

SCANNED

**OAK RIDGE VILLAGE UNIT SEVEN
DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by Medallion, Ltd. ("Declarant").

Definitions

1. "Declarant" shall mean Medallion, Ltd., owner of the Property shown in the attached Exhibit "A", and its successors in interest.
2. "Property" shall refer to the approximately 4.38-acre tract of land located at New City Block Number 13732, 3400 Thousand Oaks, San Antonio, Texas, and more fully described in Exhibit "A".
3. "Airport Awareness Zone" shall mean an area significantly impacted by aircraft noise and designated as an Airport Awareness Zone by the City of San Antonio.
4. "Significantly Impacted by Aircraft Noise" shall mean an area located within the 65 DNL or above noise contours, depicted in Exhibit "C".

Recitals

1. Declarant is the owner of the Property that is the subject of this Declaration.
2. The Property currently lies within an Airport Awareness Zone, depicted in Exhibit "B" and is located within the 65 DNL or above noise contour depicted in Exhibit "C".
3. This Declaration is designed to provide notice to any Grantee of property that lies within the Airport Awareness Zone shown in Exhibit "B" and is located within the 65 DNL or above noise contour depicted in Exhibit "C".
4. The following restriction shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property, in part or in whole, and their heirs, successors, and assigns.

Restriction

1. **Notice to Grantees** - Declarant agrees that prior to the execution of a contract for the conveyance of tracts or lots within the Property, Declarant shall inform the Grantee in writing that the property is within the Airport Awareness Zone depicted in Exhibit "B" and is located within the 65 DNL or above noise contour depicted in Exhibit "C". Notwithstanding the above restriction, Declarant has no obligation to make such a written statement if, in fact, the property is no longer within said Airport Awareness Zone or is located within the 65 DNL or above noise contour depicted in Exhibit "C".

Book 9283 Page 723

General Provisions

1. **GOVERNING LAW** - THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.
2. **Construction & Severability** - If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern. In the event one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
3. **Unintended Omission** - If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Term** - Every covenant, condition, and restriction contained herein shall be binding upon the Declarant for a period of twenty-five (25) years from and after the date this Declaration is executed, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless and until an instrument, signed by the Declarant and the City of San Antonio, acting through the Director of Development Services, agreeing to terminate this Declaration shall have been recorded in the Bexar County Real Property Records. This Declaration shall be terminated, in part or in whole, at any time, by the filing of an affidavit by the City of San Antonio that all or a portion of the Property is no longer within the Airport Awareness Zone.
5. **Amendment** - The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the Declarant and the City of San Antonio, acting through the Director of Development Services, and recorded in the Bexar County Real Property Records.

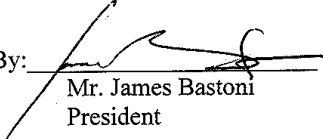
Book 9283 Page 724

6. **Recordation** – This Declaration shall be recorded in the Bexar County Real Property Records within fourteen (14) days of the approval by the City of San Antonio City Council.
7. **Enforcement** - Declarant agrees that the Grantees and the land subject to these Restrictive Covenants are direct intended beneficiaries of this Declaration, and that either the Grantees and/or Declarant and/or the owner or lessee of the property within the Airport Awareness Zone shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration; provided, however, upon the failure of the Declarant to promptly enforce this Declaration, Declarant and/or any owner of the Property or the owner or lessee of the property within the Airport Awareness Zone shall thereupon have the power and authority to enforce the terms and provisions of this Declaration. Enforcement of the Declaration and the covenants, restrictions, and development standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain violation or to recover damages. Failure by Grantee and/or Declarant or any owner to enforce any such covenant, restriction, or development standard shall in no event be deemed a waiver of the right to do so thereafter. Any remedies provided for in this Section are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate. In the event any person shall institute any action or proceeding against another person relating to the provisions of this Declaration, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, then and in such event the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for all reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs, to the extent permitted by the terms of any final order, decree, or judgment.

WHEREFORE, this Declaration is executed this _____ day of _____, 2002 at San Antonio, Texas.

Declarant:

Medallion, Ltd., a Texas limited partnership
By its general partner, Medallion Built Homes, Inc., a
Texas corporation

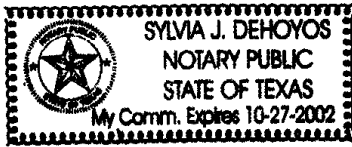
By: 
Mr. James Bastoni
President

Book 9283 Page 725

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2002, by James Bastoni, President of Medallion Built Homes, Inc., a Texas corporation, general partner of Medallion, Ltd., a Texas limited partnership, on behalf of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, 2002.



Sylvia J. DeHoyos
Notary Public, State of Texas
Print Name: _____
My Commission Expires: _____

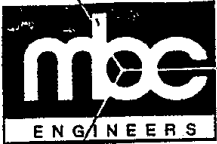
UPON RECORDATION PLEASE RETURN TO:

Sue Kopplin
6929 Camp Bullis Road
San Antonio, TX 78256

X:\2700-2860\2823\Rest Cov.doc

Book 9283 Page 726

EXHIBIT "A"



MACONA • BOSE • COPELAND and ASSOCIATES, INC
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 FAX (210) 545-9302
www.mbcengineers.com

ZONING
METES AND BOUND DESCRIPTION
FOR

Z 2001231

4.3819 ACRES OF LAND OUT OF THAT PORTION OF THE LOUIS KNEIPP SURVEY NO. 11, ABSTRACT NO. 391, NEW CITY BLOCK 13732, CITY OF SAN ANTONIO, AS RECORDED IN VOLUME 5631, PAGE 20 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING: At a point in the southwest right-of-way line of Thousand Oaks being S 49°28'00" E 28.39 feet and S 66°03'00" E 24.64 feet along the southwest right-of-way line of Thousand Oaks from the intersection of the southwest right-of-way line of Thousand Oaks with the southeast right-of-way line of Tavern Oaks as shown on the recorded subdivision plat of Oak Ridge Village, Unit-1 as recorded in Volume 9527, Page 177 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Along the southwest right-of-way line of Thousand Oaks the following two courses:

S 66°03'00" E 97.96 feet to a point;

S 49°28'00" E 549.84 feet to a point for the most easterly corner of this tract;

THENCE: Departing the southwest right-of-way line of Thousand Oaks S 39°30'00" W 370.72 feet along the northwestern most line of Oak Ridge Village, Unit-6A (Volume 9547, Page 142 of the Deed and Plat Records of Bexar County, Texas) to a point in the northeastern boundary of a Drain Right-Of-Way platted with the Oak Ridge Village, Unit-1 as recorded in Volume 9527, Page 177;

THENCE: Along the varying width drain right-of-way the following courses:

N 21°37'25" W 150.54 feet to a point;

N 49°37'25" W 394.02 feet to a point;

Book 9283 Page 727

ROGER W. BOSE, P.E. NO.23972 • ROBERT A. COPELAND, P.E. NO. 24616 • ROBERT A. LIESMAN, P.E. NO.44131
SAMUEL B. BLEDSOE, III, P.E. NO.38820 • DAVID L. ALLEN, P.E. NO.66073 • ROBERT A. COPELAND, JR., P.E. NO.70868

Z2001231

N 46°50'32" W 125.05 feet to a point;

N 12°23'23" W 60.97 feet to a point;

N 18°05'52" E 66.21 feet to a point of curvature;

Northeasterly along a curve to the right having a radius of 323.00 feet, a central angle of 22°26'08", a tangent length of 64.06 feet, an arc length of 126.48 feet, and a chord which bears N 29°18'56" E 125.67 feet to a point of tangency;

THENCE: N 40°32'00" E 46.24 feet to the POINT OF BEGINNING and containing 4.3819 acres of land.

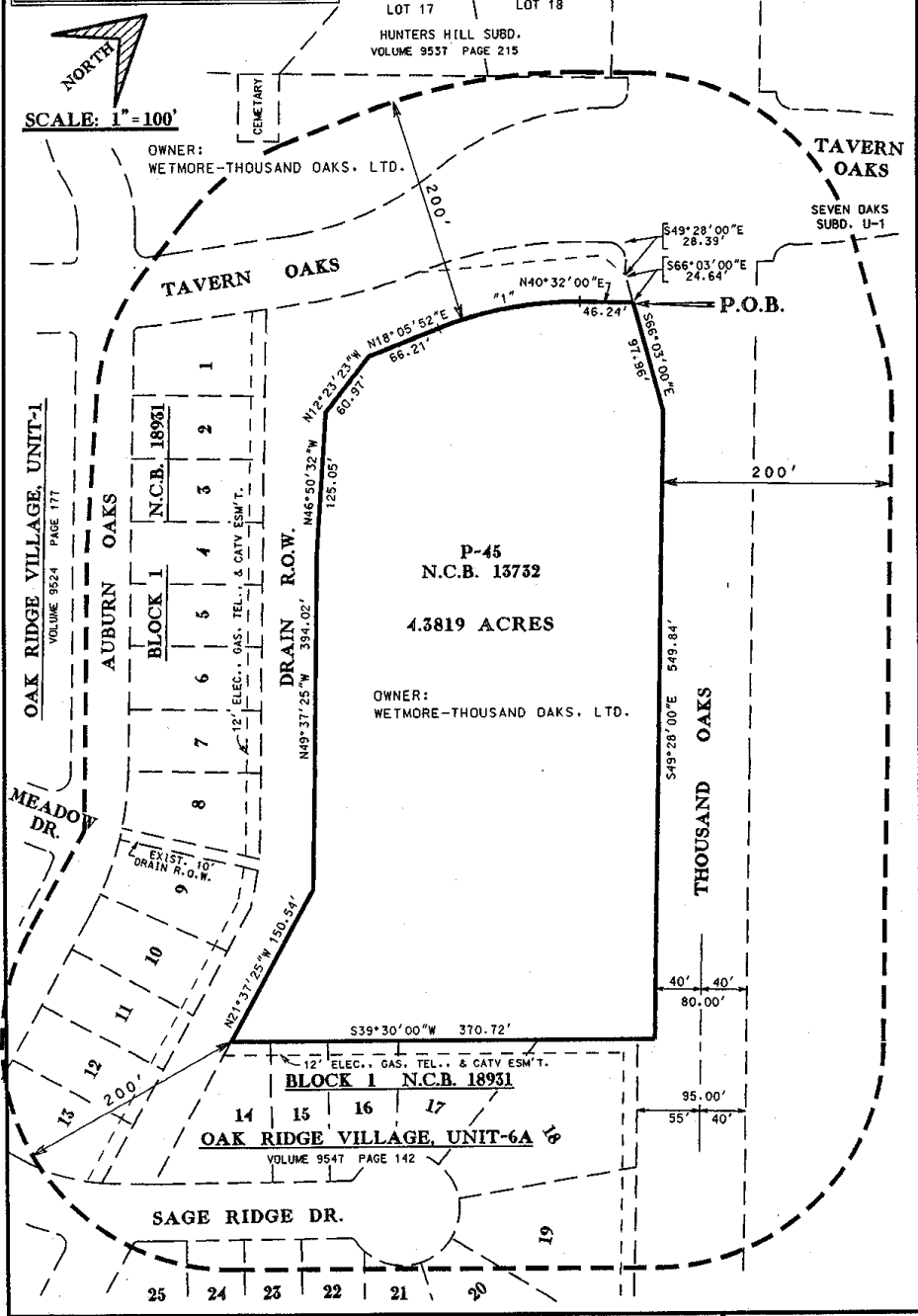
NOTE: This metes and bounds description is not based on an actual survey of the 4.3819 acres by Macina, Bose, Copeland and Associates, Inc.

1-8129
August 22, 2001
PAE/mns



CURVE DATA				
NO.	RADIUS	DELTA	TANGENT	LENGTH
1	323.00'	22°26'08"	64.06'	126.48'

EXHIBIT "A"



mbc
ENGINEERS
1035 Central Parkway North
San Antonio, Texas 78232
(210) 545-1122
FAX (210) 545-3302

ZONING SKETCH
OF
4.3819 ACRES OF LAND OUT OF THAT PORTION OF THE LOUIS
KNIPP SURVEY No. 11. ABSTRACT No. 391. N.C.B. 13732.
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

DESIGN	R. W. B.
DRAWN	P. A. E.
CHECKED	
DATE	AUG. 21, 2001
JOB NO.	1-8129
SHT.	1 of 1

BOOK 9283 PAGE 729

EXHIBIT "B"

A RESOLUTION 01-03-02 -

APPROVING AN ADMINISTRATIVE PROCEDURE THAT ESTABLISHES AIRPORT AWARENESS ZONES FOR INTERNATIONAL AND STINSON MUNICIPAL AIRPORTS AND A PROCESS FOR ADMINISTERING ZONING CASES THAT FALL WITHIN THE AWARENESS ZONES.

* * * * *

WHEREAS, the San Antonio Zoning Commission held a public hearing on March 20, 2001 to consider a procedure and process to establish and administer Airport Awareness Zones and the zoning cases that fall within such zones; and

WHEREAS, as the FAA considers noise-sensitive land uses within the 65 DNL noise exposure contour to be significantly impacted by aircraft noise, the boundaries for the Awareness Zones are intended to capture the areas that may have a noise level of 65 DNL in order to synchronize and facilitate proposed development with potential aircraft noise exposure at the location and to insure compatibility with the airport operations and Airport Master Plan; and

WHEREAS, the proposed process establishes the boundaries of the proposed zones surrounding International and Stinson Municipal Airports; and

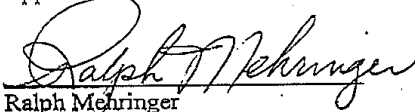
WHEREAS, the San Antonio Zoning Commission has reviewed the proposed administrative process and procedures for establishing and administering zoning within Airport Awareness Zones and found such to be consistent with City policies for zoning of properties that may be at risk due to outside forces surrounding the properties; NOW, THEREFORE

BE IT RESOLVED BY THE ZONING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1: The administrative procedure that establishes Airport Awareness Zones for International and Stinson Municipal Airports and a process for administering zoning cases that fall within the awareness zones as attached hereto is hereby approved.

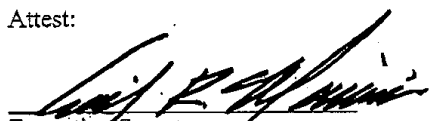
PASSED AND APPROVED ON THIS 20th day of March 2001.

Approved:



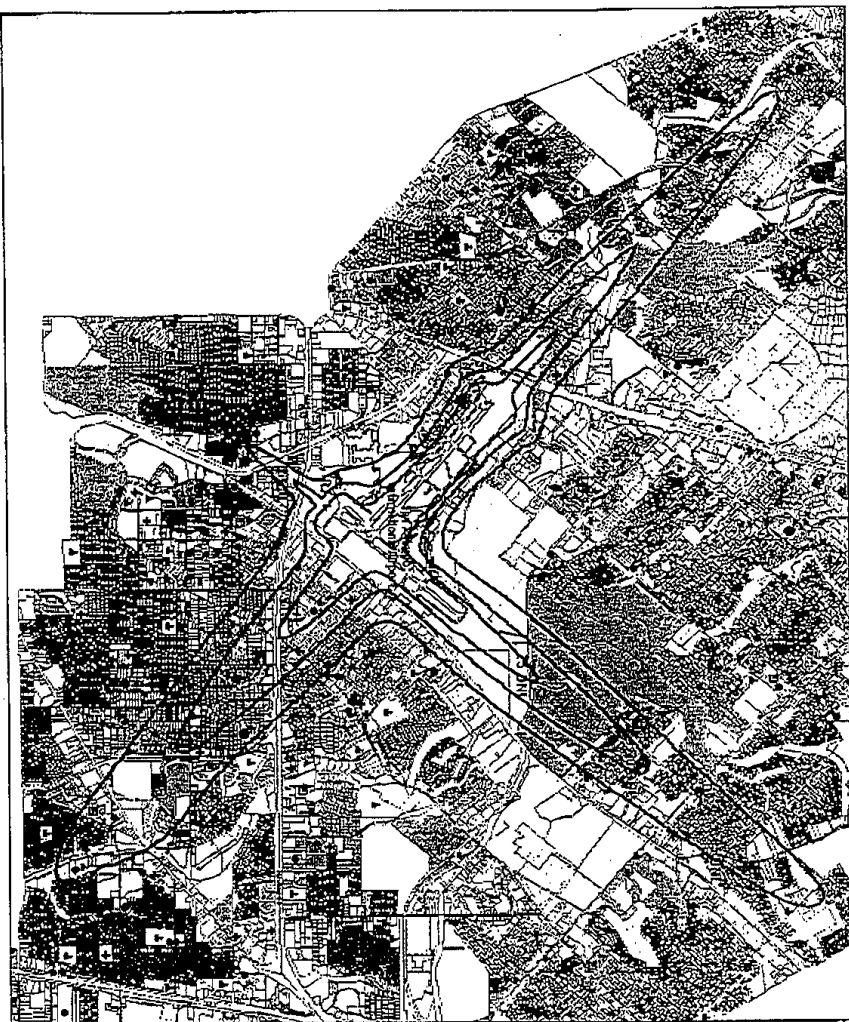
Ralph Mehringer
Chair
San Antonio Zoning Commission

Attest:


Executive Secretary
San Antonio Zoning Commission









BOOK 9283 Page 730

1998 Noise Exposure Map



San Antonio International Airport

LEGEND

-  Residential Single Family
-  Residential Medium Density
-  Urban Home
-  Commercial
-  Industrial
-  Park
-  The Domain
-  Airport
-  Office
-  Hospital
-  School
-  Other

Map by: Planning & Analysis Group, Inc.
Prepared by: Woodward Clyde, Inc.

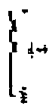
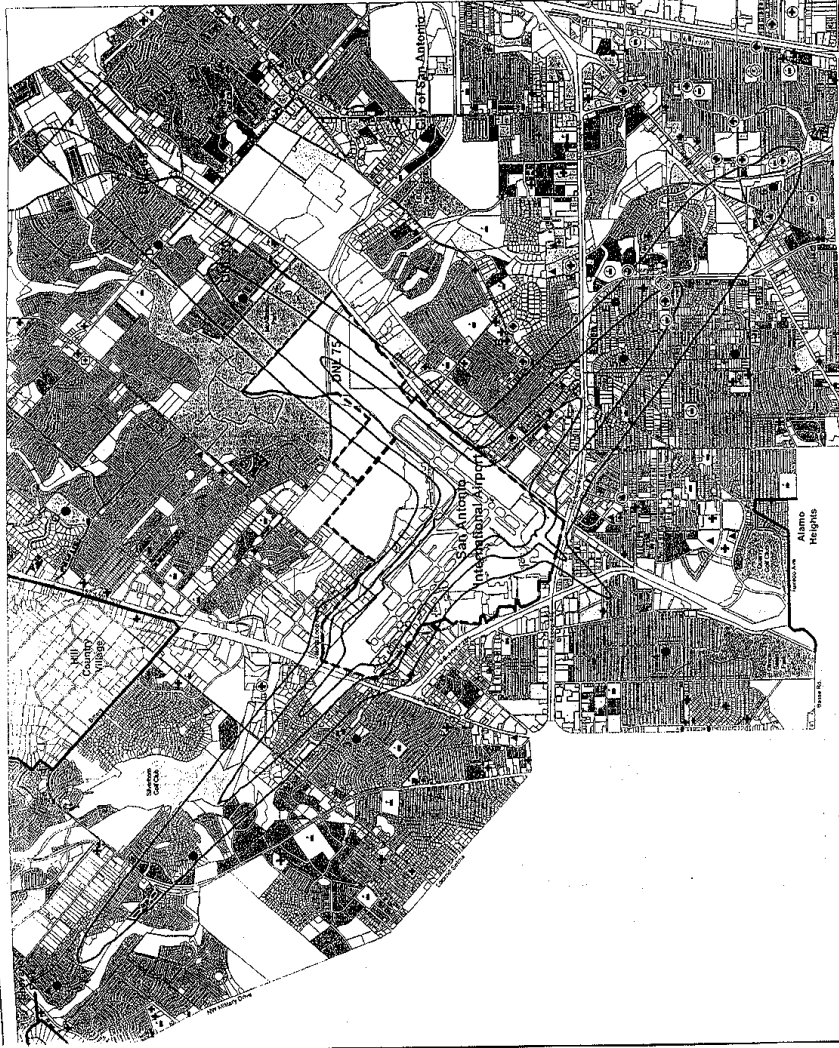


EXHIBIT "C"

San Antonio International Airport



LEGEND

- Residential Single Family
- Residential Multi-Family
- Mobile Home
- Commercial
- Industrial
- Park
- Tax Exempt
- Vacant
- Suburban City Boundary
- Airport Property Line
- Noise Exposure Contour
- Noise Monitoring Location
- Religious Facility
- Soundproofed Religious Facility
- Hospital
- School/Library
- Soundproofed School/Library
- Group Care Home
- Soundproofed Group Care Home

Source: Basecamp - Landis Coe Services, Inc.
Prepared by: Ricondo & Associates, Inc.

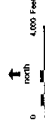


Exhibit V-1
Noise Exposure Map: 1998

RICONDO
LAND & CONSTRUCTION
November 2001

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

Doc# 20020274606
Pages 11
03/04/2002 01:37:53 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$29.00

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAR 04 2002



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Book 9283 Page 733