the submittal is acknowledged and appreciated.

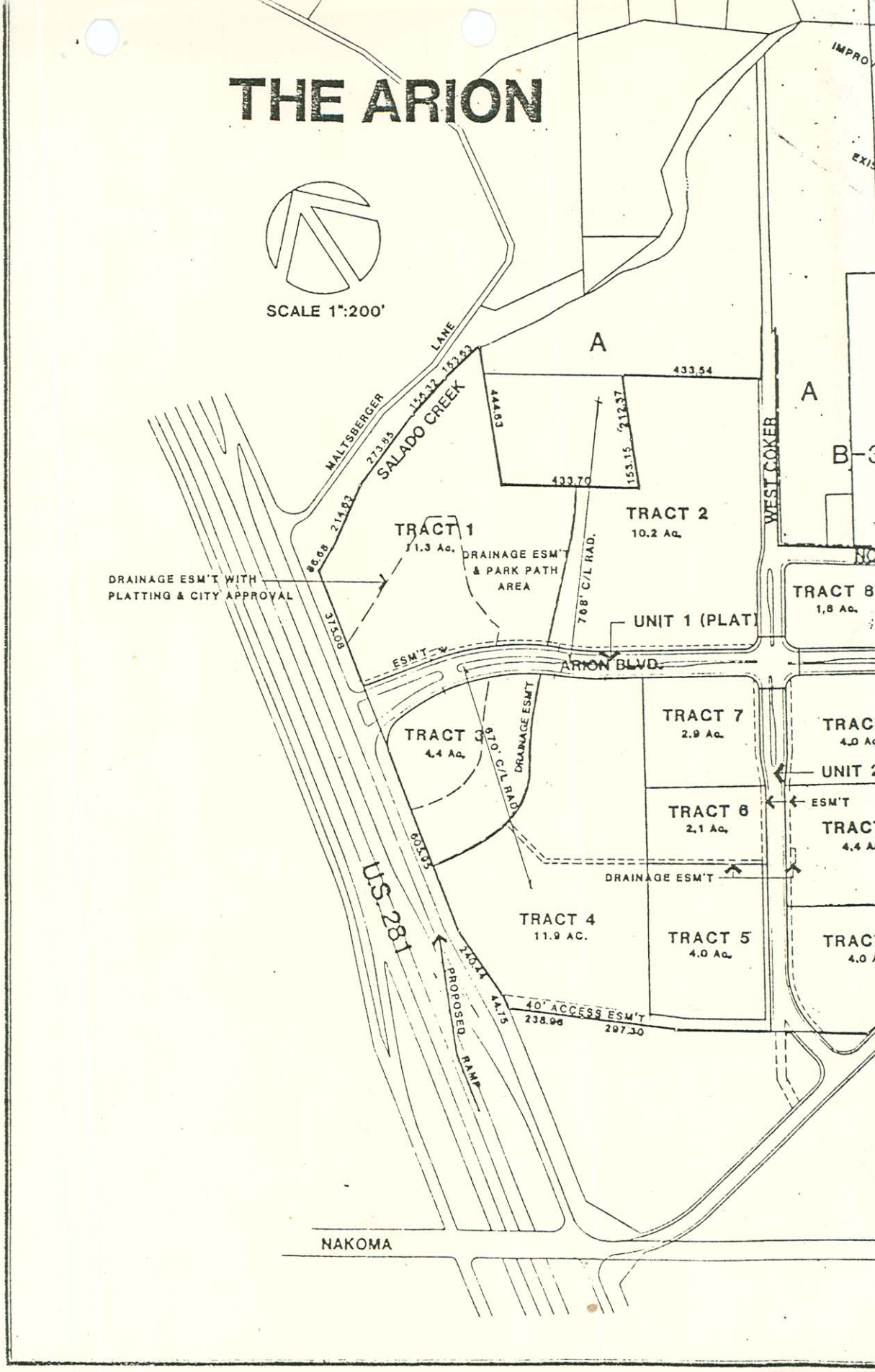
Sincerely,

Glen J. Westrom

GJW/mg

c.c. Eduardo Longoria, Jr.
Rolando Lozano, City Planning Director
(encl.)


1
POADP
Glen Westrom Associates
Planners/Consultants
10127 Morocco/Suite 132 San Antonio, Texas 78216
512/340-7134
Job No.
Date 4/30/85
Drawn by
Sheet 1
POADP
B-2
A
B-2
B-3R
BUTLERS ROAD
SALADO CREEK
TRACT 18
38.5 Ac. (TOTAL)
25.0 Ac. (W/RECLAMATION)
650' C/L RAD.
TRACT 17
5.7 Ac.
TRACT 19
8.4 Ac.
TRACT 20
2.8 Ac.
TRACT 22
2.2 Ac.
TRACT 21
10.8 Ac.
I-1
TRACT 14
3.5 Ac.
TRACT 15
2.5 Ac.
TRACT 16
9.2 Ac.
370' C/L RAD.
I-1
I-1
I-1
A
I-1
CLYDEVILLE ROAD
I-1
A
I-1
CT 13
5 Ac.
EAST COKER
GORDON ROAD
JONES-MALTSBERGER ROAD
AIRPORT BOUNDARY
NORTH LOOP ROAD (PROPOSED)
GENERAL AVIATION CENTER
ER DESIGN WITH CITY BONDS
NSTRUCTION FALL 1985)
BUILDING LIMITS LINE
SAN ANTONIO INTERNATIONAL AIRPORT
EXISTING NORTH LOOP ROAD


THE ARION
SCALE 1":200'
MALTSBERGER LANE
SALADO CREEK
A
433.54
444.63
212.37
153.15
433.70
WEST COKER
TRACT 1
11.3 Ac.
DRAINAGE ESM'T & PARK PATH AREA
768' C/L RAD.
TRACT 2
10.2 Ac.
DRAINAGE ESM'T WITH PLATTING & CITY APPROVAL
375.08
UNIT 1 (PLAT)
ESM'T
ARION BLVD.
TRACT 3
4.4 Ac.
670' C/L RAD.
DRAINAGE ESM'T
TRACT 7
2.9 Ac.
TRACT 6
2.1 Ac.
ESM'T
DRAINAGE ESM'T
TRACT 4
11.9 AC.
TRACT 5
4.0 Ac.
US-281
PROPOSED RAMP
40' ACCESS ESM'T
238.96
297.30
NAKOMA

AUG. 22/84

Glen J. Westrom, A.I.C.P.
Planning & Zoning Consultant
10127 Morocco/Suite 132
San Antonio, Texas 78216
512/340-7134

ROLANDO —

THE REVISED POADP WE DISCUSSED..

NEED TO HAVE THE PLAT FOR "THE ARION UNIT 1" ON PLANNING COMMISSION AGENDA THIS MONTH, IF POSSIBLE.

RECEIVED
1984 AUG 23 PM 2:13
DEPT. OF PLANNING
CURRENT PLANNING
SECTION

GLEN

(ENCL'S — 3 POADP COPIES & SEPA)

Glen J. Westrom & Associates
Urban Planner/Consultant
10127 Morocco/Suite 132
San Antonio, Texas 78216
512/340-7134

August 20, 1984

Mr. Rolando Lozano
Director of Planning
111 Plaza De Armas
San Antonio, Texas 78285

SUBJECT: "THE ARION POADP".

Dear Rolando:

Accompanying are 3 prints and a reproducible copy of the Arion POADP. The POADP is for the entire 79.347 acres owned by Aerodrome Plaza Joint Venture.

The POADP is submitted for the purpose of establishing the basis for approval of the plat for Arion Unit #1 (ie: the street right-of-way only, between U.S. 281 and Coker Loop West).

Certain properties to the east of Coker Loop East are separately owned by Mr. Eduardo Longoria, Jr. in a trust and are not part of the ownership or under the control of Aerodrome Plaza Joint Venture. We are requesting Planning Commission approval of "The Arion POADP" as presented, with the understanting that we will co-ordinate our street planning in terms of alignment, dedications and development with the City in order to realize improvements to North Loop Road in a timely manner, and in accordance with the City's Major Thoroughfares Plan.

Also, it is my intention to continue to co-ordinate with the City in terms of pursuing a possible alignment for the extension of North Loop Road through property owned by Mr. Longoria (ie: property subject to development separately and apart from The Arion in terms of ownership and the control of Aerodrome Plaza Joint Venture). To this end, I'm presently working with Mr. Longoria from the standpoint of possibly presenting a POADP to the City for his property which would provide for an alternate alignment for North Loop Road east of The Arion property in a manner acceptable to the City.

We have all required approvals with respect to subdivision improvements for Unit #1, and the trust agreement has been prepared for the City's acceptance upon approval of the plat by the Planning Commission. It is imperative that the plat for Unit #1 of The Arion be placed on the Planning Commission agenda

at the earliest possible date in order that we may continue our street and utility construction with the benefit of an approved trust agreement, predicated upon Planning Commission approval of our plat.

Your attention to this matter is appreciated.

Sincerely,

Glen J. Westrom
for AERODROME PLAZA JOINT VENTURE.

GJW/na
Enclosures

CITY OF SA[illegible]

Date: February 13, 1984

Applicant: Mr. Glen J. Westron
Address: 10127 Morocco - Suite 132
San Antonio, Texas 78216

Re: The Arion (X
File #: 84-16-62-44

The above has been reviewed by Planning and Traffic [illegible] and it [illegible] that it:

(X meets the P.O.A.D.P. requirements

( ) does not meet the P.O.A.D.P. requirements and does not constitute a POADP filing although it was submitted as a POADP. The lacking information is set out in the following section(s) of the Subdivision Regulations:

( ) 36-20D(c)	( ) 36-20D(e)	( ) 36-20D(i)
( ) 36-20D(d)	( ) 36-20D(f)	( ) [illegible]
( ) 36-20D(e)	( ) 36-20D(g)	( ) [illegible]
( ) 36-20D(f)	( ) 36-20D(h)	( ) _____

( ) is in general compliance with the Subdivision Regulations

(X) lacks compliance with the Subdivision Regulations regarding:

(X) Street layout 36-10(A)	( ) Lots [illegible]
( ) Relation to adjoining street system	( ) 2.[illegible]
( ) Stub streets	( ) _____
( ) Street jogs or intersections	
( ) Dead-end streets	
( ) Cul-de-sac streets in excess of 500'	

(X) See annotations/comments on attached copy of your plan.

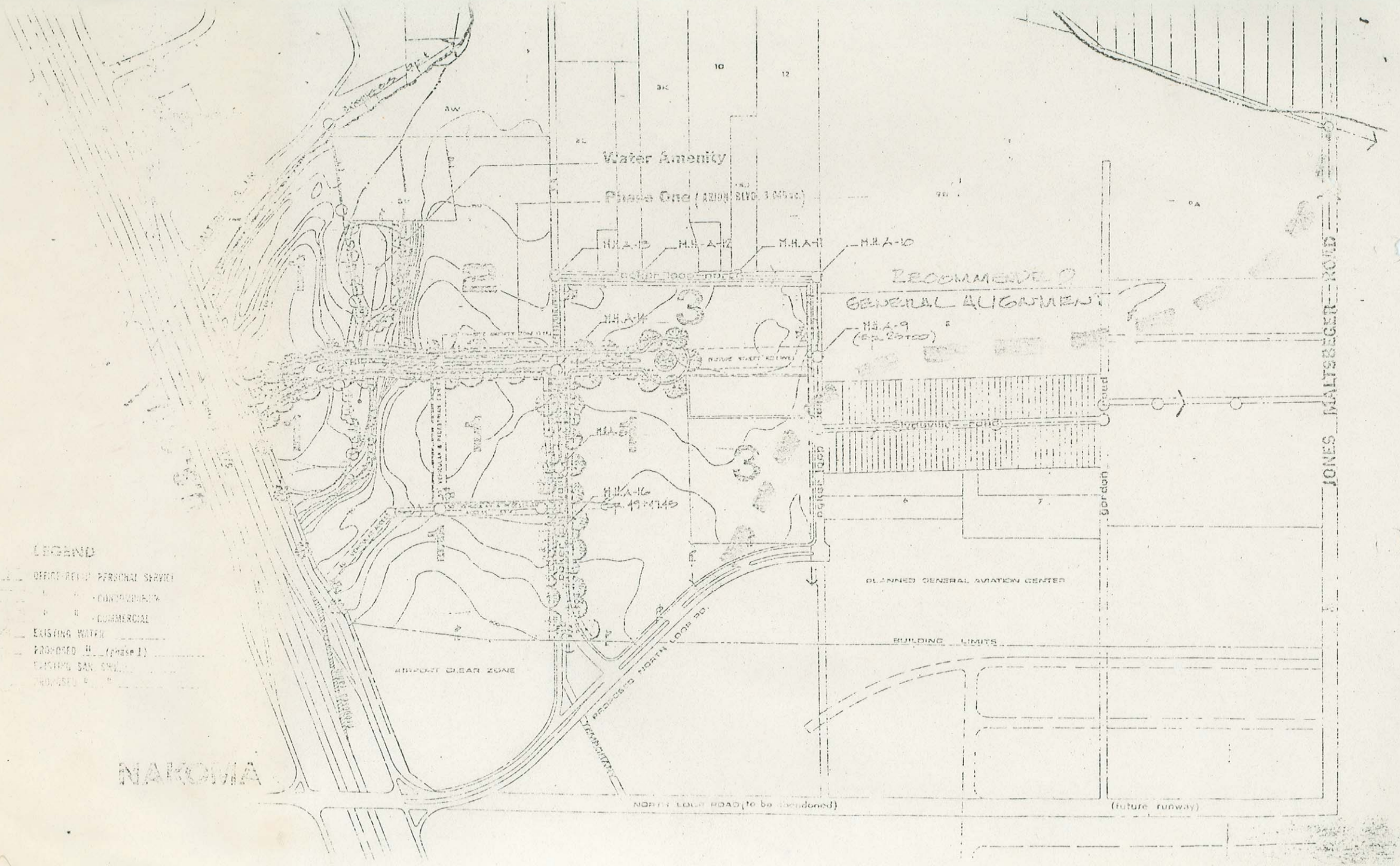
(X) Comments: See attached comments regarding Major Thoroughfare Plan requirements.

Please note that these are staff comments [illegible] This action does not establish any commitment for [illegible] services or any type now or in the future [illegible] this action does not confer any vested rights to plat [illegible] Regulations. Any platting will have to comply with [illegible] in force at the time of platting.

By: [illegible]

84 430

Thank you for meeting with staff on February 10, 1984 to discuss The Arion Plan. You recall the issue discussed was focussed on the proposed new alignment of North Loop Road illustrated on the POADP. The new North Loop - Jones Maltsberger connection is designated as a secondary arterial type "A" street (86' R.O.W.) on the Major Thoroughfare Plan. The matter addressed was that of the projected alignment resulting in a right-angle linkage at its junction with Jones Maltsberger. This condition exists currently and should not be duplicated. In order to provide for a more viable alignment, it was recommended that North Loop traverse the southeast sector of your plan as generally depicted on the attached sketch. This in our opinion will enhance expected traffic flows between the intersections of San Pedro Avenue at Nakoma and Bitters at Jones Maltsberger. In view of staff's recommendation, it is our understanding you will discuss the alternative route with your client and get back with City staff.



Water Amenity
Phase One
M.H.A-13
M.H.A-12
M.H.A-11
M.H.A-10
RECOMMENDED
GENERAL ALIGNMENT
M.H.A-14
M.H.A-9
M.H.A-16
JONES MALTSBEGER ROAD
gordon road
PLANNED GENERAL AVIATION CENTER
BUILDING LIMITS
AIRPORT CLEAR ZONE
PROPOSED NORTH LOOP RD.
NORTH LOOP ROAD (to be abandoned)
(future runway)
NAKOMA
LEGEND
OFFICE-RETAIL PERSONAL SERVICE
CONDOMINIUM
COMMERCIAL
EXISTING WATER
PROPOSED " (phase 1)
EXISTING SAN. SEWER
PROPOSED " "

5-3-89

Longevie is receptive to ded for

86' facilit. ~~the~~ land is now under trust to owner heirs.

commitment from city.
~~that~~ south limit will be
given priorities
city property immediately construct
by the city.

bond issue allocates 100,000

(1) prepare package for ~~co~~ mayor's consideration
city imp
land owner ded.?

Glen will provide update copy of P.O.U.D.P. reflect new alignment of North Loop Rd. This will serve as an indication that Arkan repre are receptive to the alignment & their willingness to work with the city.

Also staff agreed to allow the consideration of the first unit because of the time element in resolving the M.T.P. alignment

Thank you for meeting with staff on Feb 10, 1984 to discuss the Union Plan. You recall the issue discussed was focussed on the proposed new alignment of North Loop Rd illustrated on the S.O.A.P.P.. The new North Loop-Jones Maltsberger connection is designated as a secondary arterial type "a" street (66' R.O.W.) in the Major Thoroughfare Plan. ~~It was noted~~ The issue addressed was that the projected alignment ~~will~~ causes an angle linkage at its junction with Jones Maltsberger. This condition exist currently and should not be duplicated. In order to provide for a more viable alignment it was recommended that North Loop meander through the S.E. section of your planned development. This in our opinion will enhance expected traffic flows between San Pedro Ave at Nakoma and Butters at Jones Maltsberger. In view of staffs recommendation it is our understanding you will discuss the alternate route with your client and get back with city staff.

Ed
Mr. E.
David Stitler
Glen Westbrook

CITY OF SAN ANTONIO

Intradepartment Correspondence Sheet

TO: File

FROM: Ed.

COPIES TO:

SUBJECT: Meeting with Glen Westbrook May 3, 1984

Date

meeting was held to discuss the new North Loop alignment recommended by the staff. Glen indicated that his clients were receptive to the recommended alignment. He further stated that developers had express a willingness to ded the necessary land in order to accomodate the ski facility. Glen asked for a commitment from the city given first priority to construction of the first leg connecting U.S. 281 with the proposed Cohen Loop West street. Discussion also involved bond monies which have been allocated for the North Loop Rd. improvement project. In order to facilitate the project it was suggested that bond money be applied to the new street alignment as a co-effort between the city & developers to help complete the loop. David Stitler indicated he would approach Frank Kilbourne with the proposal so that it could be considered by the mayor.

Glen said he would submit a revised plan reflecting the preferred location. Staff advised him that the revised plan must be filed with city prior to the filing of any plat. The updated P.D.U.D.P. will serve as indication that union representatives are receptive to the alignment & their willingness to work with the city

CITY OF SAN ANTONIO

P. O. BOX 9066
SAN ANTONIO, TEXAS 78285

Applicant: Mr. Glen J. Westrom
Address: 10127 Morocco - Suite 132
San Antonio, Texas 78216

September 17, 1984

Re: The Arion
File #: 84-16-62-44

☐ Preliminary Plan
XXX P.O.A.D.P. (Revision dated Sept. 13, 198[illegible])

The above has been reviewed by Planning and Traffic staff and it has been determined that it:

( ) meets the P.O.A.D.P. requirements

( ) does not meet the P.O.A.D.P. requirements and does not constitute a POADP filing although it was submitted as a POADP. The lacking information is set out in the following section(s) of the Subdivision Regulations.

( ) 36-20D(a)	( ) 36-20D(e)	( ) 36-20D(i)
( ) 36-20D(b)	( ) 36-20D(f)	( ) 36-20D(j)
( ) 36-20D(c)	( ) 36-20D(g)	( ) 36-20D(k)
( ) 36-20D(d)	( ) 36-20D(h)	( ) _____

( ) is in general compliance with the Subdivision Regulations

(XX) lacks compliance with the Subdivision Regulations regarding:

(XX) Street layout 36-10(A)	( ) Low density lots fronting onto major thoroughfares
( ) Relation to adjoining street system	( ) 24' alley(s)
( ) Stub streets	( ) _____
( ) Street jogs or intersections	_____
( ) Dead-end streets	_____
( ) Cul-de-sac streets in excess of 500'	

(X) See annotations/comments on attached copy of your plan.

( ) Comments: See attachment.

Please note that these are staff comments and not Planning Commission comments. This action does not establish any commitment for the provision of utilities or services of any type now or in the future by the City of San Antonio. Additionally, this action does not confer any vested rights to plat under the existing Subdivision Regulations. Any platting will have to comply with the Subdivision Regulations in force at the time of platting.

By McCollal

ATTACHMENT
The Arion

Staff has reviewed the revised plan. As discussed with you, Arion Unit-1 has been scheduled for consideration by the Planning Commission. However, subsequent plat filings in close proximity to the proposed new North Loop Road alignment will not constitute complete filings until provisions for the street are made on the POADP in accordance with the Major Thoroughfare Plan.

For clarification purposes the note reflected on the POADP relating to the "possible future alignment" of North Loop Road is not correct. The new street alignment proposed has already been approved by the Planning Commission and City Council. Any future platting affected by the alignment will have to conform with the Major Thoroughfare Plan.

CITY OF SAN ANTONIO

Date: February 13, 1984

Applicant: Mr. Glen J. Westron

Address: 10127 Morocco - Suite 132
San Antonio, Texas 78216

( ) Preliminary Plan
(X) P.O.A.D.P.

Re: The Arion

File #: 84-16-62-44

The above has been reviewed by Planning and Traffic staff and it has been determined that it:

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( ) 36-20D(d)	( ) 36-20D(h)	( ) _____

( ) is in general compliance with the Subdivision Regulations

(X) lacks compliance with the Subdivision Regulations regarding:

(X) Street layout 36-10(A)	( ) Low density lot frontage onto major thoroughfares
( ) Relation to adjoining street system	( ) 24' alley(s)
( ) Stub streets	( ) _____
( ) Street jogs or intersections	
( ) Dead-end streets	
( ) Cul-de-sac streets in excess of 500'	

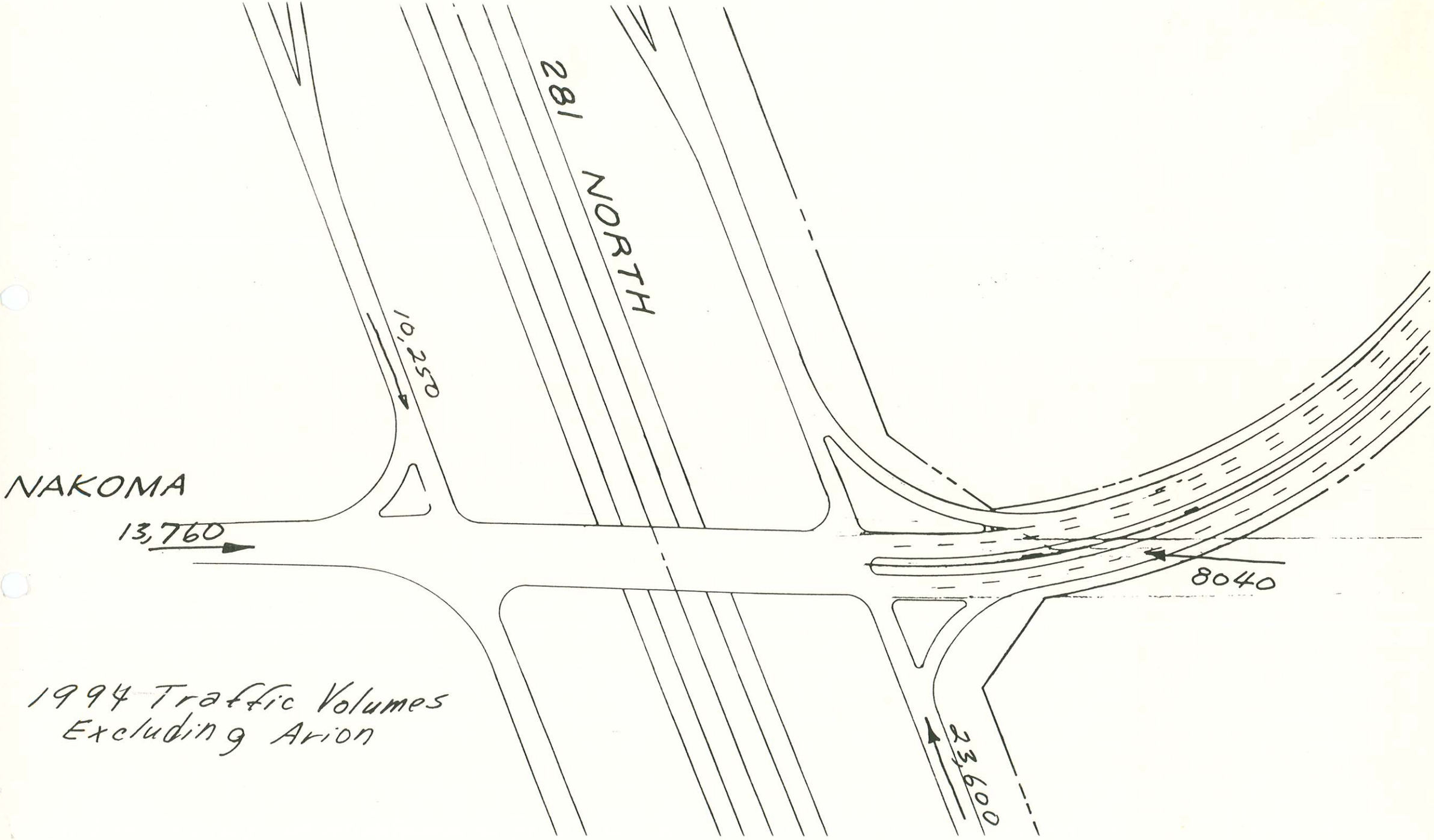
(X) See annotations/comments on attached copy of your plan.

(X) Comments: See attached comments regarding Major Thoroughfare Plan requirements.

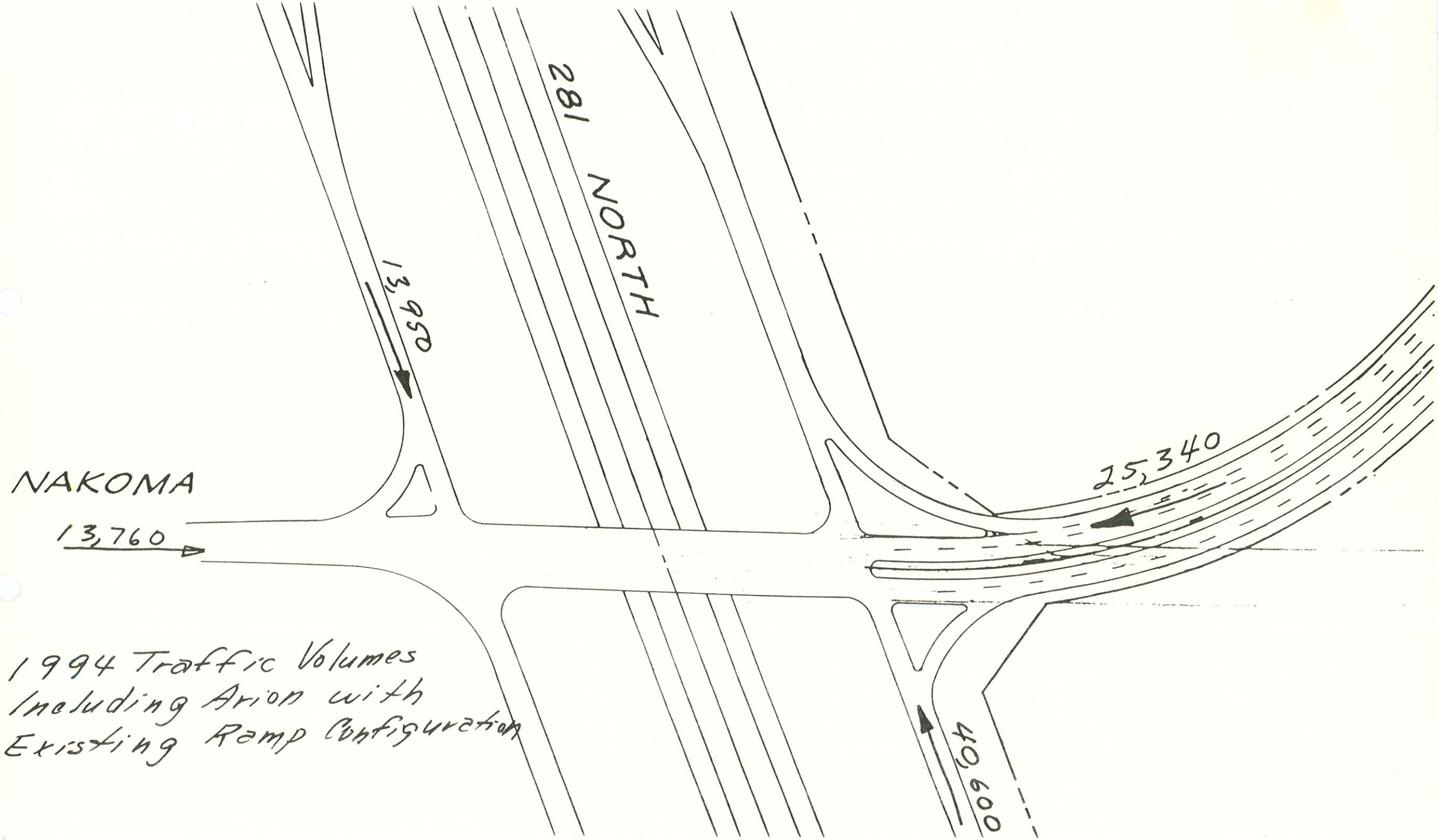
Please note that these are staff comments and not Planning Commission comments. This action does not establish any commitment for the provision of utilities or services of any type now or in the future by the City of San Antonio. Additionally this action does not confer any vested rights to plat under the existing Subdivision Regulations. Any platting will have to comply with the Subdivision Regulations in force at the time of platting.

By: Rebecca Jiménez Cedillo

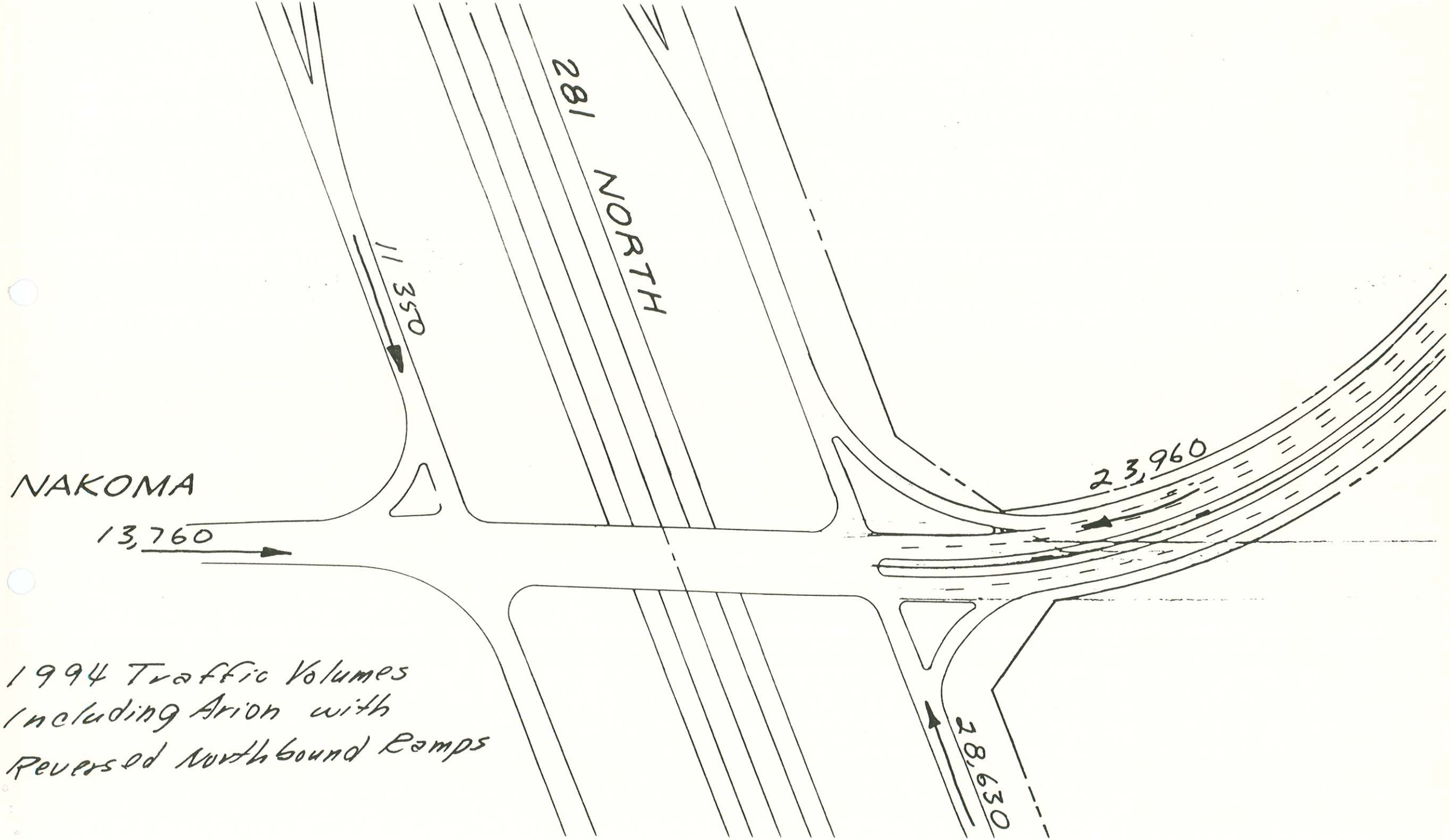
Thank you for meeting with staff on February 10, 1984 to discuss The Arion Plan. You recall the issue discussed was focussed on the proposed new alignment of North Loop Road illustrated on the POADP. The new North Loop - Jones Maltsberger connection is designated as a secondary arterial type "A" street (86' R.O.W.) on the Major Thoroughfare Plan. The matter addressed was that of the projected alignment resulting in a right-angle linkage at its junction with Jones Maltsberger. This condition exists currently and should not be duplicated. In order to provide for a more viable alignment, it was recommended that North Loop traverse the southeast sector of your plan as generally depicted on the attached sketch. This in our opinion will enhance expected traffic flows between the intersections of San Pedro Avenue at Nakoma and Bitters at Jones Maltsberger. In view of staff's recommendation, it is our understanding you will discuss the alternative route with your client and get back with City staff.



1994 Traffic Volumes
Excluding Arion



1994 Traffic Volumes
Including Arion with
Existing Ramp Configuration



1994 Traffic Volumes
Including Arion with
Reversed Northbound Ramps

12/83 DRAFT

DECLARATION OF COVENANTS AND RESTRICTIONS
AND
DEVELOPMENT CONTROLS

WITNESSETH:

WHEREAS: Declarant is the owner of the real property described in Article I, Section 3 of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 3 hereof to the covenants, restrictions, controls, charges and liens hereinafter set forth.

NOW, THEREFORE, Aerodrome Plaza Joint Venture, Declarant, declares that the real property described in Article I, Section 3, and such additions thereto as may hereafter be made pursuant to Article I, Section 4 hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, controls, charges and liens hereinafter set forth.

ARTICLE I.

IN GENERAL

SECTION 1. PLANNING CONCEPT. The Arion is the master-planned project of Aerodrome Plaza Joint Venture and is located within the north-central sector of San Antonio, the City's most viable area of recent, as well as projected, growth and economic development.

Of major significance is the Arion's geographical setting and proximity relative to major segments of the area's highway network, the International Airport and activity generators giving impetus to planned development within the market.

The Arion is located two miles north of the intersection of U.S. 281 and Loop 410 and approximately four miles inside F.M. 1604, the City's outer loop. More specifically, the Arion fronts the east side of U.S. 281 (McAllister Freeway) immediately north of the Nakoma Interchange. Because of the site's location and proximity with respect to the interchange, it is within three minutes driving time of the airport entry and less than ten minutes to the City's Central Business District.

The Arion adjoins the northerly boundary of the International Airport. Emphasis is placed upon project development/coordination in terms of both circulation and land use interrelationships with that of the City of San Antonio with the implementation of the Airport Master Plan.

The Arion is designed to be a focal point for the rapidly growing U.S. 281 north-central corridor. Office, office/warehouse, retail, and residential uses will be combined with restaurants and hotel facilities in a heavily landscaped and carefully controlled setting designed so as to form a compatible and mutually supportive framework for development. The information presented in this document is intended to provide guidance to individual land purchasers and building developers in order to insure that all components of the project ultimately form an integrated and superior whole. The covenants, restrictions, and guidelines also provide direction to the builder/developer by defining certain items and areas which are common to the project as a whole and items over which Arion, as the land developer and project participant, will exert strict control.

As a mixed-use project, the Arion is based upon three integrated planning concepts: (1) Well thought-out, yet flexible, land use planning; (2) A common set of development controls/guidelines; and (3) An overall landscaping plan.

The land use concept is based on an overall Master Plan. The Master Plan will be sensitive to market conditions; and, while maintaining its basic integrity, will be responsive to change.

The development guidelines, covenants, and restrictions presented in this document provide a common basis for individual site planning and building design. For each use, separate sections are provided on site requirements (open space, landscaping, parking, etc.), structures (building orientation, character, and design) and site elements (lighting, signs, etc.).

The third planning concept, landscaping, is particularly important to the overall character of the Arion. In order to ensure uniformity and the appearance of an integrated whole, a 25-foot landscape on-site amenity zone is established along all major thoroughfares. The landscaping of such zones will be the responsibility of individual owners.

Significant landscaping will also occur in the esplanades located throughout the project. The esplanades will be maintained by the Arion Property Owners Association.

SECTION 2. DEFINITION. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

a. "Association" shall mean and refer to the Arion Association.
b. "The Properties" shall mean and refer to the real property (including improvements) described in Section 3 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 4 hereof.
c. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Properties of the Arion Association."
d. "Declarant" shall mean and refer to Aerodrome Plaza Joint Venture and its successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable.

e. "Area," when followed by a roman numeral, shall mean and refer to a specific portion of The Properties, the exact geographic location of which shall have been described and defined either in Exhibit "A" referred to in Section 3 of this Article I or in one of the Supplementary Declarations provided for in Section 4 of this Article I.

SECTION 3. PROPERTY SUBJECT TO DECLARATION. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference. For purposes of this Declaration such real property is designated as Area 1. All of The Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part hereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

SECTION 4. ADDITIONS TO PROPERTY SUBJECT TO DECLARATION. Additional property may become subject to this Declaration in the following manner:

a. If Declarant or any other person, firm or corporation is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Properties may be added to the scheme of this Declaration if such properties are within the boundaries set out in Exhibit "B" attached hereto and incorporated herein by reference, whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplementary Declaration shall include a geographical description of the property added and shall designate said area with the term "Area" followed by a roman numeral so as to differentiate each respective area from other areas within The Properties.

b. Such Supplementary Declaration shall contain covenants and restrictions to which the added properties shall be subject. Such covenants and restrictions may contain additions, deletions, and modifications from those contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within "Area," nor revoke, modify, or add to the covenants established by previously filed Supplementary Declarations within previously designated "Areas," nor shall such Supplementary Declaration in any way change the provisions of the Articles of this Declaration.

c. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as hereinafter provided.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Each and every person, persons or legal entity who shall own any lot, tract, or parcel of land in The Properties, shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

SECTION 2. CLASSES OF VOTING MEMBERS. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those members described in Section 1 hereof with the exception of Aerodrome Plaza Joint Venture. Class A members shall be entitled to one vote for each one hundred dollars ($100.00), or major fraction thereof, of value of that portion of The Properties owned by each such member as assessed by the City of San Antonio, Texas, for ad valorem tax purposes for the preceding year. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each one hundred dollars ($100.00), or major fraction thereof, of value of the part of The Properties in which such members own undivided interests.

Class B. The Class B member shall be Aerodrome Plaza Joint Venture. The Class B member shall be entitled to ten (10) votes for each one hundred dollars ($100.00), or major fraction thereof, of value of that portion of The Properties owned by it as assessed by the City of San Antonio, Texas, for ad valorem tax purposes for the preceding year, PROVIDED, HOWEVER, that from and after December 31, 1993, notwithstanding any other provision of this Article, the Class B member shall be entitled to only one vote for each one hundred dollars ($100.00), or major fraction thereof, of value of that portion of The Properties owned by it as assessed by the City of San Antonio, Texas, for ad valorem tax purposes for the preceding year.

ARTICLE III

ASSESSMENTS

SECTION 1. COVENANTS FOR ASSESSMENTS. The Declarant for each lot, tract or parcel of land owned by it within The Properties, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for landscaping and maintenance of center medians within public streets, common areas, and in every other instance used exclusively for purposes of promoting the comfort, health, safety, and welfare of the owners of The Properties, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

SECTION 3. ANNUAL ASSESSMENT. Each owner of any part of The Properties shall pay to the Association an annual assessment of _____ per one hundred dollars ($100.00) of value of that portion of The Properties so owned, as assessed by the City of San Antonio, Texas, for ad valorem tax purposes for the preceding year. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

SECTION 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

SECTION 5. VOTE REQUIRED FOR INCREASE IN RATE OF ANNUAL ASSESSMENT. The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 6. VOTE REQUIRED FOR SPECIAL ASSESSMENT. The Special Assessment authorized by Section 4 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 7. COMMENCEMENT DATE OF ANNUAL ASSESSMENT. The first annual assessment provided for herein shall commence with the year 1984 and shall continue thereafter from year to year.

SECTION 8. DUE DATE OF ASSESSMENTS. The first annual assessment shall become due and payable on July 1, 1984, and shall be considered delinquent if not paid by July 31, 1984. The assessments for any year after 1984 shall become due and payable on July 1 of such year and delinquent if not paid by July 31 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 9. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorneys' fees.

SECTION 10. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially, in any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses, and reasonable

attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of The Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

SECTION 11. COMMON PROPERTIES EXEMPT. All Common Properties as defined in Article I, Section 2c hereof, and any common properties of any other association designated on any recorded plat filed by Declarant, and all portions of The Properties owned by or otherwise dedicated to any political subdivision shall be exempted from the assessments and lien created herein.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. DESIGNATION OF COMMITTEE. The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board of Directors of the Association. Until December 31, 1993, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such committee may be removed by the Board of Directors and or the Declarant without cause. After such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

SECTION 2. FUNCTION OF ARCHITECTURAL CONTROL COMMITTEE. No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

SECTION 3. CONTENT OF PLANS AND SPECIFICATIONS. The plans and specifications to be so submitted and approved shall include the following:

a. A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated.
b. Exterior elevations.
c. Exterior materials, colors, textures, and shapes.
d. Structural design.
e. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
f. Parking area plan, including required landscaping.

g. Screening, including size, location, and method.
h. Utility connections.
i. Exterior illumination, including location and method.
j. Fire protection system.
k. Signs, including size, shape, color, location, and materials.

SECTION 4. DEFINITION OF "IMPROVEMENT." Improvement shall mean and include all buildings, and roofed structures, parking areas, loading areas, fences, walls, hedges, plantings, access drives, ponds, swimming pools, tennis courts, signs, changes in exterior color, materials and/or shape, glazing or reglazing of exterior windows, and any new exterior construction or exterior improvement exceeding $5,000.00 in cost which may not be included in any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not change exterior appearance.

SECTION 5. BASIS OF APPROVAL. Approval of plans shall be based upon conformity and harmony of architectural design relative to existing structures having proximity in terms of the interrelationships of building bulk and articulation of features having relevancy with respect to achievement of proper harmony, scale, and rhythm of development, the relationship of finished grades to neighboring sites, and conformity to both the specific and general intent of the protective covenants and controls, respectively.

SECTION 6. FAILURE OF THE COMMITTEE TO ACT. If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within sixty (60) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article V hereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

SECTION 7. LIMITATION OF LIABILITY. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE V

PROTECTIVE COVENANTS AND CONTROLS

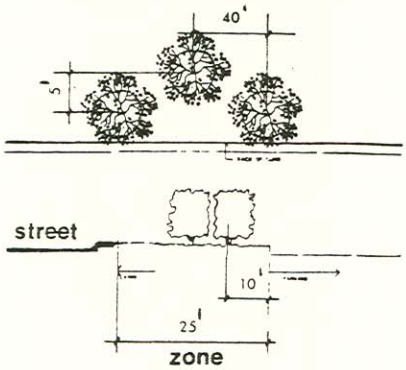
SECTION 1. COVENANTS APPLICABLE TO AREA 1. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to Area 1 of The Properties:

a. Use Limitations. Sites in Area 1 may be used for office, retail, restaurants, and related personal service uses and facilities. With the written approval of the Declarant, sites in Area 1 may be also used for multi-family residential dwellings, hotel, or hotel/conference center use. Only a maximum of two hotels may be so approved in Area 1.

b. On-Site Amenity Zone. A setback of 25 feet is required for buildings and parking areas along all public streets. These setbacks are intended to serve as a landscape reserve. The Zone is to be landscaped by individual owners commensurate with the development of individual sites. Berming and tree planting is required within such zones. A minimum of thirty (30) percent of the on-site amenity zone shall be bermed to an average height of three (3) feet above the average curb elevation at the front of the site.

Live Oaks having an overall height of twelve (12) feet and a trunk caliper of at least four (4) inches shall be planted within such zones so as to be located in a double row and spaced in a triangular fashion as hereinafter illustrated:

Triangular Spacing Diagram



Additional landscaping may consist of low shrubs (4-feet maximum in height) and ground cover. All such areas shall have automatic sprinkler systems.

The Architectural Control Committee may give credit in their approval of landscape plans to the retension of existing trees within such zones with respect to application of the above criteria, based upon their species, number, size, and location.

c. Parking Areas. Off-street parking areas shall

(1) Be curbed, guttered, and paved.

(2) Not exceed a grade slope of five (5) percent.

(3) Not be provided in front of any building line fronting a public street.

(4) Be adequately screened adjacent to public streets by use of berm, trees, and landscaping as set forth by (b.) above.

(a) All areas devoted to off-street parking shall include, to the extent necessary to further the intent of these covenants, trees and/or other acceptable materials, which are utilized as visual medium. All landscaping shall be maintained in good condition so as to present in perpetuity a healthy, neat and orderly appearance.

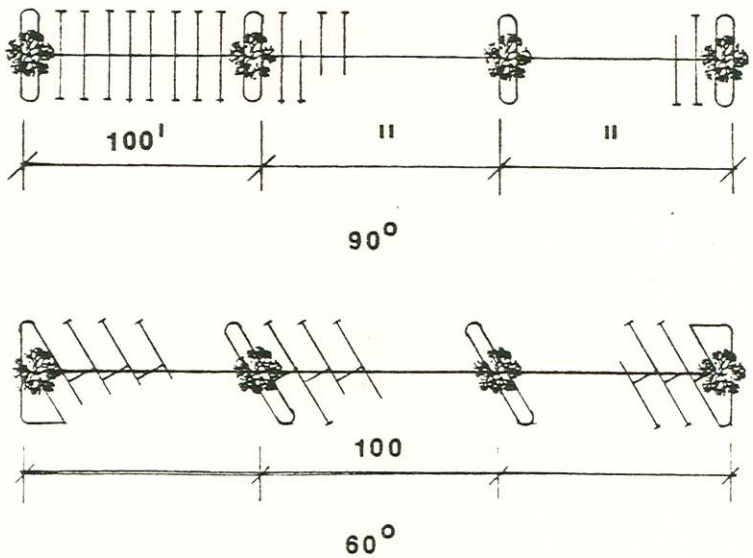
The location and minimum extent of tree planting required shall be as determined from the application of standards as hereinafter stated and illustrated.

(b) All trees required shall be at least twelve (12) feet in overall height when planted. The trees, when planted, shall have a minimum caliper of three (3) inches in the trunk and a clear trunk of at least four and one-half (4 1/2) feet. All required trees shall be live oaks or an approved equal of an evergreen variety.

(c) All planting areas containing trees shall be curbed and have a minimum width of four (4) feet.

(d) There shall be the equivalent of one (1) planting area containing a tree for each one-hundred (100) lineal feet of parking within parking rows. Trees shall also be provided at the ends of parking rows.

Typical Illustrations of Landscape Standards for Interior of Parking Lots



(e) The Architectural Control Committee shall base their approval of an applicant's plan for landscaping upon the findings that the plan will provide for amenity with respect to views from adjacent public streets and, in addition, afford reasonable protection to adjacent properties.

d. Landscaping required in accordance with b. and c., (a) through (e) above shall be accomplished contemporaneously with completion of other improvements, but in no event later than thirty (30) days after first occupancy or issuance of certificate of occupancy, whichever shall first occur.

e. Driveways. Access driveways utilized for ingress and egress shall:

(1) Not intersect a public street within fifty (50) feet of intersections as measured from a point established by the imaginary extension and intersection of pavement lines.

(2) Have a minimum width of twelve feet.

(3) Have a minimum separation of one hundred (100) feet.

f. Signs. All signs shall be approved by the Architectural Control Committee in writing prior to installation. The Arion sign program is designed to maintain aesthetic cohesiveness, while allowing for flexibility with respect to permitted usage within varying settings related to the environments of Arion.

Owner identification signage shall be subject to the following criteria and standards relative to usage:

(1) Office Buildings.

i. Form - Street identification signs shall be free-standing monoliths, unless otherwise approved by the Architectural Control Committee.

ii. Scale - Street identification signs shall not exceed a height of 54 inches from finished grade, and have a constant depth of 12 inches. The length may vary; however, no such sign shall exceed 14 feet. A larger sign may be allowed when the building faces U.S. 281.

iii. Materials - The monolith shall be constructed of cast concrete in order to properly relate to the overall project identifiers unless otherwise approved by the Architectural Control Committee. The face material may vary in order to relate to architectural features of the building.

iv. Placement and quantity - Each office building is allowed one ground-mounted sign. A second ground mounted sign may be allowed to identify a second anchor tenant or to identify a prominent first floor tenant.

v. Layout - The message elements allowable on such signs shall be a name of the building, the project or anchor tenant, and the street address of the building.

vi. Color - The color of the sign face may vary and should relate to architectural features of the building. The color of the message content shall contrast with the sign face.

vii. Illumination - Street identification sign graphics may be ground lit or halo-lit. Fixtures for ground lit signs should evenly wash the entire face of the sign and should be below the finished grade. All wiring, transformers, ballasts, starters, raceways, ballast boxes and other necessary equipment shall be concealed.

viii. Landscaping - Landscape treatment around the sign base is required. Grass or ground cover shall be deemed sufficient for compliance.

ix. Mixed Use Project Signs - Project containing retail buildings (retail uses on the ground level of parking decks) whose facia-mounted signs are not visible from the public right-of-way, or if retail tenants have space within the office buildings themselves, the project sign may be used to indicate the retail tenants.

When the project sign is used primarily as a retail tenant marquee, the shape of the sign may shift from horizontal to vertical. The height and width of the sign shall be determined on a case-by-case basis. All individual tenant names on the sign shall be uniform in size, typestyle and color.

(2) Freestanding Retail and Personal Service Buildings.

i. Form - Street identification signs shall be freestanding monoliths. Exceptions to the monolith form may be considered by the Architectural Control Committee.

ii. Scale - Street identification signs shall not exceed a height of 48 inches from finished grade, and a constant depth of 12 inches. The length may vary but should not exceed 10 feet. A larger sign may be allowed when the building faces U.S. 281.

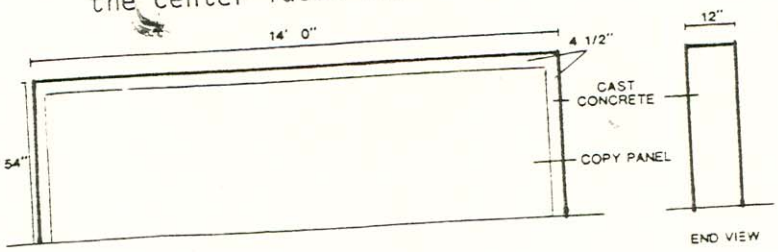
iii. Materials - The monolith shall be constructed of cast concrete in order to properly relate to the overall project identifiers, unless otherwise approved by the Architectural Control Committee.

(3) Commercial Center (Street Identification Signs).

i. Street Identification Sign.

(a) Form - Street identification signs shall bee freestanding monoliths, unless otherwise approved by the Architectural Control Committee.

(b) Scale - Street identification signs shall not exceed a height of 54 inches from finished grade, and have a constant depth of 12 inches. The length may vary, but should not exceed 14 feet. A larger sign may be allowed if the center faces U.S. 281.



Street Identification Sign

(c) Materials - The monolith shall be constructed of cast concrete in order to properly relate to the overall project identifiers, unless otherwise approved by the Architectural Control Committee.

(d) Color - The color of the sign face may vary and should relate to architectural features of the center. The color of the message content should contrast with the sign face. Irridescent, phosphorescent, and dayglo signs shall not be permitted.

(e) Layout - The message elements allowable on such sign shall be the name of the center, the logo of the center and the street address of the center.

(f) Illumination - Street identification sign graphics may be interior illuminated, ground-lit or halo-lit. Any sign which is interior illuminated shall have an opaque field with only the type and graphics translucent. Fixtures for ground lit signs shall be below the finished grade. Ground lighting shall evenly wash the entire face of the signs. All ballasts, wiring, transformers, starters, and other necessary equipment shall be concealed.

(g) Placement and quantity - Each center will be allowed one ground-mounted sign. For shopping centers facing two streets, consideration will be given for a second ground-mounted sign. Specifically forbidden are trailer signs, pylon freestanding signs and signs with exposed or flashing lights.

(h) Landscaping - Landscape treatment around the sign base is required.

ii. Tenant Facade Signs.

(a) Form - Building identification (tenant) signs shall be either a graphic band which is integrated into the facade of the building or individual facia-mounted signs. Fabrication shall be the same for all stores in a center.

(b) Scale - The size and proportion of the signs shall be in scale with the facade of the building. If a graphic band is used, it shall not exceed 36" in height.

(c) Materials - If a graphic band is used, it shall be constructed of a facing material which is translucent (acrylic, fiberglass fabric, aluminum with acrylic cut out) or an opaque field with illuminated letters and graphics. If individual facia-mounted

signs are used, they shall be either internally illuminated channel letters with opaque sides and a smooth translucent plexiglass face or back-lit pin-mounted channel letters.

(d) Color - All signs in the center shall be of the same color. If a graphic band is used, the background color shall remain consistent.

(e) Layout - The message elements allowed are the name of the tenant and/or the tenant's logo. Tenant signs shall have one horizontal line of copy.

(f) The maximum letter height permitted shall be 24 inches.

(g) Illumination - Building signs shall be interior illuminated, halo-lit, or channel letters with opaque sides and a translucent acrylic face. Graphic bands which are interior illuminated shall have an opaque field with only the type and graphics illuminated. All wiring, transformers, ballasts, starters, raceways, ballast boxes, and other necessary equipment shall be concealed.

(h) Placement and quantity - Each retail tenant may have only one building sign. For stores with unusually long frontages or two exposures, consideration will be given by the Architectural Control Committee for a second sign.

iii. Tenant Pedestrian Signs.

(a) Form - Plaques with Information on two sides.

(b) Scale - These signs shall not exceed 8 square feet.

(c) Materials - These signs shall be compatible with the architecture and related to the building identification signs.

(d) Placement and Quantity - These signs may be suspended from the walkway covering perpendicular to the store front.

(e) Layout - Allowable elements are the tenant name and logo or graphic device. A standard program shall be developed for each center which will define layout, color, typography, logo and graphic devices.

(f) Illumination - No individual illumination of the signs shall be permitted.

(4) Hotel/Conference Centers.

i. Street Identification Signs.

(a) Form - Street identification signs shall be freestanding monoliths.

(b) Scale - Street identification sign will be a maximum height of 54 inches from finished grade, and a constant depth of 12 inches. The length may vary, but should not exceed 14 feet.

(c) Materials - It is suggested that the monolith be constructed of cast concrete in order to properly relate to the overall project identifiers. Alternative materials however are allowed. The face material may vary and should relate to architectural features of the building. Interior illuminated signs shall be constructed of acrylic, fiberglass fabric, or aluminum with acrylic cut outs.

(d) Placement and quantity - Each hotel will be allowed one ground-mounted sign. For hotels facing two major streets, consideration will be given for a second ground-mounted sign. Street identification signs will be placed adjacent to the main vehicular entry, within the landscape reserve.

(e) Layout - The message elements allowable on the sign shall be the name of the hotel, the logo of the hotel, and the street address of the hotel.

(f) Color - The colors of the sign may vary and will generally reflect the colors of the hotel's graphics program.

(g) Illumination - Street identification signs may be interior illuminated, ground-lit or halo-lit typography and graphics. Any sign which is interior illuminated should have an opaque field with only the type and graphics translucent. Fixtures for ground-lit signs should be below the finished grade. Ground lighting should evenly wash the entire face of the sign. All wiring, transformers, ballasts, starters, raceways, ballast boxes and other necessary equipment shall be concealed.

(h) Landscaping - The installation of landscape treatment around the sign base is required. Simple grass or ground cover is recommended.

ii. Building Identification Signs.

(a) Two wall-mounted signs are allowed. These will be identifiers stating the hotel name in separate, detached letters and/or logo.

(b) The maximum sign width will not exceed 60 percent of the width of the wall on which the sign is mounted.

(5) Residential (Apartment/Condominiums)

i. Street Identification Signs.

(a) Street identification signs shall be freestanding monoliths.

(b) Street identification signs shall not exceed a height of 48 inches from finished grade and a constant depth of 12 inches. The length may vary, but shall not exceed 12 feet.

(c) Materials - The monolith shall be constructed of cast concrete in order to properly relate to the overall project identifiers. The face material may vary and should relate to architectural features of the project.

(d) Placement and quantity - Each residential project shall be allowed one ground mounted sign. For residential projects facing two streets, consideration may be given by the Architectural Control Committee for a second ground mounted sign. No additional residential identity device shall be allowed.

(e) Layout - The message elements allowable on the sign shall be the name of the project, the logo of the project and the inclusive street address(es) of the project.

(f) Color - The color of the sign face may vary and shall relate to architectural features of the project. The color of the message content should contrast with the sign face.

(g) Illumination - Street identification signs may have ground lit or halo-lit letters and symbols. Fixtures for ground lit signs shall be below the finished grade. Ground lighting shall evenly wash the entire face of the signs. All ballasts, wiring, transformers, starters and other necessary equipment shall be concealed.

(h) Landscaping - Landscape treatment around the sign base is required. Grass or ground cover is considered as minimum compliance.

(6) Directional and Regulatory Signs.

i. Signs which direct and control the movement of the vehicular traffic throughout the project shall be of post and panel type and constructed of aluminum or fiberglass. The colors of the panels shall match the Ario entry street sign and have white "TIMES ROMAN" type. Sign posts shall be painted medium grey. Copy shall be succinct to convey the intended message. Signs shall be located as utility and safety dictate with placement approved by the Architectural Control Committee.

g. Screening.
   (1) Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling towers, skylights and all roof mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view in a manner and at a location approved in writing by the Architectural Control Committee. Such screening would normally include landscaping or permanent fences of solid materials and be located as far from property lines as reasonably possible.
   (2) No antenna or tower shall be erected on any property for any purpose without prior written approval from the Architectural Control Committee.
   (3) Any and all lines and/or wires for communication or for transmission of sound or current, not within a building, shall be constructed or placed and maintained underground.

h. Loading Docks and Areas.
   (1) Loading docks and areas shall not be located on the street side of any building or structure, except that the Architectural Control Committee may approve such location in writing (subject to express screening requirements) on one street side of corner buildings or structures.
   (2) Loading docks and areas shall be screened in a manner approved in writing by the Architectural Control Committee.

i. Exterior Building Treatment.
   (1) All building sides shall be faced with face brick, stone, or with such other quality face materials as may be approved in writing by the Architectural Control Committee. Cast, textured concrete or stucco may be deemed acceptable in certain instances for buildings not exceeding two (2) stories in height when approved by the Architectural Control Committee. Windows within buildings exceeding three (3) stories in height shall not be glazed or reglazed with mirrored or reflective glass without prior written approval of the Architectural Control Committee.
   (2) Construction must conform to plans and specifications approved in writing by the Architectural Control Committee pursuant to Article IV hereof.

j. Construction Control.
   (1) No tree cutting or clearing shall occur until the Builder/Developer and a designate(s) by the Architectural Control Committee meet on-site and identify by mutual consent trees which shall be preserved and protected during the construction process. Such trees shall be selected on the basis of species, location, maturity, condition, and appearance. Selected trees will be clearly marked with a bright colored ribbon so as to clearly communicate the intent to preserve and protect to those engaged in the construction project.
   (2) Trees selected for preservation within an approved building site shall be flagged and encircled with 4x4 inch posts, 8 feet on center with three (3) 2x4 inch cross members 18 inches on center. The protective fencing shall extend beyond the full spread on

the tree's branches so as to reasonably ensure protection. The clearing of underbrush under the tree's dripline shall not occur until completion of construction activities.

(3) Wherever it is necessary to trench or bore near protected trees for utilities, the builder shall use all possible care to avoid injury to tree roots. Excavations in areas where roots are two inches or larger in diameter shall be done by hand-tunneling under the roots.

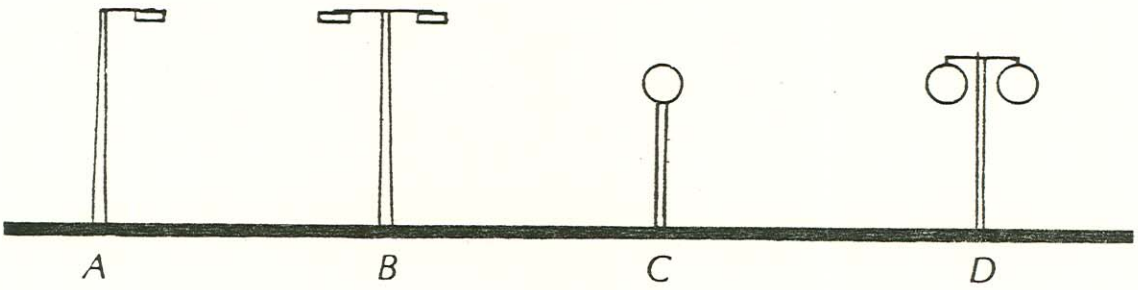
(4) In the event any tree designated for preservation is damaged, it shall be repaired at the expense of the Builder/Developer.

k. Project Light Fixtures.

(1) Developers shall install, as hereinafter illustrated, attractive and efficient light fixtures which adequately light property and aviod light spillover onto adjacent properties.

(2) Parking Lot Fixtures.
Light fixture luminaires shall be of a basic "box" design mounted on a metal pole. The fixtures shall be of a dark bronze color.
(i) Parking lots shall be illuminated in a range of 1-2 foot-candles.

(3) Open Space and Walkway Fixtures.
Light fixture luminaires shall be a basic spheriod design mounted on cylindrical poles of a dark bronze color. The illumination source shall in incandescent.
(i) Open space and walkways shall be illuminated to 2.0 foot-candles.



Parking Lots

Sodium Source
Glare Shielded

Pedestrian Walks, Courts and Plazas

Incandescent
Visible Source

FIXTURES

ARTICLE VI

MAINTENANCE

SECTION 1. DUTY OF MAINTENANCE. Owners and occupants (including lessees) of any part of The Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of The Properties so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

a. Prompt removal of all litter, trash, refuse, and wastes.
b. Lawn mowing.
c. Tree and shrub pruning.
d. Watering.
e. Keeping exterior lighting and mechanical facilities in working order.
f. Keeping lawn and garden areas alive, free of weeds, and attractive.
g. Keeping parking areas, driveways and roads in good repair.
h. Complying with all government health and police requirements.
i. Striping of parking areas and repainting of improvements.
j. Repair of exterior damages to improvements.

SECTION 2. ENFORCEMENT. If, in the opinion of the Association any such owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of any part of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of The Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VII

COMMON PROPERTIES

SECTION 1. EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties.

SECTION 2. TITLE TO COMMON PROPERTIES. Declarant shall convey ownership of the Common Properties to the Association which shall be responsible for their operation and maintenance, within five years after their designation as such in accordance with Article 1, Section 2c above.

SECTION 3. EXTENT OF EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Properties;
b. The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;
c. The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof;
d. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosure;
e. The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 1. DURATION. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2023, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or

by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed Records of Bexar County, Texas.

SECTION 2. AMENDMENT. Article V and VI of this Declaration may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership of the Association as defined in Article II hereof, with both classes of the membership voting together. All other Articles may be amended or terminated prior to January 1, 1991, by sixty percent (60%) of the total eligible votes of each class of voting members voting separately. Thereafter, all Articles may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to December 31, 1993. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Bexar County, Texas, with the signatures of the requisite number of the owners of The Properties (and the signature of Declarant if prior to December 31, 1993).

SECTION 3. ENFORCEMENT. The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. SEVERABILITY OF PROVISIONS. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

SECTION 5. NOTICE. Wherever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

SECTION 6. TITLES. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

This Declaration made this _____ day of _____, 1983, by Aerodrome Joint Venture, hereinabove called Declarant.

Glen J. Westrom, A.I.C.P.
Planning & Zoning Consultant
10127 Morocco/Suite 132
San Antonio, Texas 78216
512/340-7134

December 2, 1983

Roland A. Lozano
Director of Planning
City of San Antonio
P.O. Box 9066
San Antonio, Texas 78285

SUBJECT: SUBMITTAL OF PRELIMINARY OVERALL AREA DEVELOPMENT PLAN (POADP) - "THE ARION" (AERODROME PLAZA J/V).

Dear Roland:

Persuant to Section 36 - 20 (c) of the City's Subdivision Regulations, accompanying are three sets of the required POAD commensurate with the platting of Phase I of the above captioned development.

We are currently in the process of submittals and seeking approvals of the following relative to the project:

1. Preliminary plat submitted with Master Utility Plan and Plan and Profile consturction sheets for Arion Blvd., Phase I.

2. Master Zoing Plan (scheduled for Zoning Commission December 20th, 1983.

3. Drainage construction plans for box culverts with Arion Blvd.

4. Hydrolic calculations (computer model, based upon City criteria).

5. "On-site" sanitary sewer outfall to Salado Creek Outfall as indicated by plan.

6. Other utility construction drawings and supporting documentation.

Your attention to this matter is acknowledged and appreciated.

Sincerely,

Glen J. Westrom

Enclosures

cc: Marvin D. Haass
Eduardo Longoris, Jr.
David Kipp
John Grant

GJW:naa

DEC. 2/03

ROLAND—

WOULD APPRECIATE THE OPPORTUNITY TO REVIEW ONCE YOU HAVE HAD A CHANCE TO DIGEST INITIAL "POADP"...
WILL GIVE YOU A CALL IN A FEW DAYS.

GLEN

of property owners indicated on the attached map. The names listed below should be keyed to the map furnished you to indicate the specific property of each owner. The name and address of the applicant should be listed first, and the representative, if any, second.

I certify that the names, addresses and zip codes listed below are those listed on the current City Tax Rolls.

Signed:

FOR OFFICE USE ONLY Z.C.	C.C.		LOT	NCB
		1. Glen J. Westrom Name of Applicant 10127 Morocco - Ste. 130 Address zip 78216	52-637 AC. (refer to field notes)	12056-12057
		2. Same Name of Representative Same zip	" " "	" "
		3. Aerodrome Plaza J/V Aeromac J/V Name of Owner 10127 Morocco, Ste. 130 zip 78216		
		4. Betty M. Sanders 905 Clydeville zip 16	1 & 2	12048
		5. Johnny G. & Margaret Adams 911 Clydeville zip 16	3 & 4	12048
		6. Johnny G. & Margaret Adams Same zip	5 & 6	12048
		7. Robert A Merritt 908 Clydeville - 11220 E. Coker Loop zip 16	49 HS	12049
		8. Robert A Merritt 910 Clydeville, 11330 E Coker Loop zip 16	50HS	12049
		9. Robert A & Ilda C Merritt ~~Same~~ 11330 E. Coker Loop zip 167	46-47 & 48 49, 50	12049
		10. City of San Antonio zip	1 5 AC	12054
		11. City of San Antonio zip	N 152.2 ft of E 90 4 ft 5	12054
		12. City of San Antonio zip	NE 152 2 ft of NW 525 ft of 5 1 922 AC	12054
		13. City of San Antonio zip	SW 288 3 ft of SE 565 5 ft 53 AC	12054
		14. Frank & Inez McClaran P.O. Box 23, Bruni, TX 78344 zip	SW 95 ft of NE 188 25 ft of NW 572 4 of 6 1 263 AC	12054

THIS LIST CONTAINS OWNERSHIP OF ADJACENT PROPERTY

Z.C.	C.C.	NAME AND ADDRESS	LOT	HCS
		15. Bonnie Sue Porter 11322 Coker Loop zip 16	N[illegible]3 ft of NW 300 ft of 6 0 649 AC	12054
		16. Herbert & Betty J. Dawson 11227 Gordon Road zip16	8 9.740 AC	12054
		17. Robert A. & Ilda C. Merritt 11330 E Coker Loop zip16	46, 47 & 48	12049
		18. Leo Turner Jr. 11735 Coker Loop zip16	NE 182.26 ft of SE 409.92 ft of 8V (1.79AC)	12057
		19. Leo Turner, Jr. same zip	NW 182.28 ft of SW 259.94 ft of 8V N.E. 182.26 of S.W. 263.61 of N.W. 4[illegible] of 8V (1.79AC)	12057
		20. Leif Zars c/o H L Erdman & Associates 2700 Stemmons FRWY #907 East Dallas zip	8W (10.2 AC)	12057
		21. E. H. Wetzel 811 N Coker Loop zip16	NW 247 ft of SW 878.75 ft of 8L (5AC)	12057
		22. Louis Martin & Mike Spraggin 13016 Sherbourne, Round Rock, TX zip78664	SE100 ft of SW 878.75 of 8L (2.AC)	12057
		23. Mr. & Mrs. Emery Dennis 907 Coker Loop zip16	8K (7.113AC)	12057
		24. John D. & Shriley Welch 916 Clydville zip13	51 - 54	12049
		25. John P. Bishop 11411 East Coker zip16	8F	12056
		26. Linthicum, Gus 4100 Loop 410 N.W. #212 zip 78219	N.E. 84.3 of S.E. 516.82 of 6 (1.0AC) 12[illegible] S.W. 82 of N.E. 296.5 of 6	12054 [illegible] 59926[illegible]
		27. Dawson, Herbert H. 11227 Gordon Rd. zip 16	8 (9.740AC)	12055
		28. City of S.A. zip	8 S.W. 84.75 of 8D (1.007AC)	12056
		29. Cardenas, Pete A. 830 Loop 410 N.E. Suite 208 zip09	S.W. 252.3 of 8B (3.AC)	12056
		30. Kennell, Patrick H. 11510 Coker Loop zip09	S.W. 210.1 of 8C (2.5AC)	12056

ADD ON

31. SAN ANTONIO Airport
OFFICE OF DIRECTOR OF AVIATION
9700 Airport BLVD.
S.A. Tx. 78216,

#19
Council
A. L. East
1/10/84

MAILING LIST OF PROPERTY OWNERS TO BE NOTIFIED

ZONING CASE NO. _____

Please furnish names and addresses of the applicant, his representative, and of property owners indicated on the attached map. The names listed below should be keyed to the map furnished you to indicate the specific property of each owner. The name and address of the applicant should be listed first, and the representative, if any, second.

I certify that the names, addresses and zip codes listed below are those listed on the current City Tax Rolls.

Signed: _____

FOR OFFICE USE ONLY Z.C.	C.C.			LOT	NCB
		1.	City of S.A.	NE 84.04' of SW 163'	12056
			~~Name of Applicant~~	BD (1AC)	12056
			// //	N.E. Tr. 250.87 of BD (.7220AC)	
			~~Address~~ zip	BH (5AC); 11	12056
		2.	// //	N.E. 152.2' of S.E.	12054
			~~Name of Representative~~	570.4' of 5 (2AC)	
			// //	N.E. 102.2 of N.W. 525 of 5 (1.994AC)	
			zip	S.W. 228.3' of S.E. 265.5 of 5 (2AC)	
				S.W. 228.3 of S.E. 549.3' of 5 (2.76AC)	
		3.	// //	S.W. 192.25 of N.W. 572.4 of	12054
			~~Name of Owner~~	6 (2.51AC); S.W. 114.2 of S.E. 572.4 of 6 (1.48AC)	
				S. IRR 10.90 of 8Q (1.6154AC)	12057
			zip	8P(2AC); 8Q(2AC); 8N(2AC)	
		4.	Kennell, Patrick H.	S.W. IRR. 126.12' of	12056
			11510 Coker Loop N.	N. IRR. 252.12 of BD (1.72AC)	
			zip 16		
		5.	Aerodrome Plaza Joint Venture	13; 8-J; 9; 10	12056
			P.O. Box 16429	N.E. 126 of S.E. 192 of BD (0.5515AC)	
			zip 16		
		6.	CARDENAS, Pete A.	S.W. 84.05' of	12056
			830 N.E. Loop 410 #208	BE (1AC)	
			zip 09		
		7.	Bishop, John & Perkins	BE	12056
			11411 E. Coker Loop	(4.496AC)	
			zip 26		
		8.	Longoria, Eduardo	N.E. 252.11	12056
			400 W 15th St Suite 515	of BG (3.00AC)	
			zip 01		
		9.	Beyers, Dean L.	20 & N.E. IRR	12056
			138 26 Norland	92.64 of BI (2.4108AC)	
			zip 32		
		10.	Bishop, John P. &	12; 21; 22	12056
			Patrick W. Perkins		
			11411 E. Coker Loop		
			zip 16		
		11.	Aerodrome Plaza Joint V	14, 15, 16, 17, 18, 19	12056
			P.O. Box 16429		
			zip 16		
		12.	Linthicum, Gus N.	S.W. IRR. 80'	12054
			102 Arcadia Pl.	of N.E. 164.3 of 6 P-100 (0.48AC)	
			zip 09		
		13.	Mc Clarran, Frank D.	N.E. 93.35 of S.E.	12054
			11314 E. Coker Loop	272.4 of N.W. 572.4 of 6 (0.5678AC)	
			zip 16		
		14.	Porter, Bonniesue	N.E. 93.25'	12054
			203 E. Rhapsody	of N.W. 300' of 6 (0.648AC)	
			zip 16	S.W. 93 of N.E. 188.25 of N.W. 572.4 of 6 (1.2634	

#81

Total 2 Lost
40
Compared
11/10/84

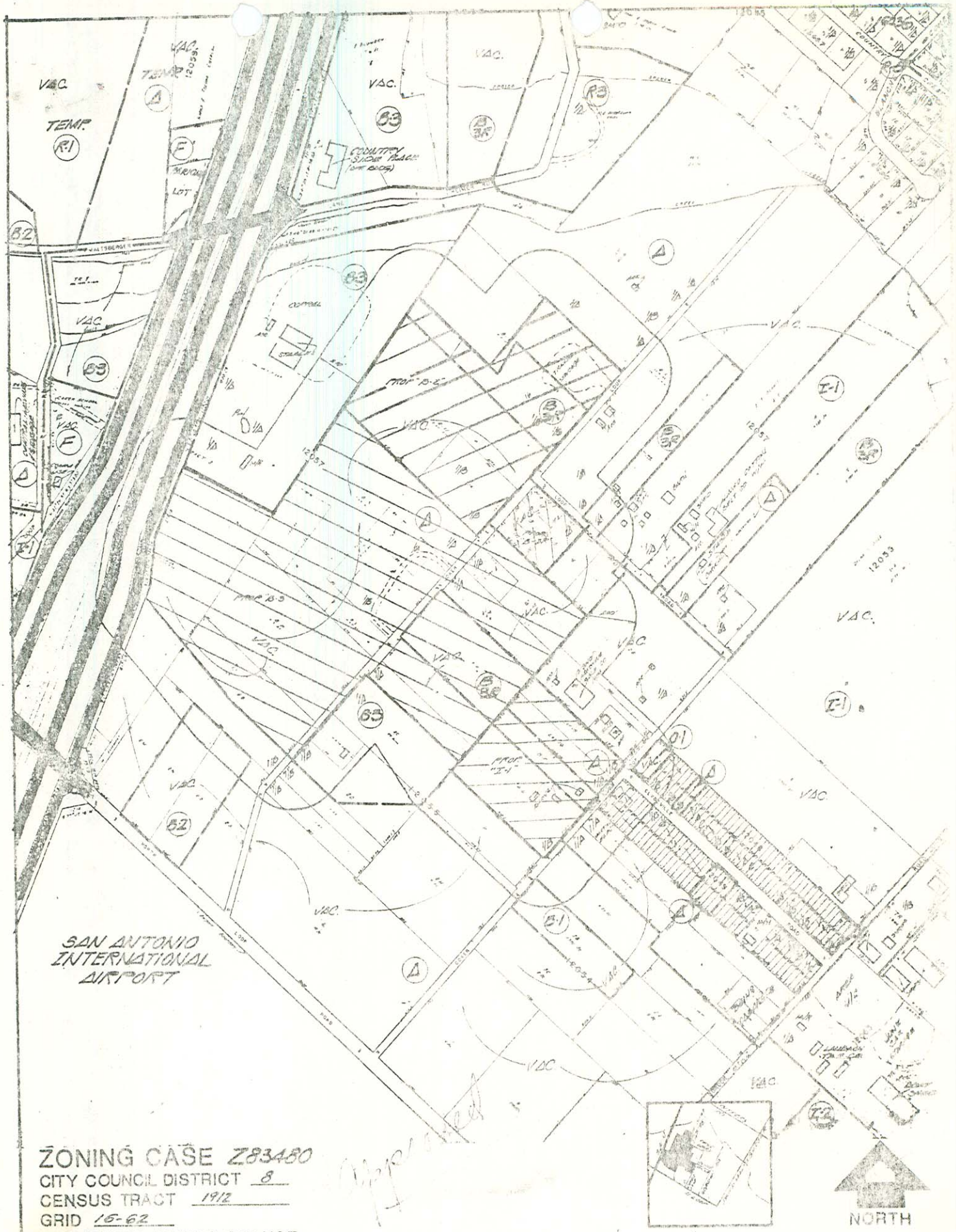
PRINT (OR) TYPE

FOR OFFICE USE ONLY
Z.C. C.C.

DEPARTMENT OF PLANNING

P.U.D. ☐ COMMISSION ☒
ENVELOPES ADDRESSED 41 COUNCIL ☐
MAILED 12883 ZONING CASE NO. S11

NAME AND ADDRESS	LOT	NCS
Welch, John D. 916 Clydeville ZIP 19	51-52-53-54	12049
16. Longoria, E. Jr. P.O. Box 16429 zip 16	1-2	12048
17. ZARS, Leif 10803 Gulfdale #500 zip 16	BW (10.20AC)	12057
18. Cross, Frank 11711 W. Coker Loop zip 16	S.W. IRR, 79.66' of BV (1.5AC)	12057
19. Newsom, Joe L. 165 W. Rampart #305 zip 16	N.W. 150' of 227.66' of S.E. IRR 412.39' of BV (1.39AC)	12057
20. Sargent, Albert W. 94 Sunrise Ave Sunrise Beach, Tx zip 78641	N.E. IRR 209.74' of S.E. IRR 412.39' of BV (2.03AC)	12057
21. ABHO, Soloman & Al Herndon c/o Hudfrey Dev. Corp. P.O. Box 32082 zip 16	N.E. IRR 202' of BU (6.24AC); 13 S.E. 402.97' of N.E. 1506.5' of Tr. 2	12057
22. Airdrome Plaza at Ventura P.O. Box 16879 zip 16	P-102 (a) Pt of BSE P-105A (a) Pt of BT (4.620AC)	12057
23. John V. Grant 10127 Morocco Suite 120 zip 16	P-103 (a) P. 85 (1.470AC)	12057
24. Jamison, Glen C. 11603 W. Coker Loop zip 16	P-104 (a) Pt of BS; P105 (a) BT	12057
25. Odom, Gwin C. Rt 3 Box 3341 Boerne, Tx. zip 78006	P-101 of pt BS (0.622SAC)	12057
26. Pitman, Scott 330 Robinhood Pl. zip 09	P-100 (a) pt of BS (0.622SAC)	12057
27. Haas, Marvin D. 1250 Blue Crest zip 32	B-R (5.30AC)	12057
28. Fisher, Elfriede Q 710 High Meadows Pleasanton, Tx. zip 78064	N. IRR 124.5' of BQ (2.385AC)	12057
29. City of S.A. zip	N.W. IRR 42.12' of S.E. IRR 123.92' of N.E. 509.53' of BM (0.9863AC) S.E. 81.8' of N.E. 539.5' of BM (1.0AC)	12057
30. Caldwell, Grace 322 Veda Mae zip 16	N.E. IRR 104.44' of S.E. 402.97' of Tr. 2 (0.968AC)	12057
31. McIlhany, Osborn W. 2308 Gideon Ave. San Antonio, 78222	N. IRR 354.53' of S. IRR 1021.05' of E. IRR	12057



ZONING CASE Z83480
CITY COUNCIL DISTRICT 8
CENSUS TRACT 1912
GRID 16-62
REQUESTED ZONING CHANGE
FROM "A" SINGLE FAM. RESID. DIST. "B-3R" RESTRICTED BUS. DIST.
TO "B-2" - "B-3" BUS. DIST. "B-3R" RESTRICTED BUS. DIST. "I-1" LIGHT IND. DIST.
DATE JAN. 26, 1984
SCALE

DEPARTMENT OF PLANNING
SAN ANTONIO, TEXAS

APPLICANT: Glen J. Westrom

ZONING CASE NO Z83480
APPEAL CASE
YES ____
NO XX

STATUS OF APPLICANT: Representative

OWNER OF PROPERTY: Aerodrome Plaza and Aeromac Jnt. Vnt.

OWNER CONCURS WITH THIS REZONING REQUEST

YESXX
NO ____

LOCATION OF PROPERTY

"A" and "B-3R" to "B-2"
A 12.946 acre tract of land out of NCB 12057, being further described by field notes filed in the Office of the Planning Department.
"A" and "B-3R" to "B-3"
Lots 9 and 10 NCB 12056 and a 29.534 acre tract of land out of NCB's 12056 and 12057, being further described by field notes filed in the Office of the Planning Department.
"A" to "B-3R"
Lots 12 thru 17 NCB 12056.
"A" & "B-3R" to "I-1"
Lots 18 and 19 NCB 12056, and 3.99 acre tract of land out of NCB 12056, being further described by field notes filed in the Office of the Planning Department
In th 12000 block of US Hwy 281 North.
In the 1140-1160 blocks of Coker Loop West.
In the 900 block of Coker Loop North.
In the 1200-1400 block of Coker Loop East.

FOR INFORMATION ONLY
Subject properties are located between US Hwy 281 North and Coker Loop East, also on the northwest and southeast sides of Coker Loop West, having approximately 510' on US Hwy 281 North, approximately 2100' on Coker Loop West, approximately 1050' on Coker Loop North and approximately 1100' on Coker Loop East.

REQUESTED CHANGE OF PROPERTY:

"A" Single Family Residence District and "B-3R" Restrictive Business District to "B-2" Business District, "B-3R" Restrictive Business District, "B-3 Business District and "I-1" Light Industry District.

ZONING COMMISSION PUBLIC HEARING HELD ON

INFORMATION PRESENTED BY APPLICANT

Mr. Glen Westrom, 10202 Morroco, stated that he is requesting the change of zoning to allow for mixed uses on the subject property. He further stated that the property is owned by three joint ventures. He stated that they have acquired 79 acres for retail uses, high quality office warehouse facility, condo-residential and hotel uses. He stated that they propose to also have water features, lakes and very heavily landscaping on the property. He stated that they intend to have a property owners association to maintain the landscaping of the development.

IN OPPOSITION

Mr. Bob Boyd, 11815 W. Coker Loop, stated that he is representing Mr. Leif Zars, owner of property adjacent to the proposed "B-2" zoned property who is opposed to having "B-2" adjacent to his property. He further stated that Mr. Zars would like to have more restricted zoning up against his property along with a buffer.

REBUTTAL

Mr. Westrom stated that Mr. Zars is part of the joint venture with a partnership of three persons and when the zoning plan was prepared Mr. Zars vote was out-voted by the other two members of the project in determining the zoning necessary to accommodate the objectives of the project. He stated that they will resolve the problem of how to properly buffer and protect Mr. Zars' property. He noted that the most restricted zoning is adjacent to Mr. Zars' property. He stated that they will try to resolve any problems before the case goes to City Council.

STAFF RECOMMENDATIONS

DISCUSSION

The subject properties are located in an area which has been transitioning to a mixture of business and industrial zoning and uses. This area also entertains several non-conforming uses. The applicant in this case is proposing a multiple use development.

RECOMMENDATION

Approval is recommended by staff.

RESULTS OF NOTICES RECEIVED BEFORE HEARING

There were forty-one notices mailed out to the surrounding property owners, one returned in opposition and seven returned in favor.

COMMISSION ACTION

MOTION WAS MADE BY Mr. Washington and seconded by Mr. Alvarado, to recommend approval of the requested petition from "A" Single Family Residence District and "B-3R" Restrictive Business District to "B-2" Business District, "B-3R" Restrictive Business District, "B-3" Business District and "I-1" Light Industry District for the following votes:

Washington, Alvarado, Kachtik, McNeel, Oviedo, Davies voting in the affirmative NONE voting against; Polunsky, Meza, Adams, Rodriguez, Small being absent. THE MOTION CARRIED

REASONS FOR ACTION

1. Subject property is located in the 12000 block of US Hwy 281 North, in the 1140-1160 blocks of Coker Loop West, in the 900 block of Coker Loop North and in the 1200-1400 blocks of Coker Loop East.
2. There were forth-one notices mailed out, one returned in opposition and seven returned in favor.
3. The property is in an area that has consitently come before the Zoning Commission for spot zoning in various area. This request conforms with the request as presented by the Commission and other City branches for a complete change rather than a sporatic in the immediate area.

FOR THE RECORD

In response to Ms. McNeels' question regarding the procedure of rezoning property in this area because it was in the Airport Overlay and industrial development was to be the highest recommendation. Now they are coming in and talking about putting in a hotel, is that consitent?

Mr. Guerrero stated that staff was recommending approval of industrial zonings because adjacent to the existing runways the airport was proposing industrial uses, warehousing and distributorship type uses and based on the master plan that the Airport, staff was basing their recommendation for the industrial uses.

Ms. McNeel stated that she was under the impression that residential was not encouraged to be in an area that was at the end of the runway.

Mr. Guerrero stated that this particular piece of property is not at the end of a runway.

OTHER RECOMMENDATIONS

It is further stipulated that the applicant work with Traffic Section for realignment of Coker Loop Road.

RESULTS OF NOTICE FOR COUNCIL HEARING

To be provided at Council Hearing