DECLARATION OF RESTRICTIVE COVENANTS
City of San Antonio ETJ MPA Plan Amendment Case No. PA-2025-11600061

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed by and between Ramon and Genieve Zayas (the "Declarants") and Cross Mountain Ranch Homeowners Association, Inc., a Texas non-profit corporation (the "Association") (hereinafter referred to individually as "Party" or collectively as "Parties").

I.
Definitions

Any term not herein specifically defined shall carry the definition contained in the Unified Development Code of the City of San Antonio as defined below.

"**Association**" shall mean the Cross Mountain Ranch Homeowners Association, Inc., a Texas non-profit corporation.

"**City**" shall mean the City of San Antonio, Texas, a Texas municipal corporation.

"**Code**" shall mean the Unified Development Code of the City in effect on the date this Declaration is recorded.

"**Declarant**" shall mean Ramon and Genieve Zayas as the current owners of the Property at the time of recordation of this Declaration, and the successors and assigns of such Declarant who acquire fee title to all or portion of the Property.

"ETJ MPA" shall refer to the City's Extraterritorial Jurisdiction Military Protection Area.

"Lodging(s)" shall refer to structure(s) on the Property used for non-residential short-term rental accommodations. The total number of lodging buildings shall not exceed twelve (12). No individual structure shall exceed five hundred (500) square feet. The occupancy for each structure shall not exceed two (2) persons.

"**Members**" shall mean the individuals that are members of the Cross Mountain Ranch Homeowners Association as of the effective date of this Declaration, and from time to time thereafter.

"Project" shall refer to the meeting/event venue and associated Lodging(s) on the Property as further defined herein.

"**Property**" shall refer to the 8.488-acre tract described as Lot 8, Block 3, County Block 4713 within the Cross Mountain Ranch Unit 1-A Subdivision (Bexar County Real Property Records Volume 9523, Page 132).

MCM

"**Plan Amendment Request**" shall refer to that certain ETJ MPA Plan Amendment Application No. Z-2025-111600061 submitted by Declarant to the City, which requests an amendment to the Camp Bullis ETJ MPA Land Use Plan by changing the future land use classification of the Property from "Residential Estate" to "Community Commercial".

II.
Recitals

WHEREAS, Declarant submitted the Plan Amendment Request to the City to allow for the Project on the Property;

WHEREAS, after discussions between the Declarant and Association, the Association requested certain development restrictions be placed on the Property; and

WHEREAS, in return for the Association's non-opposition to the Plan Amendment Request, the Declarant shall adhere to the restrictions contained in this Agreement. This Agreement, however, does not assume nor specify the Association's position on any future plan amendment request(s) for the Property.

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

III.
Restrictions

1. **Permitted Uses.** The following uses, as further defined herein and/or in the City's Unified Development Code, shall be permitted on the Property. Any use not specified as a "Permitted Use" shall not permitted on the Property.
    - Any use authorized by the Code for the "Residential Estate" land use classification with the exception of manufactured and/or modular housing which is prohibited; and
    - The Project, which includes a meeting/event venue building, outdoor venue areas, and structures that may be used as staging areas and/or for Lodging(s) as defined herein.

2. **Occupancy.** Occupancy of the Property shall be limited to no more than one hundred and twenty (120) guests at any given time. This limitation shall not include the property owner(s), vendors serving the event and/or security employed in connection with an event. The limitation shall include any guests at the Lodging(s).

3. **Hours of Operation.** Any meeting or event at the Property shall conclude no later than 10:00 PM. One (1) hour shall be allotted following the formal end time of any event to allow for sufficient clean up, tear down, and vacation of the Property. Outdoor amplified sound shall not be permitted past 10:00 PM all days of the week.

MCM

4. **Alcohol Sales/Service.** Any event wherein alcohol is sold and/or served shall require TABC-Certified bartender(s) and a Bexar County Deputy/Sheriff on the Property.

5. **Signage.** One (1) permanent logo sign identifying "The Venue 88" on the Property shall be permitted. The permanent sign shall not be internally illuminated and the sign faces shall not exceed four feet (4') in height and six feet (6') in width. Temporary signage for events shall only be permitted on the Property on the day of an event, shall be removed the same day, and shall be limited to no more than six (6) individual signs. Once the permanent sign is installed, temporary signage shall be limited to no more than two (2) individual signs. This section is applicable to signage which is visible from Cross Mountain Trail.

6. **Parking.** No parking shall be provided nor permitted along Cross Mountain Trail or other public right-of-way for guests, invitees or vendors at the Property. All parking for the Project shall be contained within the Property at all times and screened from vehicular and/or pedestrian view from Cross Mountain Trail.

7. **Addressing.** Declarant shall obtain a new permanent address from the Property on or before June 1, 2026.

8. **Infrastructure Improvements (A).** On or before December 1, 2026, Declarant shall comply with the following requirements:

    - Independent electricity, septic and water service for the Property. Declarant shall provide written documentation to the Association that this requirement has been met. Such utilities shall not be associated with nor originate from the property specifically described as Lot 1, Block 3 of the Cross Mountain Ranch Unit 1 Subdivision;
    - Request and facilitate, to the reasonable extent possible, Bexar County's approval and/or installation of "Blind Driveway" signage for both traveling directions of Cross Mountain Trail; and
    - Construction of a driveway apron at the entrance to the Property and Project. The driveway shall meet all Bexar County requirements and be maintained by Declarant.

IV.
Condition Precedent

1. **Plan Amendment.** All obligations agreed to by the Declarant as part of this Declaration are expressly contingent upon the City of San Antonio City Council's approval of the Plan Amendment Request. This Declaration shall immediately and automatically terminate, expire and be of no further force and effect if the Plan Amendment Request is 1) not approved by the City of San Antonio City Council; or 2) withdrawn from City consideration by the Declarant.

V.
General Provisions

mcm

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 unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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 therefrom, 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 run with the land and be binding upon the Property and Declarant for a period of twenty (20) years from and after the date this Declaration is executed. This Agreement shall automatically renew every ten (10) years unless a written instrument executed by Declarant and the Board of Directors of the Association agreeing to terminate the Agreement is recorded in the Bexar County Real Property Records.

   Should the Association cease to exist, Declarant shall have the authority to terminate this Declaration by filing a written instrument in the Bexar County Real Property Records, executed by Declarant and ten percent (10%) of the Members. These restrictions shall immediately and automatically, terminate, expire and be of no force and effect if the Plan Amendment Request is not approved by the City of San Antonio City Council.

5. **Amendment.** The covenants, conditions, and restrictions of this Declaration may not be amended, except by an instrument signed by the Board of Directors of the Association and the Declarant, and recorded in the Bexar County Real Property Records.

6. **Recordation.** This Declaration shall be recorded in the Bexar County Real Property Records within fourteen (14) days following the San Antonio City Council's approval of the Plan Amendment Request. In the event the Plan Amendment Request is not approved, this Declaration shall immediately and automatically terminate, expire and be

MCM

of no force and effect, and recordation shall no longer be required.

7. **Notice**. Any notice required by or permitted with respect to the subject matter of this Declaration must be in writing. Any notice required or permitted will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

DECLARANT:

Ramon and Genieve Zayas
8860 Cross Mountain Trail
San Antonio, Texas 78255
(210) 418-2267

With a copy to:

Killen, Griffin & Farrimond, PLLC
Attn: Ashley Farrimond
10101 Reunion Place, Suite 250
San Antonio, TX 78216

ASSOCIATION:

Cross Mountain Ranch Homeowners Association, Inc.
c/o President
14603 Huebner Road, Bldg. 40
San Antonio, TX 78230

The parties may, from time to time, change their respective mailing addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other party.

8. **Enforcement:** Declarant agrees that the Association is the direct intended beneficiary of this Declaration, and that the Association and/or Declarant shall have the right and power to enforce any of the covenants, restrictions, and development standards set out in this Declaration. The Parties agree that the Declarant must be notified, as prescribed in Section 7, of any violation of this Declaration and that the Declarant be given thirty (30) days from the date the notice is received to correct the violation. If the violation is not corrected within the 30-day notice period, either Party may enforce this Declaration. Additionally, if there is noise in excess of the maximum requirements of this Agreement or parking on Cross Mountain Trail in violation of this Agreement, the Association may

MCM

notify the Declarant and the violation shall be cured within no longer than one-half (1/2) hour. 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 any party 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, the prevailing party shall be entitled to attorney's fees.

9. **Covenants Running with The Land:** These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the property owned by the Members of the Association, and shall run with the land and be binding on all parties having any right, title, or interest in the Property.

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

[signatures on following pages]

MCM

WHEREFORE, this Declaration is executed this ___ day of _____, 2025, by Declarant.

DECLARANT:

Ramon and Genieve Zayas

By: _____

Name: Ramon Zayas

By: _____

Name: Genieve Zayas

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of Texas
Print Name: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 by _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public, State of Texas
Print Name: _____
My Commission Expires: _____

WHEREFORE, this Declaration is executed this 3rd day of December, 2025, by Declarant.

DECLARANT:

Ramon and Genieve Zayas

By: _____

Name: Ramon Zayas

By: _____

Name: Genieve Zayas

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, the undersigned authority, on this 3rd day of December, 2025 by Ramon Zayas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of December, 2025.

EMILIE CHRISTIAN WEISSLER
Notary Public, State of Texas
Comm. Expires 02-28-2028
Notary ID 132381787

Notary Public, State of Texas
Print Name: Emilie Christian Weissler
My Commission Expires: 2/28/28

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, the undersigned authority, on this 3rd day of December, 2025 by Genieve Zayas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of December, 2025.

EMILIE CHRISTIAN WEISSLER
Notary Public, State of Texas
Comm. Expires 02-28-2028
Notary ID 132381787

Notary Public, State of Texas
Print Name: Emilie Christian Weissler
My Commission Expires: 2/28/28

WHEREFORE, this Declaration is executed this 3rd day of December, 2025, by Mary Massey, President of the Association.

ASSOCIATION:

Cross Mountain Ranch Homeowners Association, Inc.

Mary C Massey

Name: Mary C Massey

Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, the undersigned authority, on this 3rd day of December, 2025 by Mary Massey, the President of the Cross Mountain Ranch Homeowners Association, Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of December, 2025.

SYDNEY WOLFF
Notary Public, State of Texas
Comm. Expires 06-01-2028
Notary ID 132500916

Notary Public, State of Texas
Print Name: Sydney Wolff
My Commission Expires: 6/1/2028

EXHIBIT A

The Property

Doc# 20250230040 12/10/2025 03:51 PM Page 13 of 14 Lucy Adame-Clark, Bexar County Clerk

3125346

PLAT NO. 890179

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 14TH DAY OF JANUARY A.D., 19 91

STATE OF TEXAS NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17TH DAY OF JANUARY A.D. 1991

STATE OF TEXAS NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF BEXAR

I (WE), THE OWNER(S) OF THE LAND SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT ALTER, AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS.

OWNER

OWNER'S DULY AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED TO BEFORE ME THIS THE 14TH DAY OF JANUARY A.D. 91

STATE OF TEXAS NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/4/93

THIS PLAT OF HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 24 DAY OF JULY A.D. 19 91

BY: CHAIRMAN

BY: SECRETARY

TYPICAL WATER WELL SANITARY CONTROL ESMT.

CERTIFICATE OF APPROVAL

THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND ACTING OFFICER OF THE COMMISSIONER'S COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THIS PLAT WAS DULY FILED WITH THE COMMISSIONER'S COURT OF BEXAR COUNTY, TEXAS AND THAT AFTER EXAMINATION IT APPEARS THAT THIS PLAT IS IN CONFORMITY WITH THE STANDARDS, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONER'S COURT.

ON THIS THE 7 DAY OF August A.D. 91

ATTESTED: COUNTY JUDGE, BEXAR COUNTY, TEXAS

COUNTY CLERK, BEXAR COUNTY, TEXAS

REPLAT AND SUBDIVISION PLAT
ESTABLISHING
CROSS MOUNTAIN RANCH UNIT 1-A

BEING: 16.949 ACRES OF LAND OUT OF THE F. CARDENAS SURVEY NO. 381, COUNTY BLOCK 4713, BEXAR COUNTY, TEXAS.

C. A. Bolner & Associates, Inc.
CONSULTING ENGINEERS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 14TH DAY OF JANUARY A.D. 1991

STATE OF TEXAS NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF BEXAR

I, Robert D. Green COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 14 DAY OF August A.D. 1991 AT 8:52 A.M. AND DULY RECORDED THE 15 DAY OF August A.D. 1991 AT 9:05 A.M. IN THE RECORDS OF Deeds & Plats OF SAID COUNTY, IN BOOK VOLUME 9523 ON PAGE 132

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 15 DAY OF August A.D. 1991

COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: DEPUTY

LOCATION MAP

SCALE: 1" = 100'

NO.	DELTA	RADIUS	LENGTH	TAN
C1	37°27'22"	257.70	175.00	90.78
C2	78°51'41"	15.00	20.65	12.33
C3		804.37	91.90	
C4	45°50'12"	50.00	40.00	21.14

NO.	BEARING	DISTANCE
T1	S23°37'39"E	30.00

COMMANCHE GAP
CROSS MOUNTAIN RANCH UNIT 1 (Vol. 8900, Pgs. 41-47)
CROSS MOUNTAIN TRAIL
LOT 10 BLOCK 2
LOT 9A BLOCK 2 2.70 ACRES
LOT 8 BLOCK 2
LOT 13 BLOCK 2 5.761 ACRES
LOT 11 BLOCK 2
REMAINING PORTION OF LOT 12 BLOCK 2
LOT 1 BLOCK 3
LOT 8 BLOCK 3 8.488 ACRES
LOT 2 BLOCK 3
LOT 3 BLOCK 3
UNPLATTED

50' BUILDING PERMITS OR UTILITY CONNECTIONS SHALL BE ISSUED ON LOT 9, BLOCK 3 UNTIL ADEQUATE ALL-WEATHER STRUCTURES, APPROVED BY THE DEPARTMENT OF PUBLIC WORKS, ARE CONSTRUCTED TO PROVIDE ACCESS ACROSS THE DRAINAGE EASEMENT FOR THIS LOT.

NOTE: THE AREA BEING REPLATTED HAD BEEN PREVIOUSLY PLATTED ON A PLAT KNOWN AS CROSS MOUNTAIN RANCH UNIT 1 WHICH IS RECORDED IN VOLUME 8900, PAGES 41-47, BEXAR COUNTY PLAT AND DEED RECORDS. FURTHER, THE PLANNING COMMISSION AT ITS MEETING OF HELD A PUBLIC HEARING WHICH INVOLVED NOTIFICATION ON THE PROPOSED REPLATTING OF THIS PROPERTY.

SCALE: 1" = 200'

AREA BEING REPLATTED THROUGH PUBLIC HEARING

VOL. 9523 132

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20250230040
Recorded Date:	December 10, 2025
Recorded Time:	3:51 PM
Total Pages:	14
Total Fees:	$73.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 12/10/2025 3:51 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk