



THOUSAND OAKS BUSINESS PARK
SAN ANTONIO, TEXAS
DECLARATION OF RESTRICTIVE COVENANTS

SCANNED

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by Econo Move & Storage Inc., a Texas corporation, or its assigns, effective upon the date as set forth below in Article D.

A. Definitions

1. "Declarant" means Econo Move & Storage Inc. a Texas corporation, or its assigns.
2. "Association" means Oak Ridge Village Homeowners Association, Inc., a Texas nonprofit corporation.
3. "Property" means a tract of land, approximately 12.215 acres, located on Lots 1, 2, 3 and 4, Block 3, New City Block 15678, Thousand Oaks Business Park, in San Antonio, Bexar County, Texas, and more particularly described on "Exhibit A" attached hereto and made a part hereof for all purposes.
4. "Owner" means, collectively, Declarant and all future owners of all or any portion of the Property.



B. Recitals

1. Rezoning. Declarant executes this Declaration in consideration of the Association's support for Declarant's request for rezoning through City of San Antonio Zoning Case Number Z2008057 (the "Zoning Case").

2. All capitalized terms used in this Declaration shall have the meanings given to them in the City of San Antonio, Texas, Code of Ordinances in effect as of the date of execution of this Declaration (the "Code"), except to the extent that any such term may be defined herein.

C. Restrictions

1. General. All development on the Property must comply with the restrictions as set forth in this Declaration.

2. Landscape Buffer. A landscape buffer of at least thirty feet (30') in depth shall be located in the area shown on Exhibit "B" attached hereto and made a part hereof for all purposes. Such landscape buffer shall comply with the requirements of a "Type E" buffer, as set forth in the Code, and the following requirements:

- (a) Trees. Instead of two (2) canopy trees (at 1.5" caliper) per one hundred (100) lineal feet, as required by a Type E buffer, three (3) canopy trees (at 4" caliper) per one hundred (100) lineal feet shall be required; and

(b) Evergreen. Instead of 50 percent (50%) of trees and shrubs being evergreen, as required by the Code, one hundred percent (100%) of such trees and shrubs shall be evergreen.

3. Restrictions on Certain Building Equipment. Construction of improvements on the Property shall be subject to the following standards:

(a) Lighting Controls. All pole mounted lighting fixtures and wall packs shall be rated at least full cutoff and be hooded and shielded to control light directed off the Property. Pole mounted light fixtures may not be at a height greater than forty-five feet (45') above finished grade.

(b) Trash Dumpsters. No trash dumpsters primarily intended to be used for refuse consisting of perishable food items or beverages may not be located closer than two hundred feet (200') to the western boundary line of the Property.

(c) HVAC. The heating, ventilation, and air conditioning equipment located within two hundred feet (200') of the western boundary lines of the Property shall be located on the roof of all associated buildings.

(d) Signage. Signage on the Property adjacent to Thousand Oaks Drive shall be limited to monument signage (freestanding ground signs) and building signage.

(e) Internal Directional Signage. Internal directional signage will be placed within the Property directing trucks to use the easternmost driveway for ingress and egress during typical non-business hours.

4. Detention Ponds. No stormwater detention pond required for construction on the Property may be located closer than thirty feet (30') to the western boundary line of the Property.

5. Restrictions on Buildings and Structures. All buildings and structures on the Property shall be subject to the following standards:

(a) Building Height. No building or structure erected, altered, or placed on, or within the Property shall exceed forty-two feet (42') in height measured from the finished grade.

(b) Building Setback Lines. No building or other structure on the Property shall be located within sixty feet (60') of the western boundary line of the Property.

(c) Building Windows. No windows which are easily accessible from the interior of a building shall be located above twenty feet (20') in height on the western face of any building located within one hundred feet (100') of the western boundary line of the Property.

(d) Building Orientation. The front of the building closest to Thousand Oaks Drive shall face Thousand Oaks Drive. All other buildings shall be oriented to face the northern,

southern or western boundary lines of the Property; provided, however, a building may be oriented to face the eastern boundary line if there is a building which is oriented to face the western boundary line between the eastern-facing building and the western boundary line of the Property.

6. Fence. Owner shall construct and maintain an eight foot (8') fence between the buildings on the Property and the adjacent single family homes on the western boundary of the Property, such fence to be located approximately thirty feet (30') from the western boundary line of the Property in the general location shown on Exhibit "B" attached hereto and made a part hereof for all purposes. Such fence shall meet the specifications shown as Exhibit "C" attached hereto and made a part of hereof for all purposes.

7. City of San Antonio Drainage Right of Way. Owner shall remove litter from and mow, but shall not otherwise be responsible for the maintenance of, the twenty-one foot (21') City of San Antonio Drainage Right of Way located along the east (or "rear") lot lines of Lots 62-68, Oak Ridge Village, Unit 6A and 6B, according to the map or plat recorded in Volume 9547, Page 142 and 143, in the Official Public Records of Bexar County, Texas. The foregoing obligation on behalf of Owner is subject to Owner obtaining the continuing right to fulfill such obligation as detailed in a Public Property Maintenance Agreement approved by the City of San Antonio.

8. Tenant Rules. Owner shall include in its lease rules and regulations applicable to each tenant on the Property a provision substantially as follows:

"Tenant, including Tenant's employees, agents, invitees, and visitors, shall refrain from allowing its trucks to remain idling within two hundred feet (200') of the western boundary of the Project between the hours of 10:00 p.m. and 6:00 a.m. ("late hours"). Additionally, during late hours, Tenant, including Tenant's employees, agents, invitees, and visitors, shall encourage the exclusive use of the easternmost driveway in the Project."

D. Effective Date

1. This Declaration shall become effective only when and if the City Council of San Antonio finally approves the Zoning Case, and the effective date of such approval shall be the effective date of this Declaration. If the Zoning Case is not approved, then this Declaration shall remain ineffective and the Property shall not be subject hereto.

E. Miscellaneous

1. Enforcement. Should any of the foregoing restrictions be violated, then the Association may send written notice of such violation to Declarant, and, if Declarant has not caused such violation to be cured within thirty (30) days after receiving such written notice, may bring an action at law and/or in equity to enforce same, and if it prevails the Association (i) shall be entitled to prohibitory and injunctive relief requiring compliance with this Declaration, as well as legal and necessary attorney's fees and expenses, and (ii) shall be entitled to an award of statutory damages in favor of the Association pursuant to Section 202.004, Texas Property Code. Each day a violation occurs may constitute a separate breach.

2. Severability. If any part of this Declaration, including any covenant, is declared invalid, by judgment or Court order, the same shall in no way affect any of the other provisions of this Declaration and such remaining portions of this Declaration shall remain in full effect.

3. Authority. Declarant hereby represents and warrants with respect to its signature below, that the signatory party below is duly authorized to sign this Declaration on behalf of Declarant, and that its signature shall bind the entity for which it is signed.

4. Governing Law. This Declaration shall be governed by the laws of the State of Texas.

5. Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

6. Binding Effect. This Declaration shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

7. Notice. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Declaration shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, by personal delivery to the address below, by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, or by facsimile transmission with electronic confirmation of delivery, addressed as follows:

If to Declarant:

c/o Marc Abrams
3660 Thousand Oaks
San Antonio, Texas 78247

With a copy to:

Stephen O. Drenner
Drenner & Golden Stuart Wolff
301 Congress Avenue, Suite 1200
Austin, Texas 78701

If to Association:

Oak Ridge Village Homeowners Association, Inc.,
c/o Association Management Services
1600 N.E. Loop 410, Suite # 202
San Antonio, TX 78209

Any such notice shall be deemed to be given on the first date on which it is received or receipt thereof is refused. Upon at least 10 days prior written notice given in accordance with this Section, each of Declarant and the Association shall have the right to change its address to any other address within the United States of America.

8. Modification and Termination. This Declaration may be modified, waived, or terminated only upon the prior written approval, in a form suitable for recordation, of (a) an authorized representative of the Association, and (b) the then Owner(s) of the Property.

9. No Third Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the Owner and the Association and their successors and assigns, and not for the benefit of any third person, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

10. Estoppel Certificates. Owner (or any mortgagee holding a first lien security interest in any portion of the Property) may, at any time and from time to time, in connection with the leasing, sale or transfer of its tract, or in connection with the financing or refinancing of its tract, deliver a written notice to the Association requesting that the Association execute an estoppel certificate, in a form reasonably acceptable to Owner, certifying that, to the Association's then current knowledge, (a) the Owner is not in default in the performance of its obligations to the Association or under this Declaration, or, if in default, describing the nature and amount or degree of such default, and (b) such other information regarding the status of the obligations under this Declaration as may be reasonably requested. The Association shall execute and return such estoppel certificate within twenty (20) days following its receipt of a request therefor. If the Association does not return the executed estoppel certificate within such 20-day period, the Association shall be conclusively deemed to have certified to the matters set forth in the requested estoppel certificate, including that Owner is not in default of its obligations hereunder.

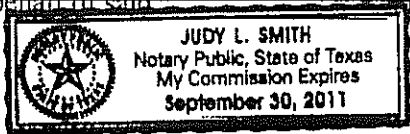
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ECONO MOVE & STORAGE INC.
a Texas corporation

By: [Signature]
By: _____
Name: MARC ABRAMS
Title: PRESIDENT OF CORP.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 18 day of June, 2008, by Marc Abrams, President of Econo Move + Storage, Inc. a Texas corporation, _____ of Econo Move & Storage Inc., a Texas corporation, on behalf of said _____ and corporation.



[Signature]
Notary Public, State of Texas

ACCEPTED AND AGREED TO:

OAK RIDGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: Joleen Lammons
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 18th day of June, 2008 by Joleen Lammons, President of Oak Ridge Village Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

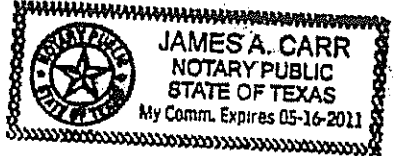


Exhibit "A"
Legal Description

Being a 12.215 acre tract of land out of a 12.215 acre remainder of a 22.138 acre tract of land situated in the City of San Antonio, Bexar County, Texas, in the Louis Kniepp Survey Number 11, Abstract Number 391, also out of County Block 5014, now further identified as New City Block (N.C.B.) 15678, and being a part of that same 22.138 acre tract of land conveyed to John W. Lopez and recorded in Volume 4939, Page 1387, of the Real Property Records of Bexar County, Texas, said acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the south right-of-way (r.o.w.) of Thousand Oaks, 80 feet wide as described in Condemnation Suit Cause 1253, Bexar County, Texas; same being the northwest corner of a 3.273 acre tract of land conveyed to Elmer C. Haag and wife, Beatrice A. Haag and recorded in Volume 3397, Page 1597, of the Real Property Records of Bexar County, Texas, and the northeast corner of the 12.215 acre remainder;

Thence with the common line of said Haag tract S 35°31'04" W, at a distance of 223.66 feet pass an iron rod found for the southwest corner of said Haag tract and the northwest corner of a certain 3.00 acre tract of land described in deed recorded in Volume 6796, Page 1544, of the Real Property Records of Bexar County, Texas, and continuing a total distance of 890.92 feet to an iron rod found being the southwest corner of a certain 5.4226 acre tract of land to Liberty Properties of record in Volume 8273, Page 1146, of the Real Property Records of Bexar County, Texas, along being in the north line of an 8.885 acre tract of land conveyed to Edward Slavin and recorded in Volume 5721, Page 585, of the Real Property Records of Bexar County, Texas;

Thence, N 49°15'40" W, a distance of 623.45 feet to an iron rod found in the east line Block 1, N.C.B. 18931, and the plat of Oak Ridge Village Unit 6A, Volume 9547, Page 142, and the plat of Oak Ridge Village Unit 6B, Volume 9547, Page 143, Deed and Plat Records of Bexar County, Texas;

Thence, N 35°33'31" E, a distance of 671.08 feet with the line of said Block 1, N.C.B. 18931, to an iron rod found and the southwest corner of a certain 0.50 acre tract of land conveyed to Merle Boeck and recorded in Volume 4103, Page 383, of the Deed Records of Bexar County, Texas;

Thence, with the common line of said Boeck tract the following:

S 49°03'08" E, a distance of 98.18 feet to an iron rod found;

N 35°23'50" E, a distance of 222.74 feet to an iron rod found in the said south r.o.w. of Thousand Oaks;

Thence, S 48°59'07" E, a distance of 525.52 feet with the said south r.o.w. of Thousand Oaks to the PLACE OF BEGINNING containing 12.215 acres of land, more or less.

Exhibit "B"

Location of Landscape Buffer and Fence

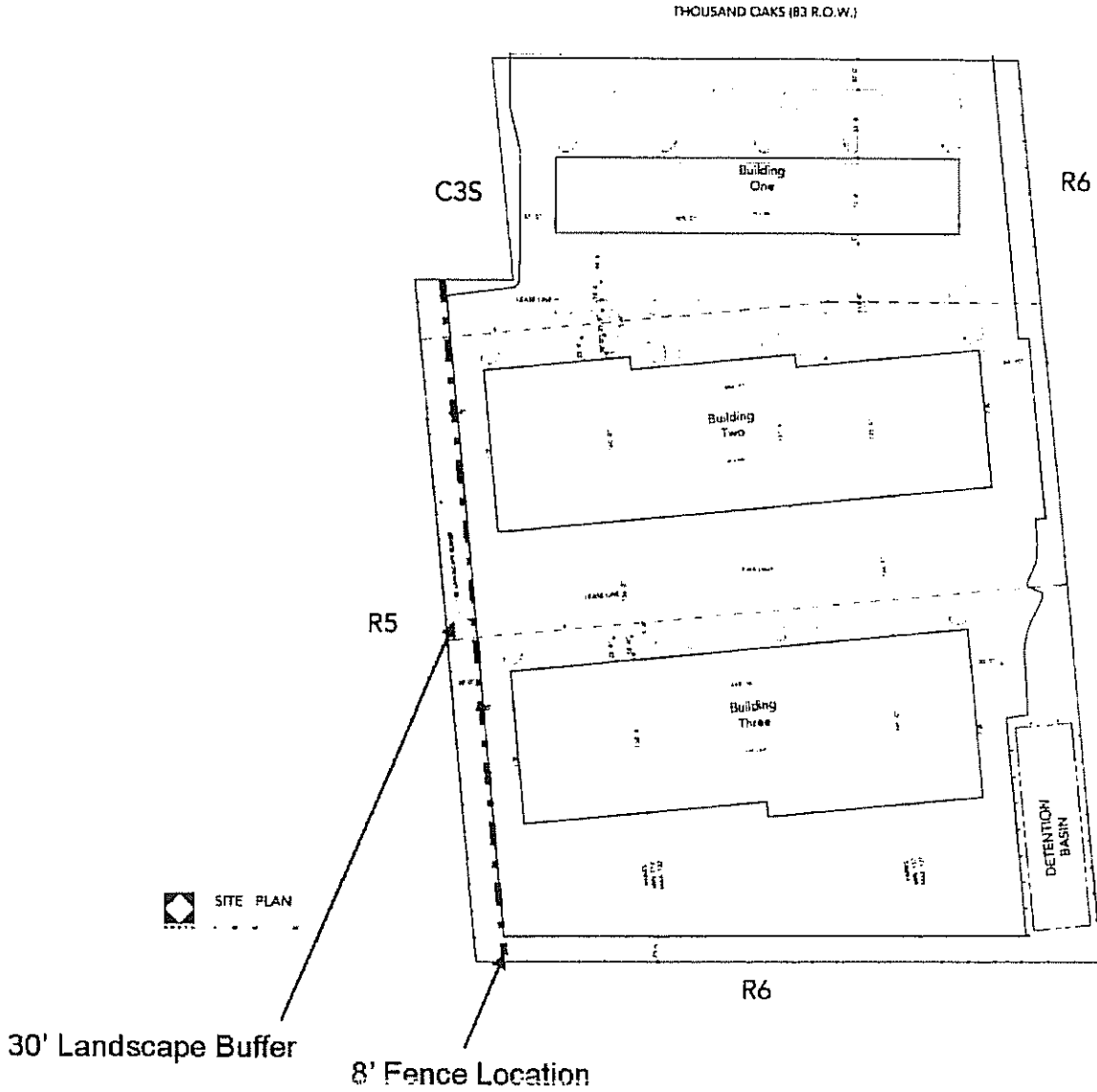
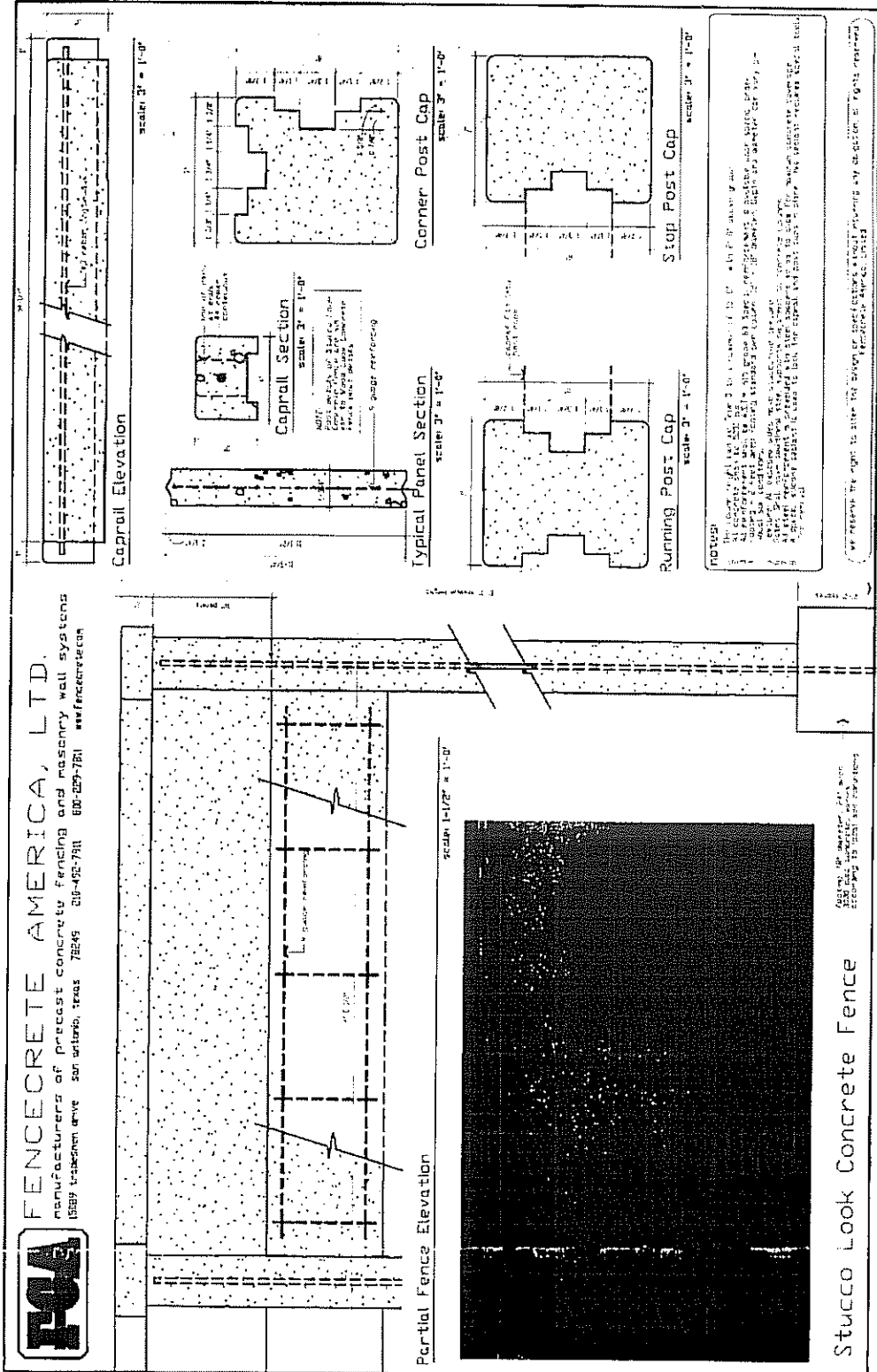


Exhibit "C"

Fencecrete Stucco Specifications



FENCECRETE AMERICA, LTD.
 manufacturers of precast concrete fencing and masonry wall systems
 1989 Washburn Ave. San Antonio, Texas 78245 210-492-7911 800-227-7811 www.fencecrete.com



NOTES:

1. All components shall be made of 100% concrete.
2. All components shall be made of 100% concrete.
3. All components shall be made of 100% concrete.
4. All components shall be made of 100% concrete.
5. All components shall be made of 100% concrete.
6. All components shall be made of 100% concrete.
7. All components shall be made of 100% concrete.
8. All components shall be made of 100% concrete.
9. All components shall be made of 100% concrete.
10. All components shall be made of 100% concrete.

© 1999 Fencecrete America, Ltd. All rights reserved.

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 this 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:

JUN 24 2008



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20080133703 Fees: \$52.00
06/24/2008 3:40PM H Pages 10
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK