This will be a hybrid (in-person/virtual meeting). To view the meeting please go to http://www.sanmarcostx.gov/541/PZ-Video-Archives or watch on Grande channel 16 or Spectrum channel 10. The presiding officer for this meeting will be present at the meeting location described above.

I. Call To Order

II. Roll Call

III. Chairperson's Opening Remarks

IV. Citizen Comment Period

Persons wishing to participate/speak remotely (online) during the Citizen Comment Period must email planninginfo@sanmarcostx.gov no later than 12:00 p.m. on the day of the meeting. Written comments received prior to 12:00 p.m. on the day of the meeting will be emailed to the Commissioners. Written comments received after the deadline will be provided to the Commissioners at the meeting. Those wishing to speak in person may sign up in advance or appear in the City Council chambers at the time the item is called. Comments shall have a time limit of three minutes each and speakers must state their name.

CONSENT AGENDA

THE FOLLOWING ITEMS NUMBERED 1 MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COMMISSIONER OR A CITIZEN, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

1. Consider approval, by motion, of the April 23, 2024 - Planning and Zoning Regular Meeting Minutes.

PUBLIC HEARINGS

Interested persons may participate in any of the Public Hearing items # 2-4:
1) To participate/speak remotely (online) during the Public Hearings, email planninginfo@sanmarcostx.gov no later than 12:00 p.m. on the day of the meeting, or
2) Email written comments. Comments received prior to 12:00 p.m. on the day of the meeting will be emailed to the Commissioners and comments received after the deadline will be provided to the Commissioners at the meeting, or
3) Those wishing to speak in person may sign up in advance or appear in the City Council chambers at the time the item is called. Comments shall have a time limit of three minutes each and speakers must state their name.

2. CUP-24-15 (One Time Tavern) Hold a public hearing and consider a request by Jackie Rodriguez, on behalf of One Time Tavern, for a renewal of a Conditional Use Permit to
allow on premise consumption of Mixed Beverages, located at 1700 S IH 35. (C. Garrison)

3. PC-23-29 (Wide-Lite Unit 1 Replat) Hold a public hearing and consider a request by Kimley-Horn, on behalf of Balcones Real Estate Group, for approval of a Replat of the Wide-Lite Unit 1 Subdivision, creating lots 1 and 2, consisting of approximately 11.88 acres and generally located on the South side of Wonder World Drive, approximately 570 feet West of IH 35 Frontage Road. (K. Buck)

4. PDD-08-05(B) (Kissing Tree Second Amendment) Hold a public hearing and consider a request by Jeffrey Howard, on behalf of Carma Paso Robles, LLC, to amend the regulations and standards applicable within the Kissing Tree Planned Development District (PDD) consisting of approximately 1,338.58 acres, more or less, out of the John Williams Survey, Edward Burleson Survey, Nathaniel Hubbard Survey, and Isaac Lowe Survey, generally located in the area of Centerpoint Road and Hunter Road, to establish, among other things, a reduction in the total number of residential units in the Mixed Use portion of the development west of Hunter Road and allowing all of those residential units to be senior dwelling units. (L. Clanton)

V. Question and Answer Session with Press and Public.

This is an opportunity for the Press and Public to ask questions related to items on this agenda. Comments shall have a time limit of three minutes each and speakers must state their name. The allotted time will commence at the beginning of the speakers remarks and will include time spent in discussion with Commissioners and staff. Any questions which are unable to be addressed in the allotted time frame, or for which answers are not immediately available can be addressed outside the meeting.

VI. Adjournment

Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcostx.gov

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the _______________________________ day of _______________________________.

_________________________________________ Title:
AGENDA CAPTION:
Consider approval, by motion, of the April 23, 2024 - Planning and Zoning Regular Meeting Minutes.

Meeting date: May 14, 2024

Department: Planning and Development

Amount & Source of Funding
Funds Required: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:
Prior Council Action: Click or tap here to enter text.

City Council Strategic Initiative: [Please select from the dropdown menu below]
Choose an item.
Choose an item.
Choose an item.

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
- Economic Development - Choose an item.
- Environment & Resource Protection - Choose an item.
- Land Use - Choose an item.
- Neighborhoods & Housing - Choose an item.
- Parks, Public Spaces & Facilities - Choose an item.
- Transportation - Choose an item.
- Core Services
- Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Choose an item.

Background Information:
Click or tap here to enter text.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Click or tap here to enter text.
This was a hybrid (in-person/virtual meeting). To view the meeting please go to http://www.sanmarcostx.gov/541/PZ-Video-Archives or watch on Grande channel 16 or Spectrum channel 10

I. Call To Order

With quorum present the regular meeting of the San Marcos Planning & Zoning Commission was called to order by Chair Case at 6:00 pm on Tuesday, April 23, 2024 via hybrid meeting.

II. Roll Call

Present 8 - Commissioner William Agnew, Commissioner Lupe Costilla, Commissioner Travis Kelsey, Commissioner David Case, Commissioner Michele Burleson, Commissioner Amy Meeks, Commissioner Jim Garber, and Commissioner Maraya Dunn

Absent 1 - Commissioner Griffin Spell

III. Chairperson’s Opening Remarks

Chair Case welcomed the audience and gave brief opening remarks detailing the meeting rules and guidelines.

IV. Citizen Comment Period

Chair Case opened the Citizen Comment Period.

There were no speakers.

Chair Case closed the Citizen Comment Period.

CONSENT AGENDA

1. Consider approval, by motion, of the April 9, 2024 - Planning and Zoning Regular Meeting Minutes.

A motion was made by Commissioner Kelsey, seconded by Commissioner Costilla to approve the Consent Agenda.

The motion carried by the following vote.
PRESENTATION

2. Receive a presentation from staff and hold discussion on the Codes and Ordinances governing Municipal Planning and Zoning and the Planning and Zoning Commission.

Amanda Hernandez, Director of Planning and Development Services, gave a presentation on the Codes and Ordinances governing Municipal Planning and Zoning and the Planning and Zoning Commission.

No action was taken.

PUBLIC HEARINGS

3. CUP-24-13 (Jack’s Roadhouse) Hold a public hearing and consider a request by Philip Nadeau, on behalf of Jack’s Roadhouse, for renewal of a Conditional Use Permit to allow on premise consumption of Mixed Beverages, located at 1625 Hunter Road. (K. Buck)

Chair Case opened the Public Hearings.

Kaitlyn Buck, Planner, gave a presentation on request CUP-24-13 Jacks Roadhouse.

Staff recommended approval of the request with the following conditions:

1. The permit shall be valid for one (1) year provided standards are met; and
2. No outdoor amplified live music shall be allowed on the property; and
3. The permit shall be posted in the same area and manner as the certificate of occupancy

There were no speakers.

Chair Case closed the Public Hearings.

A motion was made by Commissioner Garber, seconded by Commissioner Agnew to approve the request, including staff conditions, with the following modification to condition #1.
1. The permit shall be valid for six (6) months, provided standards are met.

The motion carried by the following vote.

For: 8 - Commissioner Agnew, Commissioner Costilla, Commissioner Kelsey, Commissioner Case, Commissioner Burleson, Commissioner Meeks, Commissioner Garber and Commissioner Dunn

Against: 0

Absent: 1 - Commissioner Spell

4. CUP-24-14 (Railyard Bar and Grill) Hold a public hearing and consider a request by Arash Saberi, on behalf of Railyard Bar and Grill, to renew a Conditional Use Permit to allow on premise consumption of Mixed Beverages, located at 116 South Edward Gary. (C.Garrison)

Chair Case opened the Public Hearings.

Craig Garrison, Planner, gave a presentation on request CUP-24-14 Railyard Bar and Grill.

Staff recommended approval of the request with the following conditions:

1. The permit shall be valid for one (1) year provided standards are met; and
2. The permit shall be posted in the same area and manner as the certificate of occupancy

There were no speakers.

Chair Case closed the Public Hearings.

A motion was made by Commissioner Garber, seconded by Commissioner Agnew to approve the request, including staff conditions, with the following modification to condition #1.

1. The permit shall be valid for six (6) months, provided standards are met.

The motion carried by the following vote.

For: 8 - Commissioner Agnew, Commissioner Costilla, Commissioner Kelsey, Commissioner Case, Commissioner Burleson, Commissioner Meeks, Commissioner Garber and Commissioner Dunn

Against: 0
NON-CONSENT AGENDA

5. Receive a staff presentation and consider a recommendation on the 2025 Capital Improvement Program (CIP)

A motion was made by Commissioner Kelsey, seconded by Commissioner Agnew to recommend approval of the 2025 Capital Improvement Program.

Shaun Condor, Director of Engineering and Capital Improvement, gave a presentation on the 2025 Capital Improvement Program.

The motion carried by following vote.

For: 8 - Commissioner Agnew, Commissioner Costilla, Commissioner Kelsey, Commissioner Case, Commissioner Burleson, Commissioner Meeks, Commissioner Garber and Commissioner Dunn

Against: 0

Absent: 1 - Commissioner Spell

6. Receive a presentation from the Planning & Zoning Commission Committee regarding the proposed new boundary and renaming of the Dunbar & Heritage Neighborhood Area Plan and provide a recommendation to City Council.

A motion was made by Commissioner Kelsey, seconded by Commissioner Meeks to recommend approval of the proposed new boundary, and renaming of the Dunbar & Heritage Neighborhood Area Plan.

Commissioner Agnew and Commissioner Burleson presented the recommendations from the Planning and Zoning Commission Committee.

The motion carried by the following vote.

For: 8 - Commissioner Agnew, Commissioner Costilla, Commissioner Kelsey, Commissioner Case, Commissioner Burleson, Commissioner Meeks, Commissioner Garber and Commissioner Dunn

Against: 0

Absent: 1 - Commissioner Spell
V. Question and Answer Session with Press and Public.

   Chair Case opened the Question and Answer Session.

   There were no speakers.

   Chair Case closed the Question and Answer Session.

VI. Adjournment

   A motion was made by Commissioner Kelsey, seconded by Commissioner Garber to adjourn.

   The motion carried by the following vote.

      For:  8 - Commissioner Agnew, Commissioner Costilla, Commissioner Kelsey, Commissioner Case, Commissioner Burleson, Commissioner Meeks, Commissioner Garber and Commissioner Dunn

      Against:  0

      Absent:  1 - Commissioner Spell

The meeting adjourned at 7:30 pm.

Enrique Velasquez, Recording Secretary  Chair, David Case
AGENDA CAPTION:
CUP-24-15 (One Time Tavern) Hold a public hearing and consider a request by Jackie Rodriguez, on behalf of One Time Tavern, for a renewal of a Conditional Use Permit to allow on premise consumption of Mixed Beverages, located at 1700 S IH 35. (C.Garrison)
Meeting date: May 14, 2024

Department: Planning and Development Services

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative: [Please select from the dropdown menu below]
N/A
N/A
N/A

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Core Services
☒ Not Applicable
Master Plan: [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Vision San Marcos - A River Runs Through Us

Background Information:
On July 23, 2019 One Time Tavern received a Conditional Use Permit for mixed use beverages. Receiving a vote of 8-0 in approval by Planning and Zoning Commissioners. Previously staff added the condition that the CUP not receive a late night permit because the outdoor patio and proximity to a number of single-family residences. This condition required that the business stop selling alcohol at 12:00 am Sunday through Thursday, and 1:00am Friday & Saturday. Currently the applicant is requesting 2:00 am on Friday and Saturday. The CUP expired July 23, 2020, making the CUP 3 years and 9 months out of date.

Council Committee, Board/Commission Action:
N/A

Alternatives:
N/A

Recommendation:
Staff recommends approval with the following conditions:
1. Permit shall be valid for one (1) year, provided standards are met;
2. The applicant shall not apply for a late hours TABC permit;
3. No speakers or live music shall be allowed outdoors or in other unconditioned areas;
4. The permit shall be posted in the same area and manner as the Certificate of Occupancy.
## Summary

**Request:** Renewal of a Conditional Use Permit to allow on premise consumption of Mixed Beverages

**Applicant:** Jackie Rodriguez  
One Time Tavern LLC  
609 McGehee Street  
San Marcos, Texas, 78666

**Property Owner:** Sylvia and Freddie Garza  
302 S Mitchell St.  
San Marcos, Texas 78666

**CUP Expiration:** July 23, 2020  
**Type of CUP:** Mixed Beverage

**Interior Floor Area:** 1200 sq feet  
**Outdoor Floor Area:** 0 sq ft

**Parking Required:** 12 spaces  
**Parking Provided:** Yes

**Days & Hours of Operation:**  
Monday-Thursday: 5pm – 12 am  
Fri-Saturday: 3pm-2am  
Sunday 3pm-12am

## Notification

**Application:** N/A  
**Neighborhood Meeting:** N/A

**Published:** N/A  
**# of Participants:** N/A

**Posted:** 4/26/2024  
**Personal:** 4/26/2024

**Response:** None as of the date of this report

## Property Description

**Legal Description:** A F Weatherford #1, Lot 10A

**Location:** Corner of S IH 35 and Kingwood Street

**Acreage:** 1.07 acres  
**PDD/DA/Other:** N/A

**Existing Zoning:** Heavy Commercial  
**Proposed Zoning:** N/A

**Existing Use:** Bar  
**Proposed Use:** Same

**Preferred Scenario:** Existing Neighborhood  
**Proposed Designation:** Same

**CONA Neighborhood:** Pick one or N/A  
**Sector:** Pick one or N/A

**Utility Capacity:** Adequate  
**Floodplain:** No

**Historic Designation:** N/A  
**My Historic SMTX Resources Survey:** No

## Surrounding Area

<table>
<thead>
<tr>
<th><strong>North of Property:</strong></th>
<th><strong>Zoning</strong></th>
<th><strong>Existing Land Use</strong></th>
<th><strong>Preferred Scenario</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mixed Use</td>
<td>Single Family/ Tow Yard</td>
<td>Existing Neighborhood</td>
</tr>
<tr>
<td><strong>South of Property:</strong></td>
<td>General Commercial</td>
<td>Vacant and Single Family</td>
<td>Existing Neighborhood</td>
</tr>
<tr>
<td><strong>East of Property:</strong></td>
<td>Heavy Commercial/ Heavy Industrial</td>
<td>Auto Glass Repair</td>
<td>Existing Neighborhood</td>
</tr>
<tr>
<td><strong>West of Property:</strong></td>
<td>Single Family - 6</td>
<td>Vacant and Single Family</td>
<td>Existing Neighborhood</td>
</tr>
</tbody>
</table>
Conditional Use Permit
1700 S IH 35
CUP-24-15
One Time Tavern

**Staff Recommendation**

<table>
<thead>
<tr>
<th>Approval as Submitted</th>
<th>X</th>
<th>Approval with Conditions</th>
<th>Denial</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Permit shall be valid for one (1) year, provided standards are met;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. The applicant shall not apply for a late hours TABC permit;</td>
<td></td>
<td></td>
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<tr>
<td>3. No speakers or live music shall be allowed outdoors or in other unconditioned areas;</td>
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<td></td>
<td></td>
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<tr>
<td>4. The permit shall be posted in the same area and manner as the Certificate of Occupancy.</td>
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<td></td>
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</tbody>
</table>

Staff: Craig Garrison  Title: Planner  Date: 5/8/2024

**History**

On July 26th 2019 One Time Tavern applied and received a Conditional Use Permit for mixed use beverages. Receiving a vote of 8-0 in approval by Planning and Zoning Commissioners. Previously staff added the condition that the CUP not receive a late night permit because the outdoor patio and proximity to a number of single-family residences. This condition required that the business stop selling alcohol at 12:00 am Sunday through Thursday, and 1:00am Friday & Saturday. Currently the applicant is requesting 2:00 am on Friday and Saturday. The CUP expired July 23, 2020, making the CUP 3 years and 9 months out of date.

**Additional Analysis**

The closest single-family residence is approximately 360 feet away (measured door to door). Although the bar meets our land development code of not being within 300 feet, staff finds that the condition of not having loud music and not allowing a late-night permit well help keep One Time Tavern consistent with the character of the area.

**Comments from Other Departments**

<table>
<thead>
<tr>
<th>Department</th>
<th>Comment or No Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>Comment or No Comment</td>
</tr>
<tr>
<td>Fire</td>
<td>Comment or No Comment</td>
</tr>
<tr>
<td>Public Services</td>
<td>Comment or No Comment</td>
</tr>
<tr>
<td>Engineering</td>
<td>Comment or No Comment</td>
</tr>
</tbody>
</table>
### Criteria for Approval (Sec. 2.8.3.4 & 5.1.5.5)

<table>
<thead>
<tr>
<th>Consistent</th>
<th>Inconsistent</th>
<th>Neutral</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
<td></td>
<td>The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan.</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td></td>
<td>The proposed use is consistent with any adopted neighborhood character study for the area.</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>The proposed use does not generate pedestrian and vehicular traffic which shall be hazardous or conflict with the existing and anticipated traffic in the neighborhood.</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>The proposed use incorporates roadway adjustments, traffic control devices or mechanisms and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X</td>
<td>The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>The proposed use meets the standards for the applicable district, or to the extent variations from such standards have been requested that such variations are necessary to render the use compatible with adjoining development and the neighborhood.</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>The proposed use is not within 300 ft. of a detached single family residence located in a zoning district that only permits detached single family residences.</td>
</tr>
<tr>
<td>X</td>
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<td>The proposed use is not within 300 ft. of a church, public or private school, or public hospital.</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>The proposed use is not within 1,000 ft. of a public or private school as outlined within section 1.5.1.1.</td>
</tr>
</tbody>
</table>
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date: 4/22/2024
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date: 4/22/2024
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date: 4/22/2024
Notice of Public Hearing
Conditional Use Permit Renewal Request
Sale of Mixed Beverages
1700 S IH 35

CUP-24-15 (One Time Tavern) Hold a public hearing and consider a request by Jackie Rodriguez, on behalf of One Time Tavern, for a renewal of a Conditional Use Permit to allow on premise consumption of Mixed Beverages, located at 1700 S IH 35. (C.Garrison)

The San Marcos Planning and Zoning Commission will consider the above request at an upcoming public hearing to obtain citizen comments and will either approve, approve with conditions, or deny the request. Because you are listed as the owner of property located within 400 feet of the subject property, we would like to notify you of the following public hearings and seek your opinion of the request:

- A public hearing will be held at a hybrid, virtual / in person, meeting by the Planning and Zoning Commission on **Tuesday, May 14, 2024** at 6:00 p.m. in the City Council Chambers, 630 E. Hopkins. One may watch the public hearing on Grande channel 16, Spectrum channel 10, or by using the following link: [http://sanmarcostx.gov/541/PZ-Video-Archives](http://sanmarcostx.gov/541/PZ-Video-Archives). Or email planninginfo@sanmarcostx.gov or call 512-393-8230 to request a link or phone number to participate in the public hearing virtually by computer, mobile device, or phone.

Public Hearings will be a hybrid of in person and virtual meetings. All interested citizens are invited to attend in person, but are encouraged to watch or participate in the public hearing by the means described above. If you cannot participate in the public hearing of the Planning and Zoning Commission, but wish to comment, you may write to the below address. All written comments and requests to participate must be received before 12 PM on the day of the meeting.

For Planning & Zoning Commission
Planning and Development Services
630 East Hopkins
San Marcos, TX 78666
planninginfo@sanmarcostx.gov

For more information regarding this request, contact the case manager, **Craig Garrison**, at 512.805.2649 or cgarrison@sanmarcostx.gov. When calling, please refer to case number **CUP-24-15**

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcostx.gov

PLANNING AND DEVELOPMENT SERVICES
Enclosure: Map (See Reverse)
To whom it may concern,

My name is Jackie Rodriguez - Cuevas owner, of One Time Tavern LLC. My vision for this site is to provide a comfortable type of diverse establishment for this location. To be catered to all the public and provide a friendly, sports type atmosphere for having fun and listening to all types of music, not just catered to 1 type. For customer service to be excelled and for the public to be comfortable, whether it be an afterwork stop in or a day or evening event. I believe One Time Tavern will be an excellent asset to our community and will be a much better establishment than illustrated or seen before. Improvements have been made to make this establishment a much more comfortable location to the public inside and we are looking into making proposed changes to the outside area as well.

Thank you.

Jackie Rodriguez-Cuevas

One Time Tavern, LLC.
SITE PLAN

ONE TIME TAVERN – 1700 S. IH 35, SAN MARCOS, TX

1700 S Interstate 35
San Marcos, TX 78666
EXECUTIVE DIRECTOR

SAN MARCOS, TX, U.S. 78666
1700 S IH 35
ONE TIME TAVERN

MIXED BEVERAGE PERMIT (MB)
MB-106369665
Expires: 9/29/2025

TEXAS ALCOHOLIC BEVERAGE COMMISSION
Domestics
- Bud Light
- Miller Light
- Coors Light
- Budweiser
- Lonestar

Imports
- Dos XX
- Michelob Ultra
- Corona
- Corona Premier
- Tecate
- Tecate Light
- Modelo

Top Shelf
- 1800
- Patron
- Espolon
- Jamason
- Hennessy
- Makers Mark
- Crown (Apple, Salted Carmel, Blackberry)
- Jager
- Fireball
- Deep Eddy Vodka (Cranberry, Lemon, Grapefruit, Orange)
- Jack
- Jim beam

Seltzers
- White Claw

House Drinks
- Tavern Punch (Titos, Malibu, Sour Apple, Watermelon)
- Frozen Margaritas (Green Apple, Strawberry, Watermelon, Regular)

Well Liquor
- Tequila
- Whiskey
- Vodka
- Gin
ENTERTAINMENT FACILITIES:

- POOL TABLE (LEFT FRONT ENTRANCE)
- 2 DART BOARD GAMES (RIGHT WALL NEXT TO WOMANS RR)
- 2 SHUFFLE BOARDS (BACK RIGHT AREA)
- DANCE FLOOR (BACK LEFT AREA NEXT TO BAR AND DJ BOOTH)
- DJ BOOTH (BACK LEFT CORNER NEXT TO EXIT), (IF LIVE MUSIC PERMITTED WILL BE HELD WHERE DJ BOOTH AREA IS)
- 5 MOUNTED TV'S (2 ON EACH SIDE OF BAR, 1 ON LEFT WALL ENTRANCE, 1 RIGHT WALL ENTRANCE, 1 BACK WALL RIGHT SIDE INFRONT OF SUFFLE BOARDS)
- JUKEBOX (LOCATED ON LEFT WALL IN BETWEEN BOTH WOMANS RESTROOM)
- 4 SPEAKERS FOR JUKE BOX AND OR DJ (3 ON CORNERS OF THE BUILDING, 1 NEXT TO RIGHT SIDE OF BAR)
ENTERTAINMENT FACILITIES

ONE TIME TAVERN – 1700 S. IH 35, SAN MARCOS, TX
BUSINESS DETAILS:

BUSINESS ENTITY:  ONE TIME TAVERN, LLC  (LIMITED LIABILITY COMPANY)

TRADE NAME: ONE TIME TAVERN

CONTACT:  JACKIE LYNN RODRIGUEZ

609 McGEHEE STREET, SAN MARCOS, TX 78666

512-738-4021 (CELL)

JUMPWASTED@GMAIL.COM
Property Details

Account

Property ID: R133205

Legal Description: A F WEATHERFORD #1, Lot 10A, ACRES 1.11

Geographic ID: 11-9345-0100-010A0-3

Agent Code:

Type: Real

Location

Address: 1700 S IH 35, SAN MARCOS, TX 78666

Map ID:

Neighborhood CD: C-SM-35SW

Owner

Owner ID: O861155

Name: GARZA FREDDIE & SYLVIA

Mailing Address: 302 S MITCHELL
SAN MARCOS, TX 78666

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.
### CONDITIONAL USE PERMIT APPLICATION
(ALCOHOL OUTSIDE CBA)

**Updated:** August, 2023

#### CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant’s Name</th>
<th>JACKIE RODRIGUEZ</th>
<th>Property Owner</th>
<th>SYLVIA ADN FREDDIE GARZA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>ONE TIME TAVERN LLC</td>
<td>Company</td>
<td>N/A</td>
</tr>
<tr>
<td>Applicant’s Mailing Address</td>
<td>699 MOCEHIE STREET SAN MARCOS TEXAS 78666</td>
<td>Owner’s Mailing Address</td>
<td>392 S MITCHELL ST, SAN MARCOS TEXAS 78669</td>
</tr>
<tr>
<td>Applicant’s Phone #</td>
<td>512-738-4021</td>
<td>Owner’s Phone #</td>
<td>512-7571855</td>
</tr>
<tr>
<td>Applicant’s Email</td>
<td><a href="mailto:JUMPWASTED@GMAIL.COM">JUMPWASTED@GMAIL.COM</a></td>
<td>Owner’s Email</td>
<td></td>
</tr>
</tbody>
</table>

#### PROPERTY INFORMATION

- **Subject Property Address:** 1700 S IH 35 SAN MARCOS TEXAS 78666
- **Zoning District:** HEAVY COMMERCIAL
- **Tax ID #:** R 0009930
- **Legal Description:** Lot _______ Block _______ Subdivision _______
- **Number of Parking Spaces:** _______
- **Is property more than 300’ from church, school, hospital, or residential district?** ☐ Y ☐ N

#### DESCRIPTION OF REQUEST

- **Business Name:** ONE TIME TAVERN , LLC
- **Restaurant:** ☑
- **Bar:** ☑
- **Other:** _______
- **NEW** ☐  **RENEWAL/AMENDMENT** ☑  **Mixed Beverage** ☐  **Beer & Wine** ☐  **Late Hours** ☐
- **Hours of Operation (ex. Mon 12pm-1am):**
  - Mon CLOSED
  - Tue 5PM-12AM
  - Wed 5PM-12AM
  - Thurs 5PM-12AM
  - Fri 3PM-2AM
  - Sat 3PM-2AM
  - Sun 3PM-12AM

- **Indoor Seating Capacity:** 66
- **Outdoor Seating Capacity:** _______
- **Gross Floor Area:** _______

#### AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

- **Initial Filing Fee 1,000**
- **Technology Fee $15**
- **TOTAL COST $1,015**
- **Renewal/Amendment Filing Fee $750**
- **Technology Fee $15**
- **TOTAL COST $765**

Submittal of this digital Application shall constitute as acknowledgment and authorization to process this request.
PROPERTY OWNER AUTHORIZATION

1, SYLVIA / FREDDIE GARZA (owner name) on behalf of
ONE TIME TAVERN LLC (company, if applicable) acknowledge that I/we
am/are the rightful owner of the property located at
1700 S IH 35 SAN MARCOS TEXAS 78666 (address).

I hereby authorize JACKIE RODRIGUEZ (agent name) on behalf of
ONE TIME TAVERN LLC (agent company) to file this application for
CONDITIONAL USE PERMIT (ALCOHOL OUTSIDE CBA) (application type), and, if necessary, to work with
the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: SYLVIA M. GARZA Date: 2-23-24
Printed Name, Title: SYLVIA M. GARET

Signature of Agent: Signature of Agent: Date: __________
Printed Name, Title: JACKIE RODRIGUEZ (BAR OWNED)
AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

The City of San Marcos Development Code requires public notification in the form of notification signs on the subject property, published notice, and/or personal notice based on the type of application presented to the Planning Commission and/or City Council.

- Notification Signs: If required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. **It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had have not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.**

- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. **If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be $150 plus a $15 technology fee.**

- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. **If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $150 plus a $15 technology fee.**

I have read the above statements and agree to the required public notification, as required, based on the attached application. The City’s Planning and Development Services Department staff has my permission to place signs, as required, on the property and I will notify City staff if the sign(s) is/are damaged, moved or removed. I understand the process of notification and public hearing and hereby submit the attached application for review by the City.

Signature: [Signature]  
Date: 2/4/24

Print Name: [Print Name]  

Form Updated March, 2023
Public Hearing
CUP-24-15
One Time Tavern

CUP-24-15 (One Time Tavern) Hold a public hearing and consider a request by Jackie Rodriguez, on behalf of One Time Tavern, for a renewal of a Conditional Use Permit to allow on premise consumption of Mixed Beverages, located at 1700 S IH 35. (C.Garrison)
Property Information

- Approximately 1.11 acres
- At the intersection of IH 35 and Kingswood street
Context & History

Currently a Bar that serves Mixed Beverages

Surrounding Uses
- Single Family
- Auto Repair
- Vehicle Repair
- Tow Yard
Context & History

• Existing Zoning: Heavy Commercial (HC)

• Current Use: Bar
  Monday – Thursday: 5pm – 12am
  Friday – Saturday 3 pm – 2am
  Sunday: 3pm – 12am

• CUP Expiration Date: (July, 23, 2020)
• Site Plan
• Menu

Domestics
• Bud Light
• Miller Lite
• Coors Light
• Budweiser
• Lonestar

Imports
• Dos XX
• Michelob Ultra
• Corona
• Corona Pilsner
• Tecate
• Tecate Light
• Modelo

Seitzers
• White Claw

House Drinks
• Tavern Punch (Tanex, Malibu, Sour Apple, Watermelon)
• Frozen Margaritas (Green Apple, Strawberry, Watermelon, Regular)

Well Liquor
• Tequila
• Whiskey
• Vodka
• Gin
Recommendation

- Staff recommends **approval** of CUP-24-15 with the following conditions:
  1. Permit shall be valid for one (1) year, provided standards are met;
  2. The applicant shall not apply for a late hours TABC permit;
  3. No speakers or live music shall be allowed outdoors or in other unconditioned areas;
  4. The permit shall be posted in the same area and manner as the Certificate of Occupancy.

Note: Conditions unchanged from previous approvals
File #: PC-23-29, Version: 1

AGENDA CAPTION:
PC-23-29 (Wide-Lite Unit 1 Replat) Hold a public hearing and consider a request by Kimley-Horn, on behalf of Balcones Real Estate Group, for approval of a Replat of the Wide-Lite Unit 1 Subdivision, creating lots 1 and 2, consisting of approximately 11.88 acres and generally located on the South side of Wonder World Drive, approximately 570 feet West of IH 35 Frontage Road. (K. Buck)
Meeting date: May 14, 2024

Department: Planning and Development Services

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative:
N/A
N/A
N/A

Comprehensive Plan Element (s):
☐ Economic Development - Choose an item.
☐ Environment & Resource Protection - Choose an item.
☐ Land Use - Choose an item.
☐ Neighborhoods & Housing - Choose an item.
☐ Parks, Public Spaces & Facilities - Choose an item.
☐ Transportation - Choose an item.
☐ Core Services
☐ Not Applicable
Background Information:
This plat seeks to subdivide one (1) lot into two (2) lots for purposes of creating an additional sellable and developable lot in accordance with Heavy Industrial (HI) zoning district regulations.

Council Committee, Board/Commission Action:
Click or tap here to enter text.

Alternatives:
Click or tap here to enter text.

Recommendation:
Staff recommends approval of the replat as presented.
**Summary**

**Request:** Consideration of a final plat with 2 Industrial lots

**Applicant:** Thomas Lombardi Jr.  
5301 Southeast Parkway, Building 2, Suite 100  
Austin, TX 78735  

**Property Owner:** BRE Group 500 Wonder World 2022, LP  
708 Jewell St  
Austin, TX 78704

**Parkland Required:** N/A  
**Utility Capacity:** By Developer

**Accessed from:** Wonder World Drive  
**New Street Names:** Swingler Street

**Notification**

**Published:** April 28, 2024

**Response:** None as of the date of this report

**Property Description**

**Location:** Along Wonder World Dr, approximately 570 feet West of IH 35 Frontage Rd

**Acreage:** 11.88 acres

**Existing Zoning:** Heavy Industrial

**Preferred Scenario:** Employment Area

**Proposed Use:** Industrial

**CONA Neighborhood:** Hunter’s Hill  
**Sector:** 4

**Surrounding Area**

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>North of Property:</td>
<td>Heavy Industrial (HI)</td>
<td>Upholstery Shop, Catholic Fraternity (Gabriel &amp; Sons, Knights of Columbus)</td>
</tr>
<tr>
<td>South of Property:</td>
<td>Public and Institutional (P)</td>
<td>Institution (San Marcos Police Department)</td>
</tr>
<tr>
<td>East of Property:</td>
<td>Heavy Commercial (HC)</td>
<td>Hotel, Storage (Candlewood Suites, Tom Thumb Mini Storage &amp; Life Storage)</td>
</tr>
<tr>
<td>West of Property:</td>
<td>Heavy Commercial (HC)</td>
<td>Warehouse (HEB Distribution Center)</td>
</tr>
</tbody>
</table>

**Staff Recommendation**

<table>
<thead>
<tr>
<th>X</th>
<th>Approval as Submitted</th>
<th>Approval with Conditions / Alternate</th>
<th>Denial</th>
</tr>
</thead>
</table>

**Staff:** Kaitlyn Buck  
**Title:** Planner  
**Date:** 5/8/2024
**History**

This property was originally platted in 1991 as a single lot. In 2005, an amending plat modified lot lines.

**Additional Analysis**

The applicant is requesting to subdivide the property into 2 lots as well as construct a new roadway.

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Criteria for Approval (Sec.3.2.3.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consistent</td>
<td>N/A</td>
</tr>
<tr>
<td>Inconsistent</td>
<td>N/A</td>
</tr>
<tr>
<td>Neutral</td>
<td>If no preliminary subdivision or development plat has been approved the criteria in Section 3.2.2.4 shall apply;</td>
</tr>
<tr>
<td></td>
<td>The final subdivision plat or final development plat, as applicable, conforms to the approved preliminary subdivision plat or preliminary development plat, except for minor changes authorized under Section 3.2.3.5;</td>
</tr>
<tr>
<td>X</td>
<td>Where public improvements have been installed, the improvements conform to the approved public improvement construction plans and have been approved for acceptance by the Responsible Official; <em>The applicant has requested to post surety for the construction of the proposed roadway, Swingler Street.</em></td>
</tr>
<tr>
<td>X</td>
<td>Where the Planning and Zoning Commission has authorized public improvements to be deferred, the subdivision improvement agreement and surety have been executed and submitted by the property owner in accordance with Section 3.4.2.1;</td>
</tr>
<tr>
<td>X</td>
<td>The final layout of the subdivision or development meets all standards for adequacy of public facilities in accordance with Section 3.5.1.1; and</td>
</tr>
<tr>
<td>N/A</td>
<td>The plat meets any County standards to be applied under an interlocal agreement between the City and a County under Tex. Loc. Gov’t Code Ch. 242, where the proposed development is located in whole or in part in the extraterritorial jurisdiction of the City and in the county.</td>
</tr>
</tbody>
</table>
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date: 4/17/2024
PRELIMINARY SUBDIVISION PLAT, REPLAT OR CONCEPT PLAT APPLICATION

Updated: September, 2020

CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Applicant’s Name</th>
<th>Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Lombardi Jr.</td>
<td>BRE Group 500 Wonder World 2022, LP</td>
</tr>
<tr>
<td>Company</td>
<td>Company</td>
</tr>
<tr>
<td>Kimley-Horn</td>
<td>Balcones Real Estate Group</td>
</tr>
<tr>
<td>Applicant’s Mailing Address</td>
<td>Owner’s Mailing Address</td>
</tr>
<tr>
<td>5301 Southwest Parkway, Building 2, Suite 100, Austin, TX 78735</td>
<td>708 Jewell St Austin, TX 78704</td>
</tr>
<tr>
<td>Applicant’s Phone #</td>
<td>Owner’s Phone #</td>
</tr>
<tr>
<td>512-518-6534</td>
<td></td>
</tr>
<tr>
<td>Applicant’s Email</td>
<td>Owner’s Email</td>
</tr>
<tr>
<td><a href="mailto:thomas.lombardi@kimley-horn.com">thomas.lombardi@kimley-horn.com</a></td>
<td></td>
</tr>
</tbody>
</table>

PROPERTY INFORMATION

Proposed Subdivision Name: REPLAT OF WIDE-LITE UNIT 1

Subject Property Address or General Location: 500 Wonder World Dr, San Marcos, TX 78666

Acres: 11.93  Tax ID #: R 120686

Located in:  ■ City Limits  □ Extraterritorial Jurisdiction (County) ________________

DESCRIPTION OF REQUEST

Type of Plat:  □ Preliminary Subdivision Plat  □ Replat  □ Concept Plat

Proposed Number of Lots: 2  Proposed Land Use: Industrial

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee $1,057 plus $50 per acre  Technology Fee $13  **MAXIMUM COST $2,513**

*Replats that are not Administratively approved – Maximum Cost $3,013

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
SUBDIVISION IMPROVEMENT AGREEMENT ACKNOWLEDGEMENT

I understand, whenever public improvements to serve the development are deferred until after Final Subdivision or Development Plat approval, the property owner shall enter into a Subdivision Improvement Agreement by which the owner covenants to complete all required public improvements no later than two (2) years following the date upon which the Final Plat is approved.

☐ All required public improvements will be completed prior to approval of the Final Subdivision or Development Plat
☒ I wish to defer installation of public improvements until after approval of the Final Subdivision or Development Plat and have attached a Subdivision Improvement Agreement to be considered along with this Plat application
☐ The attached Minor / Amending / Preliminary Plat Application does not require a Subdivision Improvement Agreement

Signature of Applicant: ___________________________ Date: 1/23/23

NOTICE OF COMPLETENESS DETERMINATION & STATUTORY REVIEW TIMEFRAMES

I understand that the City of San Marcos requires online submittal of all applications through the Customer Portal at www.mygovernmentonline.org and that the Responsible Official will review this application for completeness within 10 business days of online submittal. I understand that this application is not considered "filed" until all required documentation is received and reviewed for completeness. Upon determination of completeness the City will send written correspondence stating that the application has been filed and will provide a date, in accordance with the Texas Local Government Code, when the Planning and Zoning Commission will meet to hear the request.

☒ By checking this box I am requesting cursory review of this application prior to determination that the application is complete and filed. Cursory review comments shall not constitute a determination of completeness.

I also understand that as the applicant I may request, in writing, an extension to the statutory review timeframes.

Signature of Applicant: ___________________________ Date: 1/23/23

RECORDATION REQUIREMENTS***

The following are required for recording, following approval of a Plat application:
☒ Two (2) mylars of the subdivision plat (Comal Co. requires White 20# Bond Paper)
☒ Recording Fee: $ 1,670
☒ Tax Certificate, printed within 30 days of recording date (paid prior to January 31st of current year)

Other possible recording requirements:
☐ If public improvements were deferred, Subdivision Improvement Agreement
☐ Subdivision Improvement Agreement recording fee: $ __________
☐ Other legal documents referenced on the plat (i.e. easement dedication by separate instrument, HOA documents)
☐ Other recording fee: $ __________

***Recordation fees, mylars, and other requirements are not due at the time of submittal. Fees will depend on the number of pages needed for recording and the County in which they are recorded. The total will be calculated upon approval.
I, __________________________________________ (owner name) on behalf of
__________________________________________ (company, if applicable) acknowledge that I/we
am/are the rightful owner of the property located at
500 Wonder World Dr, San Marcos, TX 78666 (address).

I hereby authorize __________________________ (agent name) on behalf of
Kimley-Horn ____________________________ (agent company) to file this application for
Final Plat ____________________________ (application type), and, if necessary, to work with
the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: ____________________________ Date: __________________
Printed Name, Title: ______________________________________________________

Signature of Agent: ____________________________ Date: 1/23/23
Printed Name, Title: Thomas Lombardi Jr.

Form Updated October, 2019
PC-23-29
Wide-Lite Unit 1 Replat

PC-23-29 (Wide-Lite Unit 1 Replat) Hold a public hearing and consider a request by Kimley-Horn, on behalf of Balcones Real Estate Group, for approval of a Replat of the Wide-Lite Unit 1 Subdivision, creating lots 1 and 2, consisting of approximately 11.88 acres and generally located on the South side of Wonder World Drive, approximately 570 feet West of IH 35 Frontage Road.
Property Information

Approximately 11.88 acres

2 lots proposed
Plat

Existing Configuration

Proposed Configuration
Recommendation

Staff recommends **approval** of the replat as presented.
AGENDA CAPTION:
PDD-08-05(B) (Kissing Tree Second Amendment) Hold a public hearing and consider a request by Jeffrey Howard, on behalf of Carma Paso Robles, LLC, to amend the regulations and standards applicable within the Kissing Tree Planned Development District (PDD) consisting of approximately 1,338.58 acres, more or less, out of the John Williams Survey, Edward Burleson Survey, Nathaniel Hubbard Survey, and Isaac Lowe Survey, generally located in the area of Centerpoint Road and Hunter Road, to establish, among other things, a reduction in the total number of residential units in the Mixed Use portion of the development west of Hunter Road and allowing all of those residential units to be senior dwelling units. (L. Clanton)

Meeting date: May 14, 2024

Department: Planning and Development Services

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:
Prior Council Action: N/A

City Council Strategic Initiative: [Please select from the dropdown menu below]
N/A
N/A
N/A

Comprehensive Plan Element(s): [Please select the Plan element(s) and Goal # from dropdown menu below]
☒ Economic Development - Workforce & Education Excellence
☒ Environment & Resource Protection - Natural Resources necessary for community's health, well-being, and prosperity secured for future development
☒ Land Use - Direct Growth, Compatible with Surrounding Uses
☒ Neighborhoods & Housing - Diversified housing options to serve citizens with varying needs and interests
☒ Parks, Public Spaces & Facilities - Collection of connected and easily navigated parks and public spaces
Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive manner
☐ Core Services
☐ Not Applicable

**Master Plan:** [Please select the corresponding Master Plan from the dropdown menu below (if applicable)]
Vision San Marcos - A River Runs Through Us

**Background Information:**
In October 2010 the Paso Robles PDD, later known as Kissing Tree, was adopted via Ordinance No. 2010-59. The approved PDD encompasses approximately 1,338.6 acres and is intended to facilitate mixed-use development that will include commercial, multifamily, and single family uses, as well as approximately 300 acres of parks and open space through incorporation of a golf course. The PDD was first amended on August 2, 2011, to correct the Concept Plan to remove the north-south arterial on the west side of the development.

The purpose of this amendment is to change the provisions of the Land Use Plan such that the overall density of residential units in the Mixed Use portion of the development west of Hunter Road decreases from 3,450 to 3,150. Additionally, the 2,850-unit cap on senior dwelling units for residents aged 55 and up is proposed to be removed. This removal allows the 3,150 units to be senior housing.

A markup of the PDD with changes requested by the applicant is included in the packet. A new Concept Plan and Open Space Plan were submitted with the request and are inserted in the markup in the place of previous exhibits.

**Council Committee, Board/Commission Action:**
N/A

**Alternatives:**
Click or tap here to enter text.

**Recommendation:**
Staff recommends approval of this PDD amendment as presented.
### Summary

**Request:** An amendment to the Kissing Tree Planned Development District, to establish, among other things, a reduction in the total number of residential units in the Mixed Use portion of the development west of Hunter Road and removal of the limit on “active adult” units such that all of those residential units are allowed to be senior dwelling units.

**Applicant:** Jeffrey Howard  
McLean & Howard, LPP  
4301 Bull Creek Road, Suite 150  
Austin, TX 78731

**Property Owner:** Carma Paso Robles, LLC  
9600 N Mopac Expy.  
Suite 750  
Austin, TX 78759

### Notification

<table>
<thead>
<tr>
<th>Application:</th>
<th>April 16, 2024</th>
<th>Neighborhood Meeting:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published:</td>
<td>April 28, 2024</td>
<td># of Participants</td>
<td>N/A</td>
</tr>
<tr>
<td>Posted:</td>
<td>April 26, 2024</td>
<td>Personal:</td>
<td>April 26, 2024</td>
</tr>
<tr>
<td>Response:</td>
<td>None as of this date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Property Description

| Legal Description: | An approximate 1,338.58-acre tract, more or less, out of the John Williams Survey, Edward Burleson Survey, Nathaniel Hubbard Survey, and Isaac Lowe Survey, in Hays County, Texas, generally located in the area of Centerpoint Road and Hunter Road |
| Location:          | West and southeast of the Centerpoint Rd./ Hunter Rd. intersection |
| Acreage:           | 1,338.58 acres |
| PDD/DA/Other:      | Ord. #2010-59 |
| Existing Zoning:   | **Base Zoning:** Mixed Use (MU), General Commercial (GC)  
**Overlay:** PDD |
| Proposed Zoning:   | Same |
| Existing Use:      | Single-Family, Parks, Community Center |
| Proposed Use:      | Same |
| Existing Occupancy:| Restrictions Do Apply |
| Occupancy:         | Restrictions Do Apply |
| Preferred Scenario:| Low Intensity, Medium Intensity, Open Space |
| Proposed Designation: | Same |
| CONA Neighborhood: | Kissing Tree |
| Sector:            | 9 |
| Utility Capacity:  | Available |
| Floodplain:        | Yes – 100-year and floodway |
| Historic Designation: | N/A |
| My Historic SMTX:  | No |
## Planned Development District Amendment

### Centerpoint & Hunter Rd. Kissing Tree Planned Development District

**PDD-08-05(B)**

---

### Surrounding Area

<table>
<thead>
<tr>
<th></th>
<th>Zoning</th>
<th>Existing Land Use</th>
<th>Preferred Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>North of Property:</td>
<td>ETJ</td>
<td>Vacant/Agricultural</td>
<td>Low Intensity, Open Space</td>
</tr>
<tr>
<td>South of Property:</td>
<td>ETJ, Character District 5 (CD-5), Future Development (FD), Public (P), General Commercial (GC), Heavy Commercial (HC)</td>
<td>Vacant, Personal Services, Light Industrial, IH-35/Commercial</td>
<td>Medium Intensity, Employment Area</td>
</tr>
<tr>
<td>East of Property:</td>
<td>ETJ, Public (P), Mixed Use (MU)</td>
<td>Vacant, Single-Family Residential, Private School, Church</td>
<td>Low Intensity, Existing Neighborhood, Open Space</td>
</tr>
<tr>
<td>West of Property:</td>
<td>ETJ</td>
<td>Vacant/Agricultural</td>
<td>Low Intensity</td>
</tr>
</tbody>
</table>

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### Staff Recommendation

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Approval as Submitted</td>
<td>Alternate Approval</td>
</tr>
</tbody>
</table>

**Staff:** Lauren Clanton, AICP  
**Title:** Chief Planner  
**Date:** May 8, 2024
**Planned Development District Amendment**

**Centerpoint & Hunter Rd. Kissing Tree Planned Development District**

**History**

In October 2010 the Paso Robles PDD, later known as Kissing Tree, was adopted via Ordinance No. 2010-59. A Development Agreement was approved alongside the PDD in October 2010 via Ordinance 2010-148R. The approved PDD encompasses approximately 1,338.6 acres and is intended to facilitate mixed-use development that will include commercial, multifamily, and single family uses, as well as approximately 300 acres of parks and open space through incorporation of a golf course.

This is the second amendment of the Kissing Tree PDD. The PDD was first amended on August 2, 2011, to correct the Concept Plan to remove two non-essential public roadways including a north-south arterial on the west side of the development. The Kissing Tree Development is currently building out several phases and includes single family homes, parks, community spaces, and other public infrastructure such as utilities, roadways, and pedestrian / bike infrastructure.

**Additional Analysis**

The purpose of this amendment is to change the provisions of the Land Use Plan (Section II.A.1) such that the overall density of residential units in the Mixed Use portion of the development decreases; while 3,450 units were previously allowed, that count will reduce to 3,150. Additionally, the cap on “active adult” senior dwelling units (Section III.B.8) for residents aged 55 and up is proposed to be removed; while previously only 2,850 senior units were allowed, now all 3,150 units may be senior units. An updated Concept Plan and Open Space Plan were submitted as part of this request, reflecting updated land use acreages and minor changes to the layout of the private roads, entrances, and recreation areas as development occurs.

The amendment also includes provisions for right-of-way dedication for a future railroad overpass project by Hays County at Centerpoint Road. The applicant has indicated willingness to dedicate the right-of-way and is in conversation with the City to draft the agreement. This agreement is referenced in the amended text of the PDD.

**Comments from Other Departments**

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<thead>
<tr>
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<tr>
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<td>Fire</td>
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### Evaluation

<table>
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<tr>
<th>Criteria for Approval (Sec.2.5.1.4 Current Code)</th>
<th>Consistent</th>
<th>Inconsistent</th>
<th>Neutral</th>
</tr>
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<tbody>
<tr>
<td>Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map. The Mixed Use portion of the development is under the Low Intensity and Open Space preferred scenarios according to the 2013 Comprehensive Plan. These scenario types focus on stability and clustered development to conserve natural resources. This PDD amendment is consistent with those goals.</td>
<td><strong>X</strong></td>
<td></td>
<td></td>
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<tr>
<td>The General Commercial portion of the development is under the Medium Intensity and Open Space preferred scenarios. A minor change to the PDD text renames this portion “General Commercial/Multifamily,” which is consistent with mid-level intensity.</td>
<td></td>
<td><strong>N/A</strong></td>
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<tr>
<td>Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area</td>
<td></td>
<td></td>
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<tr>
<td>Whether the proposed zoning map amendment implements the policies of any applicable plan adopted by City Council</td>
<td><strong>X</strong></td>
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<tr>
<td>Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect. The 2010 Development Agreement served to guarantee that land and funding were dedicated for facilities serving the development. The Development Agreement has not been updated concurrently with the PDD and is superseded by the first amendment and this second proposed amendment of the Kissing Tree PDD.</td>
<td><strong>X</strong></td>
<td></td>
<td></td>
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<tr>
<td>Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses shall be appropriate in the immediate area of the land to be reclassified. The current PDD permits single-family detached, single-family attached, and multifamily residential in the Mixed Use district. Senior housing at a unit density of 2.5 units per acre is consistent with this housing mix.</td>
<td><strong>X</strong></td>
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## Evaluation Criteria for Approval (Sec.2.5.1.4, Current Code)

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### Whether the proposed zoning will reinforce the existing or planned character of the area

- X

### Whether the site is appropriate for the development allowed in the proposed district

- X

### Whether there are substantial reasons why the property cannot be used according to the existing zoning

- X

*The applicant seeks to offer a greater proportion of units to a specific clientele. There is no reason to impede this goal.*

### Whether the City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, public safety, and emergency services, while maintaining sufficient levels of service to existing development

- X

*This amendment updates the text to include 3.1 acres dedicated for a fire station by a previous administrative amendment to the PDD.*

### Whether there is a need for the proposed use at the proposed location

- X

### Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property

- X

### For requests to a Neighborhood Density District, whether the proposed amendment complies with the compatibility of uses and density in Section 4.1.2.5.

- N/A

### The impact the proposed amendment has with regard to the natural environment, including the quality and quantity of water and other natural resources, flooding, and wildlife management

- X

### Any other factors which shall substantially affect the public health, safety, morals, or general welfare

- X

*No such factors have been identified.*
## Evaluation Criteria for Approval (Sec 1.5.3.5, 2015 Development Code)

<table>
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<th>Evaluation</th>
<th>Criteria for Approval (Sec 1.5.3.5, 2015 Development Code)</th>
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</thead>
<tbody>
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<td>Consistent</td>
<td>The extent to which the land covered by the proposed PD district fits one or more of the special circumstances in Section 4.2.6.1 warranting a PD district classification.</td>
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- The land is located in close proximity to established residential neighborhoods where conventional zoning classifications may not adequately address neighborhood concerns regarding the quality or compatibility of the adjacent development, and where it may be desirable to the neighborhood, the developer, or the City to develop and implement mutually-agreed, enforceable development standards; *Kissing Tree received approval for enhanced development standards through a PDD in 2010 and 2011. Unique circumstances include location near the ETJ, location spanning an arterial road (Hunter Road), and accommodation of a mix of land uses including senior dwelling units.*

- The land, or adjacent property that would be impacted by the development of the land, has sensitive or unique environmental features requiring a more flexible approach to zoning, or special design standards, in order to afford the best possible protection; *The Kissing Tree PDD includes standards related to open space and the natural environment in Section II.B.10, Parks and Open Spaces.*

- The land is proposed for development as a mixed-use development or a traditional neighborhood development requiring more flexible and innovative design standards; *The Kissing Tree PDD plans for a phased mixed-use development as illustrated in the Concept Plan.*

- The land consists of inner-City or downtown property that is proposed for redevelopment or infill development, and special design considerations are deemed desirable; *N/A*

- The land serves as transition between different and seemingly incompatible land uses; *N/A*

- The land is proposed for development as an employment center, and special design standards may be warranted; and *N/A*

- The land is of such a character that it is in the community's best interest to encourage high quality development through flexible development standards to further the goals and objectives of the City's Comprehensive Plan. *The PDD contains provisions to allow for flexibility and variance from several development standards as well as a number of enhanced development standards and added public amenities which are intended to yield higher quality development.*
**Planned Development District Amendment**  
**Centerpoint & Hunter Rd. Kissing Tree Planned Development District**

<table>
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<td>✓</td>
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<td>The extent to which the proposed PD district furthers the policies of the Comprehensive Plan</td>
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<tr>
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<td>The extent to which the proposed PD district will result in a superior development than could be achieved through conventional zoning classifications</td>
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<tr>
<td></td>
<td>✓</td>
<td></td>
<td>The extent to which the proposed PD district will resolve or mitigate any compatibility issues with surrounding development. The proposed amendments will not impact the surrounding developments and are primarily internal changes.</td>
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<tr>
<td>✓</td>
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<td></td>
<td>The extent to which the PD district is generally consistent with the criteria for approval of a watershed plan for land within the district. Considerations for adequate drainage and infrastructure are addressed in Exhibits II-2 through II-7 of the original PDD.</td>
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<tr>
<td>✓</td>
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<td>The extent to which proposed uses and the configuration of uses depicted in the Concept Plan are compatible with existing and planned adjoining uses;</td>
</tr>
<tr>
<td>✓</td>
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<td></td>
<td>The extent to which the proposed development is consistent with adopted master facilities plans, including without limitation the water facilities, master wastewater facilities, transportation, drainage, and other master facilities plans; and Considerations for adequate drainage and infrastructure are addressed in Exhibits II-2 through II-7 of the original PDD.</td>
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<tr>
<td>✓</td>
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<td></td>
<td>The extent to which the proposed open space and recreational amenities within the development provide a superior living environment and enhanced recreational opportunities for residents of the district and for the public generally. The revised Open Space Plan shows amenities that exceed the Development Code and the minimum standards of the PDD, including 29 acres of parkland, 420 acres of total open space, 49 acres set aside for environmentally sensitive areas and water quality zones, and a network of trails connecting all collector roads and parks.</td>
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</tbody>
</table>
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date: 4/24/2024
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date: 4/28/2024
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Date: 4/28/2024
Figure 112: SMFD 8-Minute Effective Response Force

*Six fire stations with Station 2 relocated to Centerpoint, and Station 6 at Old Bastrop west of Posey with minimum staffing of 20 personnel.*
Notice of Public Hearing
Planned Development District Amendment Request
“Planned Development District” (PDD)
Centerpoint Rd. & Hunter Rd. / Kissing Tree PDD

PDD-08-05(B) (Kissing Tree Second PDD Amendment) Hold a public hearing and consider a request by Jeffrey Howard, on behalf of Carma Paso Robles, LLC, to amend the regulations and standards applicable within the Kissing Tree Planned Development District (PDD) consisting of approximately 1,338.58 acres, more or less, out of the John Williams Survey, Edward Burleson Survey, Nathaniel Hubbard Survey, and Isaac Lowe Survey, generally located in the area of Centerpoint Road and Hunter Road, to establish, among other things, a reduction in the total number of residential units in the Mixed Use portion of the development west of Hunter Road and allowing all of those residential units to be senior dwelling units.

The San Marcos Planning and Zoning Commission will consider the above request at an upcoming public hearing to obtain citizen comments and will recommend approval, or denial of the request. This recommendation will be forwarded to the San Marcos City Council. Before making a final decision, the Council will hold a public hearing to obtain citizen comments. Because you are listed as the owner of property located within 400 feet of the subject property, we would like to notify you of the following public hearings and seek your opinion of the request:

- A public hearing will be held at the hybrid, virtual / in-person, Planning and Zoning Commission Meeting on Tuesday, May 14, 2024, at 6:00 p.m. in the City Council Chambers, 630 E. Hopkins. One may watch the public hearing on Grande channel 16 or by using the following link: http://sanmarcostx.gov/541/PZ-Video-Archives. Or email planninginfo@sanmarcostx.gov or call 512-393-8230 to request a link or phone number to participate in the public hearing virtually by computer, mobile device, or phone.

- A public hearing will be held at the hybrid, virtual / in-person, City Council Meeting on Tuesday, June 4, 2024, at 6:00 p.m. in the City Council Chambers, 630 E. Hopkins. One may watch the public hearing on Grande channel 16 or by using the following link: https://sanmarcostx.gov/Videos. Or email citizencomment@sanmarcostx.gov or call 512-393-8090 to request a link to participate in the public hearing virtually by computer, mobile device, or phone.

Public Hearings will be a hybrid of in-person and virtual meetings. All interested citizens are invited to attend in person but are encouraged to watch or participate in the public hearing virtually by the means described above. If you cannot participate in the public hearing of the Planning and Zoning Commission or the City Council, but wish to comment, you may write to the below address. All written comments and requests to participate must be received before 12 PM on the day of the meeting.

For Planning & Zoning Commission: For City Council:
Planning and Development Services citizencomment@sanmarcostx.gov
630 East Hopkins
San Marcos, TX 78666
planninginfo@sanmarcostx.gov

For more information regarding this request, contact the case manager, Lauren Clanton, at 512.393.8238 or lclanton@sanmarcostx.gov. When calling, please refer to case number PDD-08-05(B).

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 512-393-8074 or sent by e-mail to ADArequest@sanmarcostx.gov
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Date: 4/24/2024
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<th>Owner/ Contact</th>
<th>Owner Address Line 1</th>
<th>Owner Address Line 2</th>
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<td>108 WADING GROTTO CV, SAN MARCOS, TX 78666</td>
<td>NELSON, RICHARD W</td>
<td>108 WADING GROTTO CV</td>
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<td>1455 SWEETING SAGE LN, SAN MARCOS, TX 78666</td>
<td>SMITH, RICHARD W</td>
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<tr>
<td>184435</td>
<td>3226 HUNTER RD, SAN MARCOS, TX 78666</td>
<td>ABEL ERIN</td>
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<td>SAN MARCOS</td>
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<td>78666-9349</td>
</tr>
<tr>
<td>184575</td>
<td>245 SINGING SUMAC WAY, SAN MARCOS, TX 78666</td>
<td>WHITTAKER, JOHN</td>
<td>245 SINGING SUMAC WAY</td>
<td></td>
<td>SAN MARCOS</td>
<td>TX</td>
<td>78666-4614</td>
</tr>
<tr>
<td>185755</td>
<td>3 H 35 @ W CENTERPOINT RD, SAN MARCOS, TX 78666</td>
<td>SM CENTERPOINT INVESTMENTS LLC</td>
<td>1701 NUCCES ST</td>
<td>AUSTIN</td>
<td>TX</td>
<td>78701-1107</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Neighborhood Rep Bobbie Garza-Hernandez</td>
<td>122 Rivera St</td>
<td>SAN MARCOS</td>
<td>TX</td>
<td>78666</td>
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<tr>
<td></td>
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<td>Neighborhood Rep Roland Saucedo</td>
<td>211 Ebony St</td>
<td>SAN MARCOS</td>
<td>TX</td>
<td>78666</td>
<td></td>
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<td></td>
<td></td>
<td>CONA Rep Amy Tomaino</td>
<td>113 W. MLK</td>
<td>SAN MARCOS</td>
<td>TX</td>
<td>78666</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td>CONA Rep Sharon Goembel</td>
<td>219 Playing Cypress Dr</td>
<td>SAN MARCOS</td>
<td>TX</td>
<td>78666</td>
<td></td>
</tr>
</tbody>
</table>
PASO ROBLES
PLANNED DEVELOPMENT DISTRICT

Planned Development Districts (PDD) provides one of the best structures for producing a unified and physically cohesive community. The PDD process results in a general master plan with built-in flexibility. This flexibility is essential for the development to grow and mature as demographics shift and market trends evolve.

This comprehensive document will provide detailed provisions for each section of the Paso Robles PDD that include:

- **The Development Plan.** This covers the proposed land uses, intensities and phasing at the Paso Robles PDD. It includes provisions for open space preservation and information regarding service and infrastructure.

- **The Development Requirements.** These specifically define the different residential, recreational, and commercial development standards for the Paso Robles PDD. Zoning standards are established in this section.

- **Implementation.** This section outlines the procedures for the administration of the Paso Robles PDD including phasing, permit processing and amendments.
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PASO ROBLES
PLANNED DEVELOPMENT DISTRICT

I. INTRODUCTION

A. SUMMARY

Paso Robles is a 1,338-acre community designed to capture the rural style and beauty of the Texas Hill Country. It is approximately five miles southwest of downtown San Marcos and Texas State University.

Development of the Paso Robles Plan is based on a thorough examination of various physical, environmental and social aspects including:

- Natural Environment (Trees, Topography and Drainage)
- Transportation
- Population and Demographics
- Public Facilities and Services
- Land Use and Zoning
- Development Opportunities and Constraints (including impervious cover over the Edwards Aquifer Recharge Zone, protection of the Edwards Aquifer and streams from the impacts of development and changes in land use)

Working with the City and the property’s topography and vegetation, Paso Robles will create neighborhood areas and community use spaces that take advantage of the distant views and vistas within the community as well as to other city and regional area locations.

The Paso Robles PDD will create a sense of place by providing for a mixture of uses. A variety of housing types will offer a range of prices and recreational opportunities will develop in the form of common areas, trails, and an 18-hole golf course. The trail system will offer neighborhood connectivity as well as access to daily activities that are within walking distance, reducing dependency on vehicular travel.

In addition while Paso Robles is anticipated to be primarily an Active Adult (age restricted / targeted) community, this Plan also provides for a broad range of primary market residential housing. Broadening the market base greatly increases the community’s ability to attract a variety of demographics as it matures.
1. Project Location and Description

This site is located approximately one-half mile northwest of the Interstate 35 and Centerpoint Drive interchange. Centerpoint Drive currently terminates approximately in the middle of Paso Robles boundary at Hunter Road. Hunter Road separates the two parcels that create the overall Paso Robles PDD. Approximately 60 acres is located southeast of Hunter Road with the remainder, approximately 1,278 acres, northwest of Hunter Road.

The property boundary for the Paso Robles Planned Development District is indicated on Exhibit I-2. See Appendix I for boundary descriptions as follows:

- 1,338.584 acres – Overall Project Boundary
- 1,278.290 acres – Mixed Use District Boundary
- 60.294 acres – General Commercial District Boundary
- 432.052 acres – Land within City of San Marcos City Limits
- 906.532 – Land outside City of San Marcos City Limits to be Annexed

2. Site History

Active cattle ranching has been, and currently remains, the historic use of the property with three (3) non-historic, now uninhabited, dwellings currently remaining on-site. Portions of the Paso Robles property were previously annexed by the City.

Historic and archaeological surveys completed for the property reveal nothing of historic or archaeological significance.

3. Existing Uses/Zoning

Areas currently within the City of San Marcos are zoned FD, Future Development. The remainder lies within San Marcos’ Extraterritorial Jurisdiction (ETJ) and Hays County and has no zoning designation.

It is anticipated that the land within the ETJ will be annexed and zoned shortly after approval of the PDD and the zoning requested for the portions of Paso Robles currently within the City. This will place all of Paso Robles within the City of San Marcos (hereinafter sometimes referred to as “the City” or “CSM”).
4. Surrounding Uses/Destinations

The Paso Robles development site was chosen for its location in and near the City and accessibility to the major metropolitan areas of Austin and San Antonio. Other favorable points are its gentle topography, vegetation, distant views and vistas.

Exhibit I-3 details the existing land uses and zoning on and around the site. The surrounding land is generally vacant or county residential parcels.

- Northeast: First Baptist Church and county residential.
- Southeast: county residential, Union Pacific railroad, agricultural uses between the railroad and I-35, retail at Centerpoint Drive & Hunter Road as well as Centerpoint Drive and I-35.
- Southwest: county residential, agricultural uses near the railroad, and vacant land.
- Northwest: county residential and vacant land.

Other area attractions are Texas State University, downtown San Marcos, the San Marcos River, municipal parks, Aquarena Springs, and the Outlet Center Malls on IH-35.

5. Existing Site Conditions

Natural features include water features (ponds and creeks), limited rock outcroppings, and sloping topography. In addition, several karst features have been identified and located within the project area. TCEQ has reviewed and approved the locations and buffers assigned to each feature. These features will be located within designated open space areas. No springs have been discovered on site. However, if any are discovered during construction appropriate buffers will be provided. Approximately 205 acres of the project is located within the Edwards Aquifer Recharge Zone.

The site includes very typical Texas Hill Country topography (limited slopes as steep as 25%) with numerous scenic valleys between high points. The Slope Map in Exhibit I-4 depicts these areas. Vegetation ranges from very open in the valleys (where cattle grazed) to very dense on the hills and along riparian corridors. Trees are mostly low native oaks and a heavy canopy of Ashe Juniper. Native grasses are visible in most areas of the site.
II. DEVELOPMENT PLAN

A. LAND USE PLAN

1. Proposed Uses and Densities

Paso Robles is a 1,338-acre mixed-use development featuring a range of low to medium-high density neighborhood housing with several areas reserved for open space, neighborhood business and commercial uses. To accomplish this combination of uses successfully, the PDD has two base zoning districts: Mixed Use for the primarily residential area and General Commercial for the primarily commercial area.

A pedestrian network connecting the community centers and natural spaces is an essential part of Paso Robles. Land set aside as developed or undeveloped open space accounts for about 26.1% (approximately 349.7 acres) of the total land area of Paso Robles.

At this time, it is anticipated that Paso Robles will be primarily an Active Adult (age restricted / targeted) community. Future market studies however, may determine if more primary market neighborhoods should be a targeted demographic population for specific neighborhoods within Paso Robles. Should a non-residential use which is appropriate for neighborhood commercial wish to locate within the mixed use district, up to ten acres may be designated for neighborhood commercial uses.

Through the Paso Robles PDD, the open space and range of housing types paired with the property’s setting will shape its sense of place. While taking advantage of scenic views and vistas, the open space will offer neighborhood connectivity as well as access to daily activities that are within walking distance. The primary open space element will be an 18-hole golf course.

Market studies will also determine the future residents’ desire for on-site vineyards and a winery as a community amenity. If provided, the use of the winery and vineyards will be for Paso Robles residents. Wine produced on-site may be allowed to be sold within the Paso Robles community centers or stores. Vineyards would be located within platted common open space areas. The winery is intended to be within or adjacent to the community center areas.

The City of San Marcos Land Development Code (hereinafter “the Code” or “SMLDC”) caps Residential Density at 3.0 units per gross acre in this area. In order to provide more open space, trails and an enhanced quality of life for its residents, Paso Robles will place a unit cap on the mixed use portion (MU district) of the project of 2.7 units per gross acre (mixed use portion of the project), or 3,4503,150 dwelling units which is less than 2.7 units per gross acre. This 3,150 dwelling unit cap does not apply to the general commercial portion (GC district) of the project.
Table II-1, the Land Use Summary Table, totals the anticipated number of dwelling units and anticipated gross acreages by base zoning district and land use category. The acreages in the Land Use Schedule of the Conceptual Land Use Plan (Exhibit II-2) may differ from Table II-1 as long as the acreages for MU-Residential and GC-General Commercial/Multifamily Residential do not exceed the anticipated acreages provided in Table II-1. Anticipated acreages provided in Table II-1 for parks, opens space areas/corridors, and golf are minimum acreages required.

**TABLE II-1**
LAND USE SUMMARY TABLE – PASO ROBLES

<table>
<thead>
<tr>
<th>Proposed Base Zoning</th>
<th>Anticipated Land Use</th>
<th>Anticipated Service Units</th>
<th>Anticipated Acreage</th>
<th>Anticipated Dwelling Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>GC</td>
<td>General Commercial/Multifamily Residential</td>
<td>500</td>
<td>48.4</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Open Space Areas/Corridors</td>
<td>50</td>
<td>11.9</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td><strong>550</strong></td>
<td><strong>60.3</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>MU</td>
<td>Residential</td>
<td>3,450*</td>
<td>854.4851.3</td>
<td>3,450*</td>
</tr>
<tr>
<td></td>
<td>Community Centers</td>
<td>200</td>
<td>31.7</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fire Station</td>
<td>25</td>
<td>3.1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Right-of-ways</td>
<td>100275</td>
<td>54.3</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Parks</td>
<td>200300</td>
<td>28.5</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Golf and Miscellaneous Open Space Areas/Corridors</td>
<td>2,250</td>
<td>309.3</td>
<td>0</td>
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<tr>
<td></td>
<td><strong>Sub-Total</strong></td>
<td><strong>6,200</strong></td>
<td><strong>1,278.2</strong></td>
<td><strong>3,450</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>6,750</strong></td>
<td><strong>1,338.5</strong></td>
<td><strong>3,450</strong></td>
</tr>
</tbody>
</table>

*The 3,450 residential units are for both Base Zoning Districts and may be divided between them so long as the total does not exceed 3,450 units.

**TABLE II-2**
QUANTITATIVE OPEN SPACE TABLE – PASO ROBLES

<table>
<thead>
<tr>
<th>Parkland / Open Space Provided</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate FEMA 100 yr Flood Plain</td>
<td>1.1</td>
</tr>
<tr>
<td>Water Quality Zone</td>
<td>34.1</td>
</tr>
<tr>
<td>Edwards Recharge Zone Creek Buffer</td>
<td>13.9</td>
</tr>
<tr>
<td>Parks (contains 16.5 acres of floodplain, 1.4 acres of water quality zone &amp; 10.6 acres of uplands)</td>
<td>28.5</td>
</tr>
<tr>
<td>Open Space &amp; Golf Course</td>
<td>272.1</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>Total Parkland / Open Space provided</strong></td>
<td><strong>349.7</strong></td>
</tr>
</tbody>
</table>

Note: Community Center(s) & Club House spans 31.7 acres that are not accounted for within the provided parkland / open space acreage.

Any changes to the open space plan that reduces the total acreage shall require approval from the Planning Commission or City Council.
Table II-3, the Quantitative Development Table, summarizes the acreage and percent of open space, acreages of commercial and residential development, and the total number of proposed dwelling units. The maximum overall density units allowed in the mixed use portion (MU district) of the PDD is 3,150 dwelling units, which is less than 2.7 dwelling units per gross acres of the mixed use district. The density of any residential use in the general commercial portion (GC district) of the PDD shall comply with Section III.D.

**TABLE II-3**
QUANTITATIVE DEVELOPMENT TABLE – PASO ROBLES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>TOTAL GROSS AREA</td>
<td>1,338.5</td>
</tr>
<tr>
<td>GROSS AREA OF GENERAL COMMERCIAL (GC) DISTRICT</td>
<td>60.3</td>
</tr>
<tr>
<td>GROSS AREA OF MIXED USE (MU) DISTRICT</td>
<td>1,278.2</td>
</tr>
<tr>
<td>TOTAL NUMBER OF DWELLING UNITS PROPOSED IN THE MIXED USE (MU) DISTRICT</td>
<td>3,150</td>
</tr>
<tr>
<td>TOTAL NUMBER OF SERVICE UNITS PROPOSED FOR BOTH THE MIXED USE (MU) DISTRICT AND THE GENERAL COMMERCIAL (GC) DISTRICT</td>
<td>6,750</td>
</tr>
<tr>
<td>AREA OF PUBLIC OPEN SPACE**</td>
<td>349.7 Acres 26.1%</td>
</tr>
</tbody>
</table>

* The 3,450 residential units are for both Base Zoning Districts and may be divided between them so long as the total does not exceed 3,450 units.
** See Exhibit II-3 for delineation of open space.
** Open space will be fulfilled through the greenbelt corridors and/or golf course and open space within each of the residential parcels as depicted on the open space plan. Any changes to the open space plan that reduces the total acreage shall require approval from the Planning Commission or City Council.

2. Phasing Program

The primary intention of a phasing program is to relate infrastructure requirements to site development. While a specific development phasing sequence is proposed, Carma reserves the right to vary the phasing sequence and size in order to meet builder or market requirements, provided that adequate infrastructure is provided to serve each phase.

The Paso Robles PDD allows for flexibility in project phasing because the actual sequence of development may be affected by numerous factors not now predictable, including Conceptual Land Use Plan modifications due to final engineering processes, cost efficiencies achieved with particular utility or street sequencings, builder preferences/requirements or changes in the economic market.
3. Benefits and Advantages for the City of San Marcos

Paso Robles is a master planned community that results in a higher quality development for the City of San Marcos than would be achieved with conventional zoning. The benefits and advantages to the City include:

1. Paso Robles is proposed by Carma, a company that has successfully built award-winning master planned communities in the United States and Canada.
2. A neighborhood-based development centered on a network of trails connecting open space and other community amenities.
3. A development that respects the natural environment and will be developed utilizing best management practices that protect water quality and help prevent degradation of surface and groundwater and protects karst features.
4. A development that incorporates existing trees, respects the natural topography of the land, preserves magnificent Texas hill country views and sites homes and community amenities to take advantage of these features.
5. Paso Robles will feature a variety of residential housing, including developing a majority of the community for active adults, thereby enhancing the City’s ability to diversify its population by providing quality, well planned housing for the fast growing retirement age population and providing more choices and recreational opportunities for a greater number of people.
6. Paso Robles provides the following significant recreational facilities and opportunities:
   a. Parks (Private)
   b. Common areas (Private and publicly accessible)
   c. Pocket parks (Private)
   d. Significant parkway and trail systems (Public)
   e. Golf course (publicly accessible)
   f. Walkability (Private and publicly accessible)
   g. Connectivity (Private and publicly accessible)
   h. Passive recreational opportunities (Private and publicly accessible)
   i. Preserved native vegetation (Private and publicly accessible)
   j. Preserved natural creeks (publicly accessible)
   k. Security
7. Paso Robles features roadways and circulation systems that are superior to conventional residential requirements along with additional capacity to service adjacent properties and future City growth.
8. Paso Robles will include 349.7 acres of open space, or 26.1% of the total project.
9. Paso Robles provides an overall density cap of 3,150 residential dwelling units in 2.7 dwelling units per acre of the mixed use (MU) district. The proposed 3,450 dwelling units in the mixed use (MU) district are approximately 45.18% less than would normally be allowed under the City of San Marcos Land Development Code for the mixed use (MU) area.
10. If the property were fully built out as otherwise permitted by the City’s Land Development Code, 4,014 dwelling units would be permitted and only 10% open space would be required, minimal landscaping and amenities and without best management practices.
11. Paso Robles proposes additional utility capacity that is not otherwise required by the City of San Marcos in a conventional development.
New concept plan submitted with amendment

Parkland / Open Space Required

**MU District**
- Assumed Total MU District Residential: 3,150
- Assumed Residents Per Dwelling: 2.7
- Total Planned MU District Residents: 8,505

**Maximum MU District**
- Total Parkland/Open Space Requirement: 42.5 Ac.

- Note: Assumed 2.7 residents per dwelling unit derived from the City of San Marcos

**GC District**
The GC District parkland requirement is determined based on 1.7 residents per dwelling unit.

Parkland / Open Space Provided

**Community Open Space**
- FEMA 100 Yr. Flood Plane: 1.1 Ac.
- Edwards Recharge Zone: 34.1 Ac.
- Parks: 13.9 Ac.
- Community Center(s) & Club House: 1.1 Ac.

**Open Space / Golf Course**
- 28.5 Ac.
- 341.9 Ac.

Total Parkland / Open Space Provided: 419.5 Ac.

- Note: Community Center(s) & Club House are not accounted for within the provided parkland/open space area.

Legend:
- Environmental Feature
- Edwards Aquifer Recharge Area
- Main Trail
- Secondary Trail
- Approximate FEMA 100 Yr. Flood Plane
- Public ROW - Cemeteries
- Public ROW - Connectors
- Primary Private Residential Streets
- Community Bridge
- Gen
- Gray Features
Legend

Phase 1
Phase 2
Phase 3
Phase 4
Phase 5
Phase 6
Phase 7
Phase 8

Note:
While a specific development phasing sequence is proposed, Carma reserves the right to vary the phasing sequence and size in order to meet builder or market requirements, provided that adequate infrastructure is provided to serve each phase.
B. SERVICES AND INFRASTRUCTURE

All internal water, wastewater, and reclaimed water improvements and any water, wastewater, and reclaimed water off-site facilities shall be built in accordance with the requirements of the CSM.

Water, wastewater, & reclaimed water lines will be located to allow accessibility to utility vehicles and personnel for maintenance and repair. Water, wastewater, & reclaimed water lines will be located within streets and roadways unless conditions prohibit.

When alleys are used: alleys will be designed with “dry” utilities and “wet” utilities will be located in the public streets.

All construction of streets, drainage and utilities shall be reviewed and approved by the City.

1. Water

All internal water improvements and any off-site facilities shall be built in accordance with the requirements of the utility provider and sized to accommodate the service units as well as the Fire Flows in accordance with the CSM ordinances. (Refer to Exhibit II-5)

All water and wastewater stub-outs within platted areas will be extended to the property line or edge of pavement.

Automatic flush valves will be installed on all permanent dead-end water mains.

Demand

The water system infrastructure will be sized to accommodate approximately 6,750 service unit equivalents (SUEs) in coordination with the City of San Marcos Water System Plan for 2017. All planned improvements will serve as components of the City’s intent to bring Paso Robles water from the Soyars and McCarty pressure planes into the Surface Water Treatment Pressure Plane (SWTPP and Trunk Hill pressure planes as shown on the City of San Marcos Water System Plan for 2017).

2. Wastewater

Service Provider

All internal wastewater improvements and any off-site facilities shall be built in accordance with the requirements of the utility provider. (Refer to Exhibit II-6)

Collection

Paso Robles will be served by gravity sewer mains where possible and force mains where needed. Septic systems will not be utilized over the Recharge Zone, Contributing Zone, or the Contributing Transition Zone. Any area within the Property outside of such Zones shall not utilize septic systems unless approved by the City on a case by case basis for
special circumstances (including but not limited to topographical/environmental undesirability, and cost of service or system constraints which make centralized service infeasible) and in such event septic service will be required to meet the Hays County requirements for septic systems. The actual timing and sizing of the wastewater collection system will depend on the phased construction of the project.

Project Use of Reclaimed Water

The wastewater will be treated by the City to "Type I" reuse standards. The treated effluent will be pumped by a City owned and maintained reclaimed water pump station to a location within Paso Robles for allowable uses including irrigation of the proposed golf course, except over the Edwards Aquifer Recharge Zone, and irrigation of common areas. All internal reclaimed water improvements and any off-site facilities shall be built in accordance with the requirements of the utility provider. (Refer to Exhibit II-7)

Where a reclaimed water line parallels a wastewater line, the horizontal separation distance will be at least 7 feet (outside to outside) with the reclaimed water line at the level of or above the wastewater line. Where a reclaimed water line crosses a sewer line, the requirements of 30 TAC §290.44(e)(5)(B) (relating to Location of Water Lines) shall be followed, with "reclaimed water line" substituted in 30 TAC §290.44(e) (relating to Location of Water Lines) for "water line." Where a reclaimed water line parallels a water line, the horizontal separation distance will be at least 9 feet (outside to outside). Reclaimed water use and line construction shall be in compliance with TCEQ requirements.

3. Other Utilities and Services

The various public utilities and their respective providers are listed below:

- Electric .............................................................. Pedernales Electric Company
- Gas ................................................................................................ CenterPoint Energy
- Telephone ................................................................. CenturyTel
- Cable Television ......................................................... Time Warner / CenturyTel / Grande
- Police Protection ................................................................ City of San Marcos
- Fire Protection/Ambulance Service ............................... City of San Marcos
- Solid Waste Service .................................................... City of San Marcos

Most of the above mentioned providers already offer services in or near this area.

4. Detention / Water Quality

On-site water quality and detention measures to control stormwater runoff will be required with the development of this site in accordance with the SMLDC, in effect at the time the PDD document was submitted to the CSM. A qualified Watershed Protection Plan Phase 1 has been submitted and is on file with the CSM.

CSM also requires that water quality zones (WQZ) and buffer zones be established along specific waterways and recharge features to help protect waterways, the Edwards Aquifer and aquatic resources from the impacts of development activities. The WQZ and buffer zones will be established and regulated per the requirements of the SMLDC, in effect at the time of the Submittal date.
Any development in the Edwards Aquifer Recharge Zone will require an approved Water Pollution Abatement Plan (WPAP) and any area over the Contributing Zone will require a Contributing Zone Plan (CZP) in accordance with Texas Commission on Environmental Quality (TCEQ) regulations.

In addition, wherever practical and allowed by TCEQ the project will strive to meet one or more of the following best management practices (BMP’s):

- infiltration systems
  - trenches
  - drainfields
  - dry wells
  - bioretention and/or
  - level spreaders
- filtering systems
  - filter strips and/or
  - exfiltration trench/dry swale
- conveyance systems
  - vegetated channels/grassed swales

5. Transportation

The community is bordered by Hunter Road to the southeast and McCarty Lane to the North. Hunter Road travels in a Southwest-Northeast direction and turns into West Hopkins Street. The Paso Robles site is approximately 0.5 miles away from I-35. Presently, McCarty Lane has access to I-35 via south bound and north bound off ramps and on ramps. Centerpoint Road, which runs from Hunter Road to the Outlet Malls, has access to I-35 via south bound and north bound off ramps and on ramps.

According to the Capital Area Metropolitan Planning Organization (CAMPO) 2030 Plan, Hunter Road (FM 2439) is designated to be a two-lane major divided arterial (MAD 2). For regional roadway systems, refer to Map 5.9, 2030 Regional Roadway System: East Hays, of the CAMPO 2030 Plan.

All new streets must be designed and constructed to City standards and this PDD prior to acceptance.

A Traffic Impact Analysis (TIA) has been submitted and is on file with the City. Per the TIA the Paso Robles PDD must provide the following improvements:

- Install traffic signal at Hunter Road and Centerpoint Road.
- Additional left turn bays on McCarty Lane at FM 2439 eastbound and westbound approaches.
- Add right turn bays by revising striping on FM 2439 at McCarty Lane northbound and southbound approaches.
- Signalizing the intersection of FM 2439 at Centerpoint Road.
- Add right turn bays by revising striping on FM 2439 at Centerpoint Road northbound and southbound approaches.
- Add a left turn lane by revising striping on FM 2439 at Centerpoint Road northbound approach.
• Add a through lane by revising striping on FM 2439 at Centerpoint Road southbound approach.

For informational purposes only, the City and the Developer have entered that certain Right of Way Dedication Agreement dated to be effective as of _______________, 2024 (“Right of Way Agreement”) to establish the terms and conditions related to the potential future dedication of additional right-of-way for future improvements by the City and/or County to Centerpoint Road. Any Developer obligations related to such dedication are solely set forth in the Right of Way Agreement and nothing in this PDD establishes any additional or independent requirements related thereto. Upon the termination or expiration of that Right of Way Agreement, any reference to such dedication or related requirements within this PDD shall be deemed removed without a need to amend this PDD.

6. Street Design

All public streets built within Paso Robles shall be built to the City’s construction standards in effect on the Submittal Date of this PDD. All other streets or driveways shall be constructed in accordance with the Development Standards.

• Proposed street design and grade standards for Paso Robles PDD are per SMLDC, except as revised in Section III-I of this PDD.
• Gated neighborhoods.
  - Individual gated neighborhoods shall be permitted within Paso Robles. If gated, such neighborhood roads shall be privately maintained and be built to the development standards of this PDD.
  - Collector streets which serve multiple neighborhoods shall be permitted to be gated within Paso Robles. If gated, such roads within the gated areas shall be privately maintained and be built to the development standards of this PDD.

7. Maintenance of Streets and Common Areas

The streets within the Paso Robles development are anticipated to be both public and private. Public streets will be constructed in accordance with the City’s standards and this PDD with the right-of-way dedicated to the public. Upon acceptance by CSM, the City will be responsible for maintenance of the public streets. Private streets will be constructed in accordance with design standards established by the development standards of this PDD and will be maintained by the Paso Robles Master Homeowners Association or sub-Association (hereinafter “the Paso Robles HOA” or “the HOA”). The trails and private common areas will be maintained by the Paso Robles HOA. Any private parks within the PDD shall be built and shall be maintained by the Paso Robles HOA. The golf course shall be built, owned and operated privately but open for public play.

8. Schools

The Paso Robles property is within the San Marcos Consolidated Independent School District (hereinafter “the District”) and is located in the Bowie/Miller attendance zone. The District is currently in the planning and construction phases of major school renovations and reallocation of which facilities will serve which grade levels.

At this time, the District has not indicated a need for a school site within the Paso Robles
development. If non-age restricted neighborhoods are developed within Paso Robles and a school site is requested by the District, a potential school site may be reserved within the development in a location and upon terms to be mutually determined by the Developer and the District.

9. Other Civic Uses

At this time, the City has not indicated a specific need for a Civic site within the Paso Robles development. If Civic site is requested by the City, a potential Civic site may be reserved within the development in a location and upon terms to be mutually determined by the Developer and the City.

10. Parks and Open Spaces

The Paso Robles project will provide residents with a range of self-contained recreational activities. The intent of the Parks/Open Space Plan is to provide future residents with a variety of opportunities.

Many active recreational facilities will be developed and built, ranging from small neighborhood pocket parks to the larger community centers, and then connected through a trail system. This will be the backdrop for many leisure activities. The major active recreation activity will be the planned 18-hole golf course. Linkages between communities, schools and commercial areas will be provided through a pedestrian trail system and bicycle corridors. Vineyards, whether internal or external to development parcels, if provided, will be located in designated common open space areas.

The recreation and open space areas, besides providing areas for neighbor interaction, will provide physical separation, buffer zones and transitions between areas of urbanization. The undeveloped open space portion of the project is preserved to provide the communities with “passive” recreational opportunities and to maintain a visual barrier between adjacent uses. The open space system will be privately owned and maintained within Paso Robles.

The primary open space element for Paso Robles will be an 18-hole golf course that would be privately owned and operated but open for public play. As such, the Developer is requesting that the final layout and location of the golf course shall be determined during the site development permit stage without requiring Planning & Zoning or City Council approvals. Variations from the Concept Plan are permitted as long as any reduction to the total open space acreage shall require approval from the Planning Commission or City Council. The design and operation of the golf course shall conform and adhere to the principles, practices, standards and specifications related to the Audubon International Signature Program. Access to the golf course shall not be restricted for more than 7 consecutive days or more than 35 days per calendar year, unless specifically approved by the City’s Parks and Recreation Department. Maintenance operations shall be excluded from this provision.

Paso Robles shall build a golf course and if at some time in the future the golf course is closed the area containing the golf course shall revert to open space. Credit shall be given to the overall Paso Robles project for the impervious cover provided within the golf course. With the community containing a public golf course as well as public trails, the project will more than exceed the required 5 acres of parkland per 1,000 ultimate residents as required by CSM for parkland dedication.
The effluent wastewater will be treated by the City to Type I reuse standards and will be used within Paso Robles for allowable uses, including irrigation of common areas and irrigation of the Golf Course, except for those portions of the Golf Course located within the Edwards Aquifer Recharge Zone.
III. DEVELOPMENT REQUIREMENTS

A. PURPOSE AND INTENT

The development requirements serve as the primary mechanism for implementation of the land uses for the Paso Robles PDD. The regulations contained herein provide an appropriate degree of flexibility to anticipate future needs and afford compatibility among land uses. For the purpose of this PDD, specific development standards are established for the following types of land uses allowed within the Mixed Use (MU) and General Commercial (GC) base zoning districts:

**Residential:**
* Single Family Detached Residential (MU base district only)
* Single Family Attached Residential & Townhome Residential (MU and GC base districts)
* Multi-family Residential (MU and GC base districts)

**Commercial:**
* Neighborhood Commercial (MU base district only)
* General Commercial (GC base district only)

**Community Elements:**
* Pocket Parks
* Trails
* Community Center
* Open Space
* Schools

B. GENERAL PROVISIONS

1. All construction and development within the PDD area shall comply with applicable provisions of the City of San Marcos codes and ordinances as of the submittal date, except as modified within this PDD. To the extent any exhibits herein conflict with text of this PDD, the text shall control.

2. If specific development standards are not established or if an issue, condition, or situation arises or occurs that is not clearly addressed or understandable in the PDD, then those regulations and standards of the City of San Marcos codes and ordinances that are applicable for the most similar issue, condition, or situation shall apply as determined by the Director of Planning and Development Services.

3. This PDD may be amended by the same procedure as it was adopted, by ordinance or as otherwise allowed within this PDD. Each amendment shall include all sections or portions of the PDD that are affected by the change.

4. Whenever a use has not specifically been listed as being a permitted use in a particular zone classification within the PDD, it shall be the duty of the City of San Marcos Director of Planning and Development Services to determine if said use
is: 1) consistent with the intent of the zone; and 2) compatible with other listed permitted uses.

5. Non-Conforming Uses of Land – Where, as of the time of the Submittal date, a lawful use of land exists which would not be permitted by the regulations imposed by this PDD, such use may continue so long as it remains otherwise lawful, provided:
   - No such non-conforming use shall be enlarged or increased nor extended to occupy a greater area of land than was occupied on the Submittal date of adoption or amendment of this PDD.
   - No such non-conforming use shall be moved, in whole or in part, to any portion of the lot or parcel other than that occupied by such use at the Submittal date of adoption or amendment of this PDD.
   - If any such non-conforming use of land ceases for any reason for a period of more than 180 days, any subsequent use of such land shall conform to the regulations specified by this PDD for the district in which such land is located.
   - No additional structure not conforming to the requirements of this PDD shall be erected in connection with such non-conforming use of land.

6. Non-Conforming Structures – Where a lawful structure exists on the Submittal date of adoption or amendment of this PDD that could not be built under the terms of these regulations by reason of restrictions on area, height, yards, its location on the lot, or other requirements concerning the structure; such structure may be continued so long as it remains otherwise lawful, provided:
   - No such non-conforming structure may be enlarged or altered in a way, which increases its non-conformity, but any structure or portion thereof may be altered to decrease or have no effect on its non-conformity.
   - Should such non-conforming structure or non-conforming portion of structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this PDD.
   - Should such structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

7. At the time of site plan review, plans for all developments shall be submitted detailing building placement and other details, which must be in conformance with the PDD design guidelines for residential and/or commercial structures.

8. Land Use Plan Provisions – Land use designations have been assigned to each area identified on the PDD (see Exhibit II-2). Land use schedule provisions for the areas designated for development include land use designation, average density, maximum units and estimated gross acreages.
To ensure the orderly growth of the community, land use areas within the PDD shall be developed within the dwelling counts allowed for each land use designation. Minor modifications in the boundaries and acreage of planning areas or adjustments because of final road alignments and/or grading or hydrology hazards specified by the City of San Marcos will occur during technical refinements in the platting process and shall not require an amendment to the PDD. Maximum dwelling unit counts will not thereby be affected. The PDD residential dwelling unit maximum for the mixed use (MU) district shall be 3,450 dwelling units for the MU district. Active Adult use shall be limited to no more than 2,850 dwelling units.

9. Design Review Board (“DRB”) – The developer will establish the DRB to be implemented through the Project’s Covenants, Conditions and Restrictions (CC&R). All proposed land uses requiring a Conditional Use Permit shall be subject to review and approval by the HOA and DRB prior to application to the City. The DRB’s purpose shall be to ensure conformance to the CC&R Design Guidelines, PDD Development Standards, and General Objectives of both documents.


- The non-commercial portions of the Property shall be developed in a manner consistent with the standards contained in the “Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community”, which are attached hereto as Appendix IX.
  - In addition Multi-Family developments shall provide safe, secure and covered bike locker stations and/or bike racks equating to 5% of the total parking spaces provided.

- The architectural standards for the commercial development within the General Commercial designated parcels within the Project shall include the following:
  - The front façade of the principal building(s) shall be oriented towards Hunter Road or Centerpoint Road, as appropriate.
  - Landscape buffering shall be provided for all off street parking so as to shield such parking from view from Hunter Road and Centerpoint Road.
  - Building entrances shall be located under a shade device such as an awning or portico.
  - A minimum of 40% of the front façade of the ground floors of buildings shall consist of window/window displays or door openings so as to provide a more pedestrian friendly experience.
  - One bicycle parking space for every 10 motor vehicle parking spaces shall be provided.
  - Street trees shall be provided so as to average one street tree for each 40 feet of street frontage along Hunter Road.
  - Architectural embellishments that add visual interests to roofs, such as dormers, masonry, chimneys, cupolas, clock towers and other
similar elements shall be encourage in the building design, subject to final approval by the commercial end user.

- The architectural standards for commercial development within the Mixed Use designated portions of the Property shall include the following:
  - Off street parking shall be shielded from view from the principal streets through use of landscaping; and
  - The height and massing of commercial buildings should be consistent with adjacent and nearby residential development.

11. Wildlife management and agricultural / ranching uses are current uses within the property. Until such time as specific parcels are platted, the final plat is recorded and improvements are constructed, these specific parcels shall be and may remain as agricultural-use and wildlife management land, allowing all activities permitted by the Wildlife Management Plan, and other applicable rules, to continue.

12. Low speed vehicles (LSVs) can be driven on any street within the Mixed Use District with a posted speed limit of 35 mph or less, and may cross streets or highways with a higher posted speed limit.

- There are currently two types of vehicles that will qualify as LSVs. One type is the golf car. All conventional golf cars, as currently originally manufactured, have a top speed of less than 20 miles per hour. Those speed-modified golf cars whose top speed is between 20 and 25 miles per hour qualify as LSVs. Similarly, there are a very small number of originally manufactured custom golf cars that are not modified conventional golf cars and that have a top speed above 20 miles per hour. Some of them look very much like passenger cars. Those custom golf cars with a top speed between 20 and 25 miles per hour qualify as LSVs.

- The other vehicles that will qualify as an LSV are so-called “Neighborhood Electric Vehicles" or “NEVs." Current NEVs are bigger, heavier, and have more superstructure than golf cars. Further, as originally manufactured, current NEVs have top speeds of 25 miles per hour. However, like golf cars, they do not have doors, and thus have neither heating systems nor air conditioners.

- All LSV operators shall operate their LSVs in accordance with State and local laws.
- No LSV shall be allowed to operate on streets with posted speed limits of 40 miles per hour or greater.

13. Low Impact Design.

**Definition of LID**
“Low Impact Development (LID) is an approach to land development that uses various land planning and design practices and technologies to simultaneously conserve and protect natural resource systems and reduce infrastructure costs. LID still allows land to be developed, but in a cost-effective manner that helps mitigate potential environmental impacts.” *THE PRACTICE OF LOW IMPACT*
The design and operation of the Paso Robles community shall generally conform to the principles and practices identified below:

- **Preserve Open Space and Minimize Land Disturbances**
  - Open-space tracts are incorporated into community designs and planned as components of larger contiguous areas.

- **Protect Sensitive Natural Features and Natural Processes**
  - Protection of a site’s sensitive natural features and natural processes is paramount to the planning of the community.

- **Identify and Link On- and Off-Site “Green Infrastructure”**
  - Paso Robles’ “Green” infrastructure represents the planned and managed network of wilderness, greenways and easements with conservation value that support native species, maintain natural ecological processes, and sustain air and water resources.

- **Incorporate Natural Features (Wetlands, Riparian Corridors, Mature Forests) into Site Designs**
  - Paso Robles will take advantage of natural resources for both their functional and aesthetic qualities. For instance, when feasible, wetlands and pond systems will be designed to provide storm water management solutions as well as aesthetic and recreational benefits for the entire community.

- **Customize Site Design According to the Site Analysis**
  - The Paso Robles Conceptual Land Plan uses the information gathered during the site analysis to create the best balance between development and the conservation of natural resources. By identifying buildable and non-buildable areas of a project the Plan directs development into areas that will experience the least impacts on air, soil, and water.

- **Decentralize and Micromanage Storm Water at Its Source**
  - Understanding the difference between pre- and post-development hydrologic patterns is critical to LID. The use of best management practices to reduce the amount of impervious surfaces, disconnect flow paths (i.e., downspouts connected to storm sewers), and treat storm water at its source all help minimize the impacts to local hydrology.

- **In the Recharge and Contributing Zones of the Edwards Aquifer**
  - This project will adhere to a minimum of 85% TSS removal on an overall basis, and no project will begin construction until the required TCEQ Edwards Aquifer Plans and City Plans are approved and a SWPPP is prepared.
  - 85% TSS removal will be accomplished utilizing a TCEQ-approved BMP as defined by TCEQ Document RG-348 and maintained according to that document and the conditions of the approved WPAP and/or CZP.

- **In the Transition Zone of the Edwards Aquifer of where no TCEQ Edwards Aquifer Plans are required**
This project will adhere to a minimum of 70% TSS removal on an overall basis, and no project will begin construction until the required City Plans are approved and a SWPPP is prepared.

70% TSS removal will be accomplished utilizing an engineer-approved BMP’s.

- **LEED**
  - All Commercial and Residential construction shall generally conform to the principles, practices, and standards for the United States Green Building Council’s LEED certification program. No application for LEED certification is required.

### C. DEFINITIONS

For the Purpose of this PDD, certain words and terms used herein are defined as per the City of San Marcos Development Code, Codified through Ord. No. 2007-73, enacted Dec. 11, 2007. (Supplement No.11), unless otherwise revised below:

- **Active Adult**: age-restricted or targeted neighborhoods.
- **Farmer’s Market**: outdoor market primarily for the sale of local produce.
- **Winery**: an establishment for the making and sale/distribution of wine.
- **Vineyard**: an area of land where grape vines are grown.
- **Family home (child care in place of residence)**: A facility that regularly provides care in the caretaker’s own residence for not more than six children under 14 years of age, excluding the caretaker’s own children, and that provides care after school hours for not more than six additional elementary school siblings of the other children given care. However, the number of children, including the caretaker’s own, provided care at such facility shall not exceed 12 at any given time. No outside employment is allowed at the facility. This facility shall conform to Chapter 42 of the Texas Human Resources Code, as amended, and in accordance with such standards as may be promulgated by the Texas Department of Human Resources.
- **Submittal date**: October 30, 2008, the day the PDD application was originally submitted to the City.
- **Gross Density**:
  - **MU District**: all property acreage excluding the GC District
  - **GC District**: all property acreage excluding the MU District
- **Governing Development Regulations**: (a) Development of the Property shall be governed by: (i) the Concept Plan; (ii) the City’s Land Development Code, dated October 30, 2008, as amended and in effect on the Submittal Date (the “LDC”); (iii) the PDD Zoning Regulations for the Property adopted in accordance with this Development Agreement attached hereto and incorporated herein as “Exhibit D” (the “PDD Regulations”), and (iv) construction plans and final plats for portions of the Property that are approved from time to time by the City (the “Approved Plats”). The Concept Plan, the LDC, the PDD Regulations and the Approved Plats shall hereinafter be referred to collectively as the “Governing Regulations.” It is further agreed and understood that no ordinance or regulation adopted by the City after the Submittal Date shall in any manner impair Carma’s rights under this Agreement provided that: (1) any ordinance or regulation exempted by Chapter 245 of the Texas Local Government Code may
be enforced on the Property; and (2) ordinances or regulations adopted pursuant to a requirement of State or Federal law may be enforced on the Property.

- *Trees* shall mean native oaks, elms, madrone, and pecan trees for the purposes of tree protection and mitigation requirements.

D. GENERAL COMMERCIAL BASE DISTRICT

**General Commercial**

The General Commercial use category is intended to serve the needs of the community while providing for a broad range of commercial activities and is only allowed in the General Commercial Base District.

(a) *Purpose.* The GC, General Commercial District, is intended to provide locations for limited (light) commercial and service-related establishments, such as wholesale product sales, automotive supply stores, veterinary services, and other similar limited commercial uses. The commercial uses within this District will have operational characteristics that are generally compatible with the GC, General Commercial District, of the SMLDC.

(b) *Authorized Uses.* Permitted and conditional uses, as authorized in Table III-1, GC Land Use Matrix. Accessory uses as authorized in this PDD.

(c) *Additional Development Standards.* See Table III-2, GC Land Use Development Standards.

(d) *Additional Area, Building and Height Requirements:*

1. Minimum Lot Area:
   - a. Internal: 6,000 square feet
   - b. Corner: 7,500 square feet

2. Minimum Lot Frontage:
   - a. Internal: 50 feet
   - b. Corner: 60 feet

3. Minimum Rear Yard: Five feet, with an additional two feet required for each story above 24 feet, up to a maximum setback of 25 feet; there shall be no overhangs greater than three feet (3') or encroachment into this required rear yard.

(e) *Additional Requirements.* See Table III-2.
### TABLE III-1

**GC Land Use Matrix**  
(Only those uses that are permitted or modified from the SMLDC are indicated)

**LEGEND:**

- **P** = Permitted use  
- **C** = may be approved as a Conditional Use Permit (CUP)  
- **X** = prohibited use

<table>
<thead>
<tr>
<th>Types of Land Uses</th>
<th>Required (by City Ordinance)</th>
<th>Permitted (by PDD Ordinance)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agricultural Uses</strong></td>
<td></td>
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<tr>
<td>(Only current uses allowed as per III.B.12. above)</td>
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<tr>
<td><strong>Residential Uses</strong></td>
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<td>Accessory Bldg (no larger than 200 sf in size &amp; 8’ in height)</td>
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</tr>
<tr>
<td>Accessory Bldg (larger than 200 sf in size &amp; no larger than 800 sf OR 16’ in height)</td>
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<td>P</td>
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<tr>
<td>Accessory Bldg (larger than 800 sf in size OR 16’ in height)</td>
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<td>C</td>
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<td>Accessory Dwelling (one per lot)</td>
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<tr>
<td>Bed &amp; Breakfast Inn</td>
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<tr>
<td>Caretaker's/Guard's Residence</td>
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<tr>
<td>Loft Apartments</td>
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<td>Multi-Family (Apts)</td>
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<td>Single Family Townhouse (Attached)</td>
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<td>Armed Services Recruiting Center</td>
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<td>Bank or Savings &amp; Loan (w/ drive-thru)</td>
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<td>Insurance Agency Offices</td>
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<td>Offices (Brokerage Services)</td>
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<td>Offices (Health Services)</td>
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<td>Security Monitoring Company (No outside storage or installation)</td>
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<td><strong>Personal and Business Service Uses</strong></td>
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<td>Automobile Driving School (including Defensive Driving)</td>
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<td>GC Land Use Matrix</td>
<td>Types of Land Uses</td>
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<td><strong>Personal and Business Service Uses</strong></td>
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<td>Barber/Beauty College</td>
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<td>Barber/Beauty Shop</td>
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<td>Bed &amp; Breakfast (no permanent residence)</td>
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<td>Communication Equipment (installation &amp;/or Repair- no outdoor sales or storage)</td>
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<td>Computer Sales</td>
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<td>Credit Unions</td>
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<td>Dance/Drama/Music Schools</td>
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<td>Extended Stay Hotels/Motels (Residence Hotels)</td>
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<td>Exterminator Service (no outdoor sales or storage)</td>
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<td>Hotel/Motel</td>
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<td>Kiosk (Providing a Retail Service)</td>
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<td>Laundry/Dry Cleaning (Drop Off/Pick Up)</td>
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<td>Locksmith</td>
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<td>Martial Arts School</td>
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<td>Medical Supplies &amp; Equipment</td>
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<tr>
<td>Mini-Warehouse/Self-Storage Units</td>
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<tr>
<td>Off-Premise Freestanding Sign</td>
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</tr>
<tr>
<td>Photo Studio</td>
<td></td>
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<tr>
<td>Photocopying/Duplicating/Copy Shop</td>
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</tr>
<tr>
<td>Shoe Repair</td>
<td></td>
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</tr>
<tr>
<td>Studio for Radio or Television (w/o tower)</td>
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</tr>
<tr>
<td>Tailor Shop</td>
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<tr>
<td>Tool Rental (Indoor Storage Only)</td>
<td></td>
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<tr>
<td>Tool Rental (w/ Outdoor Storage)</td>
<td></td>
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</tr>
<tr>
<td>Washateria/Laundry (Self Serve)</td>
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<tr>
<td><strong>Retail &amp; Service Type Uses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Terrain Vehicle (go-carts) Dealer/Sales</td>
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</tr>
<tr>
<td>Antique Shop (no outside storage)</td>
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<tr>
<td>Antique Shop (w/ outside storage)</td>
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<tr>
<td>Art Dealer/Gallery</td>
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<td>Auto Dealer (Primarily New)</td>
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<td>Auto Dealer, Used Auto Sales</td>
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<td>Auto Supply Store</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Bakery (retail)</td>
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<td>P</td>
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<tr>
<td>Bike Sales &amp;/or Repair</td>
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<td>Book Store</td>
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<tr>
<td>Bldg Material Sales</td>
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<tr>
<td>Cabinet Shop (Manufacturing)</td>
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<tr>
<td>Cafeteria</td>
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<td>P</td>
</tr>
<tr>
<td>Food Service/ Drive-In</td>
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<td>Food Service w/o drive-thru (deli/cafeteria)</td>
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<td>Permitted (by PDD Ordinance)</td>
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<td><strong>Types of Land Uses</strong></td>
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<tr>
<td><strong>Retail &amp; Service Type Uses</strong></td>
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<td>Computer Repair</td>
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<tr>
<td>Consignment Shop</td>
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<tr>
<td>Convenience Store w/o gas sales</td>
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<td>Department Store</td>
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<td>Drapery Shop/ Blind Shop</td>
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<td>Farmer’s Market</td>
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<td>Florist (no outside plant sales)</td>
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<tr>
<td>Food or Grocery Store w/ gas sales</td>
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<tr>
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<td>Furniture Sales (indoor)</td>
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<td>Garden Shop (inside only)</td>
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<td>Gravestone/Tombstone Sales</td>
<td>C</td>
<td>X</td>
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<tr>
<td>Gun Smith</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Handicraft Shop</td>
<td>P</td>
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<tr>
<td>Hardware Store (less than 10,000 sf)</td>
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<tr>
<td>Home Improvement Center (10,000 sf or more)</td>
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<tr>
<td>Lawnmower Sales &amp;/or Repair</td>
<td>P</td>
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<td>Liquor Sales (retail)</td>
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<tr>
<td>Major Appliance Sales (indoor)</td>
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<tr>
<td>Market (public, flea)</td>
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<tr>
<td>Motorcycle Dealer (primarily new/repair)</td>
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<tr>
<td>Personal Watercraft Sales (primarily new/repair)</td>
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<tr>
<td>Needlework Shop</td>
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<tr>
<td>Pet Shop/ Supplies (less than 10,000 sf)</td>
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<td>Pet Store (10,000 sf or more)</td>
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<td>Pharmacy with Drive Thru</td>
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<td>Plant Nursery (retail sales/outdoor storage)</td>
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<td>Recycling Kiosk</td>
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<td>Restaurant/Prepared Food Sales</td>
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<tr>
<td>Retail Store w/ drive thru service</td>
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<td>Retail Store (100,000 sf or more)</td>
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<td>Shopping Center (over 5 acres)</td>
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<td>Studio Tattoo or Body Piercing</td>
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<td>Temporary Outdoor Retail Sale/Commercial Promotion (4 day limit; permit required by bldg official)</td>
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<td>Used Merchandise/ Furniture Store</td>
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<td>Vacuum Cleaner Sales and Repair</td>
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<td>Veterinarian (Indoor Kennels)</td>
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<td>Woodworking Shop (Ornamental)</td>
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<td>GC Land Use Matrix</td>
<td>Types of Land Uses</td>
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<td><strong>Transportation and Automotive Uses</strong></td>
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<td>Auto Financing and Leasing</td>
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<td>Auto Glass Repair/ Tinting</td>
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<td>Auto/Interior Shop/Upholstery</td>
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<td>Auto Muffler Shop</td>
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<td>Auto Paint Shop</td>
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<td>Auto Repair (General)</td>
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<td>Auto Repair as an accessory use to retail sales</td>
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<td>Car Wash (Self-Service; automated)</td>
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<td>Full service car wash (detail shop)</td>
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<td>Limousine/ Taxi Service</td>
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<td>Public Garage/ Parking Structure</td>
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<tr>
<td>Lube/Oil Change/Minor inspection</td>
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<td>Tire Sales (outdoors/storage)</td>
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<td>Transit Terminal</td>
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<td>Truck Terminal</td>
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<td><strong>Amusement and Recreational Uses</strong></td>
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<tr>
<td>Amusement Devices/Arcade</td>
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<td>Amusement Services or Venues (indoors)</td>
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<td>Amusement Services or Venues (outdoors)</td>
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<td>Bar/ Nightclub/ on-premise consumption of alcohol</td>
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<td>Billiard/ Pool facility (3+ tables)</td>
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<td>Bingo facility</td>
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<td>Bowling center</td>
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<tr>
<td>Civic/ Conference Center</td>
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<td>Country Club (private)</td>
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<tr>
<td>Dance Hall/ Dancing Facility</td>
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<td>Day Camp</td>
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<td>Dinner Theater</td>
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<td>Driving Range</td>
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<td>Exhibition Hall</td>
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<td>Golf course (miniature)</td>
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<td>Golf course (private)</td>
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<tr>
<td>Health Club (physical fitness; indoors only)</td>
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<tr>
<td>Motion Picture Theater (indoors)</td>
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<tr>
<td>Museum (indoors only)</td>
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<tr>
<td>Park or playground (private)</td>
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<tr>
<td>Park or playground (public)</td>
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<tr>
<td>RV/ Travel Trailer Sales</td>
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<td>Skating Rink</td>
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<tr>
<td>Tennis court (lighted)</td>
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<td>GC Land Use Matrix</td>
<td>Types of Land Uses</td>
<td>Required (by City Ordinance)</td>
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<td><strong>Amusement and Recreational Uses</strong></td>
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<td>Theater (live drama)</td>
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<tr>
<td>Video Rental/Sales</td>
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<tr>
<td><strong>Institutional/ Governmental Uses</strong></td>
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<tr>
<td>Adult Day-Care (no overnight stay)</td>
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<tr>
<td>Assisted Living Facility/Hospice</td>
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<tr>
<td>Child Day Care (Business)</td>
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<tr>
<td><strong>Institutional/ Governmental Uses</strong></td>
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<tr>
<td>Place of Religious Assembly/Church</td>
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<tr>
<td>Clinic (Medical)</td>
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<td>Electrical Substation</td>
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<td>Emergency Clinic Care</td>
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<tr>
<td>Fraternal Organization/Civic Club</td>
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<td>Governmental Bldg or Use (municipal, state, or federal)</td>
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<td>Heliport</td>
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<tr>
<td>Hospital (Acute Care/ Chronic Care)</td>
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<tr>
<td>Nursing/ Convalescent Home</td>
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<td>Philanthropic Organization</td>
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<td>Post Office (private)</td>
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<td>Post Office (governmental)</td>
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<td>Rectory/ Parsonage w/ Place of worship</td>
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<td>Retirement Home/ Home for the aged</td>
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<td>School, K through 12 (private)</td>
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<td>School, Vocational</td>
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<td><strong>Commercial and Wholesale Trade Uses</strong></td>
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<td>Auction Sales (Non-Vehicle)</td>
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<td>Book Binding</td>
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<td>Caterer</td>
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<td>Extermination Service</td>
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<td>Feed and Grain Store</td>
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<td>Heating &amp; AC Sales/Services</td>
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<tr>
<td>Maintenance/Janitorial Service</td>
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<tr>
<td>Metal Fabrication Shop</td>
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<td>Moving Storage Company</td>
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<tr>
<td>Pawn Shop (with or without drive through)</td>
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<tr>
<td>Plumbing Shop</td>
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<tr>
<td>Portable Building Sales</td>
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<td>Propane Sales (retail)</td>
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<td>Taxidermist</td>
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<td>Warehouse/ Office and Storage</td>
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<tr>
<td><strong>Industrial/Manufacturing Uses</strong></td>
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<tr>
<td>Electronic Assembly/High Tech Manufacturing</td>
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<tr>
<td>Micro Brewery (onsite mfg. and sales)</td>
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<td>C</td>
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</table>
Multi-family Residential (within General Commercial District)

(a) **Purpose.** The MF, Multiple-Family Residential District, is intended for development of condominium lots and multiple-family, apartment residences at not more than 15 units per acre. This district should be located adjacent to a major thoroughfare and may serve as a buffer between low or medium density residential development and nonresidential development or high-traffic roadways.

(b) **Authorized Uses.** Permitted and conditional uses, as authorized in Table III-1, GC Land Use Matrix. Accessory uses as authorized in this PDD.

(c) **Additional Development Standards.** See Table III-2.

(d) **Additional Area, Building and Height Requirements:**

1. Minimum Lot Area:
   a. 3,630 square feet per dwelling unit for the first three dwelling units, plus as much additional lot area as necessary for each dwelling unit over three so that the total gross density does not exceed 15 dwelling units per acre.
   b. The minimum lot area for all other uses shall be determined by the applicable minimum lot dimensions.

2. Minimum Lot Width:
   a. Duplex, group home: 60 feet
   b. All other uses: 80 feet

3. Minimum Lot Frontage:
   a. Duplex, group home: 40 feet
   b. All other uses: 60 feet

4. Minimum Rear Yard: Ten feet; there shall be no encroachment or overhangs into this required rear yard except patios and decks that may encroach by up to 5 feet.

5. Minimum Side Yard, Interior:
   a. Duplex, group home: Five feet
   b. All other uses: Ten feet

(e) **Additional Requirements.** See Table III-2.

Accessory Building Regulations for Multi-family Residential (within General Commercial District)

(a) **Size of Yards.**

   1. Front Yard: Same as for main structure. Detached accessory buildings shall be prohibited in front of the main building.
   2. Side and Rear Yards: Five feet.

(b) **Carports.** Carports shall be measured from the roof nearest to the street or alley (see Figure III-1).
Accessory Building Regulations for Nonresidential (within General Commercial District)

(a) Size of Yards.
   (1) Front Yard: Same as for main structure. Detached accessory buildings shall be prohibited in front of the main building.
   (2) Side and Rear Yards: Five feet.
(b) Carports shall be measured from the roof nearest to the street or alley (see Figure III-1).
(c) Accessory buildings are not permitted without a main structure.
(d) Accessory buildings shall not exceed the height allowed in the Land Use Matrix.
(e) Metal portable accessory buildings are not permitted.
(f) Exterior construction standard for accessory buildings (including accessory dwellings) shall match the main structure.
(g) Lighting Standards. All commercial site plans within the GC tract shall have photometric plans designed in accordance with Environmental Performance Zone E-1.
<table>
<thead>
<tr>
<th>Standard Category</th>
<th>Commercial</th>
<th>Townhomes</th>
<th>Multi-Family</th>
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<td>Required (by City Ord.)</td>
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<tr>
<td>Lot/Parcel Area, Minimum Sq. Ft.</td>
<td>6000</td>
<td>6000</td>
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<td>N/A</td>
<td>N/A</td>
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<td>Units per Acre, Maximum/Gross Acre</td>
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<td>6/12</td>
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<td>Lot Frontage, Minimum Feet</td>
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<tr>
<td>Lot Width, Minimum Feet</td>
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<tr>
<td>Front Yard Setback, Minimum Feet</td>
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<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Side Setback, Minimum Feet, Interior</td>
<td>5</td>
<td>5</td>
<td>0*</td>
</tr>
<tr>
<td>Side Setback, Corner, Minimum Feet</td>
<td>15</td>
<td>10</td>
<td>12</td>
</tr>
<tr>
<td>Rear Yard Setback, Minimum**</td>
<td>5</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>Lot Depth, Minimum Feet</td>
<td>100</td>
<td>100</td>
<td>N/A</td>
</tr>
<tr>
<td>Impervious Cover, Max. %</td>
<td>80%*</td>
<td>80%</td>
<td>70%</td>
</tr>
<tr>
<td>Building Height, Maximum Feet*</td>
<td>N/A</td>
<td>4 stories</td>
<td>30</td>
</tr>
</tbody>
</table>

* See Chapters 4 and 6 of the SMLDC for additional standards or requirements.
** Patios and decks are allowed to encroach into setbacks by 5 feet.
E. MIXED USE BASE DISTRICT

(a) Purpose. The MU, Mixed Use District, is intended to provide for a mixture of retail, office, recreational, and residential uses in close proximity to enable people to live, work, play and purchase necessities in their community. Bed-and-breakfast establishments will not be located in Paso Robles. Additionally, pedestrian walkways and open areas are desired in order to promote a pedestrian-friendly environment. It is not the purpose of this zoning district to permit or encourage properties used for single-family residences to be converted to exclusively commercial or multi-family use. The following are key concepts that should be acknowledged through development practices within Paso Robles’s Mixed Use District:

(1) Residential uses in conjunction with nonresidential activities, possibly located above retail and office establishments;
(2) All types of residential uses, including single-family homes, townhouses, and condominium and multiple-family units;
(3) Central green spaces;
(4) Traffic flows that enable people to move freely without the use of an automobile by emphasizing the pedestrian; and
(5) Outside spaces, such as small parks, courtyards, and outdoor eating areas.

(b) Authorized Uses. Permitted and conditional uses, as authorized in Table III-3, MU Land Use Matrix. Accessory uses as authorized in this PDD.

(c) Additional Development Standards. See Table III-4, MU Land Use Development Standards.

(d) Additional Area, Building and Height Requirements:

(1) Minimum Lot Area:
   a. per Section E. 1. or E. 2. below
(2) Minimum Lot Width:
   a. per Section E. 1. or E. 2. below
(3) Minimum Lot Frontage:
   a. per Section E. 1. or E. 2. below
(4) Minimum Rear Yard: per Section E. 1. or E. 2. below
(5) All uses shall provide connections to adjacent sidewalks, parks or open space.
(6) Parking areas for nonresidential uses shall be screened from single-family uses with a living or solid masonry screening device.

(e) Additional Requirements. See Table III-4.
### TABLE III-3
MU Land Use Matrix (Only those uses that are permitted or modified are indicated)

**LEGEND:**
- P = Permitted use
- C = may be approved as a Conditional Use Permit (CUP)
- X = prohibited use

<table>
<thead>
<tr>
<th>Types of Land Uses</th>
<th>Required (by City Ordinance)</th>
<th>Proposed (by PDD Ordinance)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agricultural Uses</strong></td>
<td>Non-Res.</td>
<td>Res.</td>
</tr>
<tr>
<td>(Only current uses allowed as per III.B.12. above)</td>
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<tr>
<td><strong>Residential Uses</strong></td>
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<tr>
<td>Accessory Bldg (no larger than 200 sf in size &amp; 8' in height)</td>
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</tr>
<tr>
<td>Accessory Bldg (larger than 200 sf in size &amp; no larger than 800 sf OR 16' in height)</td>
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<td>P</td>
</tr>
<tr>
<td>Accessory Bldg (larger than 800 sf in size OR 16' in height)</td>
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<td>X</td>
</tr>
<tr>
<td>Accessory Dwelling (one per lot)</td>
<td>C</td>
<td>P</td>
</tr>
<tr>
<td>Bed &amp; Breakfast Inn</td>
<td>P</td>
<td>X</td>
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<tr>
<td>Caretaker's/Guard's Residence</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Community Home</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Residential Hall or Boarding House</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Duplex</td>
<td>C</td>
<td>P</td>
</tr>
<tr>
<td>Family Home Child Care</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Quadraplex or Tri-Plex</td>
<td>C</td>
<td>P</td>
</tr>
<tr>
<td>Fraternity or Sorority Bldg</td>
<td>C</td>
<td>X</td>
</tr>
<tr>
<td>Home-based Business</td>
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<tr>
<td>Loft Apartments</td>
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<td>P</td>
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<tr>
<td>Multi-Family (Apts)</td>
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<td>P</td>
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<tr>
<td>Single Family Detached House</td>
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<td>P</td>
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<tr>
<td>Single Family Industrialized Home</td>
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</tr>
<tr>
<td>Single Family Townhouse (Attached)</td>
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<td>P</td>
</tr>
<tr>
<td>Single Family Zero Lot Line/ Patio Homes</td>
<td>C</td>
<td>P</td>
</tr>
<tr>
<td><strong>Office Service Type Uses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armed Services Recruiting Center</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Bank or Savings &amp; Loan (w/o drive-thru)</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Bank or Savings &amp; Loan (w/ drive-thru)</td>
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<td>P</td>
</tr>
<tr>
<td>Check Cashing Service</td>
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<td>X</td>
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<tr>
<td>Credit Agency</td>
<td>P</td>
<td>P</td>
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<tr>
<td>Insurance Agency Offices</td>
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<td>P</td>
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<tr>
<td>Offices (Brokerage Services)</td>
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<td>P</td>
</tr>
<tr>
<td>Offices (Health Services)</td>
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<td>P</td>
</tr>
<tr>
<td>Offices (Legal Services)</td>
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<tr>
<td>Offices (Medical Office)</td>
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<tr>
<td>Offices (Professional)</td>
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<tr>
<td>Real Estate Offices</td>
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</tr>
<tr>
<td>Security Monitoring Company (No outside storage or installation)</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>Travel Agency</td>
<td>P</td>
<td>X</td>
</tr>
<tr>
<td>MU Land Use Matrix</td>
<td>Types of Land Uses</td>
<td>Required (by City Ordinance)</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------------</td>
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<tr>
<td><strong>Personal and Business Services Uses</strong></td>
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<td>Non-Res.</td>
</tr>
<tr>
<td>Appliance Repair</td>
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<tr>
<td>Artist or Artisans Studio</td>
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<td>P</td>
</tr>
<tr>
<td>Automobile Driving School (including Defensive Driving)</td>
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<td>P</td>
</tr>
<tr>
<td>Automatic Teller Machines (ATMs)</td>
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<td>P</td>
</tr>
<tr>
<td>Barber/Beauty Shop</td>
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<td>P</td>
</tr>
<tr>
<td>Bed &amp; Breakfast (no permanent residence)</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Computer Sales</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Credit Unions</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Dance/Drama/Music Schools</td>
<td></td>
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<tr>
<td>Extended Stay Hotels/Motels (Residence Hotels)</td>
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<tr>
<td>Exterminator Service (no outdoor sales or storage)</td>
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<tr>
<td>Financial Service (advice/invest)</td>
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<tr>
<td>Hotel/Motel</td>
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<tr>
<td>Laundry/Dry Cleaning (Drop Off/Pick Up)</td>
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<tr>
<td>Locksmith</td>
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<td>P</td>
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<tr>
<td>Martial Arts School</td>
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<tr>
<td>Medical Supplies &amp; Equipment</td>
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<td>Mini-Warehouse/Self-Storage Units</td>
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<td>Off-Premise Freestanding Sign</td>
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<td>Photo Studio</td>
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<td>Photocopying/Duplicating/Copy Shop</td>
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<tr>
<td>Shoe Repair</td>
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<tr>
<td>Studio for Radio or Television (w/o tower)</td>
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<tr>
<td>Tailor Shop</td>
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<tr>
<td>Tool Rental (Indoor Storage Only)</td>
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<td><strong>Retail &amp; Service Type Uses</strong></td>
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<td>Antique Shop (no outside storage)</td>
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<td>Antique Shop (w/ outside storage)</td>
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<td>Art Dealer/Gallery</td>
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<td>Auto Supply Store</td>
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<tr>
<td>Bakery (retail)</td>
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<td>Bike Sales &amp;/or Repair</td>
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<td>Book Store</td>
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<td>Cafeteria</td>
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<tr>
<td>Food Service/ Drive-In</td>
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<td>Food Service w/o drive-thru (deli/cafè)</td>
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<tr>
<td>Computer Repair</td>
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<td>Confectionery Store (Retail)</td>
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<td>Consignment Shop</td>
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<tr>
<td>Convenience Store w/o gas sales</td>
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<tr>
<td>Drapery Shop/ Blind Shop</td>
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<td>Farmer’s Market</td>
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<td>Florist (no outside plant sales)</td>
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<td>Food or Grocery Store w/ gas sales</td>
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<td>MU Land Use Matrix</td>
<td>Types of Land Uses</td>
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<tr>
<td>Retail &amp; Service Type Uses</td>
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<td>Furniture Sales (indoor)</td>
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<td>Garden Shop (inside only)</td>
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<td></td>
<td>Gravestone/Tombstone Sales</td>
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<td>Handicraft Shop</td>
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<td></td>
<td>Hardware Store (less than 10,000 sf)</td>
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<td></td>
<td>Home Improvement Center (10,000 sf or more)</td>
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<td>Lawnmower Sales &amp;/or Repair</td>
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<td>Market (public, flea)</td>
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<td>Needlework Shop</td>
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<td>Pet Shop/ Supplies (less than 10,000 sf)</td>
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<td>Pet Store (10,000 sf or more)</td>
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<td>Plant Nursery (retail sales/outdoor storage)</td>
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<td>Recycling Kiosk</td>
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<td>Restaurant/Prepared Food Sales</td>
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<td></td>
<td>Retail Store w/ drive thru service</td>
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<td>Retail Store (Misc.) without Drive Thru Service (under 100,000 sf bldg)</td>
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<td>Studio Tattoo or Body Piercing</td>
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<td>Temporary Outdoor Retail Sale/Commercial Promotion (4 day limit; permit required by bldg official)</td>
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<td>Used Merchandise/ Furniture Store</td>
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<td></td>
<td>Vacuum Cleaner Sales and Repair</td>
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<td>Veterinarian (Indoor Kennels)</td>
<td>C</td>
</tr>
<tr>
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<td>Winery</td>
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<td>Woodworking Shop (Ornamental)</td>
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<td>Transportation and Automotive Uses</td>
<td>Auto Financing and Leasing</td>
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<td>Auto Tire Repair/Sales (indoor)</td>
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<td>Car Wash (Self-Service; automated)</td>
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<td>Full service car wash (detail shop)</td>
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<td>Limousine/ Taxi Service</td>
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<td>Public Garage/ Parking Structure</td>
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<td>Lube/Oil Change/Minor inspection</td>
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<td>Amusement and Recreational Uses</td>
<td>Amusement Devices/Arcade</td>
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<td>Amusement Services or Venues (indoors)</td>
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<td>Amusement Services or Venues (outdoors)</td>
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<td></td>
<td>Bar/ Nightclub/ on-premise consumption of alcohol</td>
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<td></td>
<td>Civic/ Conference Center</td>
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<td>Types of Land Uses</td>
<td>Required (by City Ordinance)</td>
<td>Proposed (by PDD Ordinance)</td>
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<td>Country Club (private)</td>
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<tr>
<td>Driving Range</td>
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<td>Golf course (private)</td>
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<tr>
<td>Golf course (public)</td>
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<tr>
<td>Health Club (physical fitness; indoors only)</td>
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<td>Motion Picture Theater (indoors)</td>
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<td>Museum (indoors only)</td>
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<tr>
<td>Park or playground (private)</td>
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<tr>
<td>Park or playground (public)</td>
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<td>Skating Rink</td>
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<td>Tennis court (lighted)</td>
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<tr>
<td>Theater (live drama)</td>
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<tr>
<td>Vineyard</td>
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<tr>
<td>Video Rental/Sales</td>
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<td>P</td>
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<tr>
<td><strong>Institutional/ Governmental Uses</strong></td>
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<tr>
<td>Adult Day-Care (no overnight stay)</td>
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</tr>
<tr>
<td>Assisted Living Facility/Hospice</td>
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</tr>
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<td>Child Day Care (Business)</td>
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<tr>
<td>Place of Religious Assembly/Church</td>
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<tr>
<td>Clinic (Medical)</td>
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<td>Electrical Substation</td>
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<tr>
<td>Emergency Clinic Care</td>
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<td>P</td>
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<tr>
<td>Fraternal Organization/Civic Club</td>
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<tr>
<td>Governmental Bldg or Use (municipal, state, or federal)</td>
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<td>Heliport</td>
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<td>Household care facility</td>
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<tr>
<td>Hospital (Acute Care/ Chronic Care)</td>
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</tr>
<tr>
<td>Nursing/ Convalescent Home</td>
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<td>C</td>
</tr>
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<td>Philanthropic Organization</td>
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<td>Post Office (private)</td>
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<td>Post office (governmental)</td>
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<tr>
<td>Rectory/ Parsonage w/ Place of worship</td>
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<tr>
<td>Retirement Home/ Home for the aged</td>
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<tr>
<td>School, K through 12 (private)</td>
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</tr>
<tr>
<td>School, K through 12 (public)</td>
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<td>P</td>
</tr>
<tr>
<td>School, Vocational</td>
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</tr>
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1. **Residential Development Standards within MU Base District**

**Single Family Detached Residential**

(a) **Purpose.** The SF, Single Family, is intended for development of primarily detached, single-family residences and customary accessory uses on lots of at least 4,000 square feet in size.

(b) **Authorized Uses.** Permitted and conditional uses, as authorized in Table III-3, MU Land Use Matrix. Accessory uses as authorized in this PDD.

(c) **Additional Development Standards.** See Table III-4, MU Land Use Development Standards.

(d) **Additional Area, Building and Height Requirements:**
   (1) Minimum Lot Area:
      a. Internal: 4,000 square feet
      b. Corner: 4,500 square feet
   (2) Minimum Lot Width:
      a. Internal: 40 feet
      b. Corner: 45 feet

(e) **Additional Requirements.** See Table III-4.

**Single Family Attached Residential & Townhome Residential**

(a) **Purpose.** The TH, Townhouse Residential District, is intended for development of attached single-family residences and associated uses as well as for development on larger parcels of land of two-family, or more, townhouse units.

(b) **Authorized Uses.** Permitted and conditional uses, as authorized in Table III-3, MU Land Use Matrix. Accessory uses as authorized in this PDD.

(c) **Additional Development Standards.** See Table III-4.

(d) **Additional Area, Building and Height Requirements:**
   (1) Minimum Lot Area:
      a. Internal: 2,500 square feet
      b. Corner: 3,500 square feet
   (2) Minimum Lot Width:
      a. Internal: 25 feet
      b. All other uses: 35 feet
   (3) Minimum Lot Frontage:
      a. Internal: 25 feet
      b. All other uses: 35 feet
   (4) Minimum Rear Yard: Zero feet when abutting townhouses on the rear; ten feet when abutting an alley or service drive, or property not zoned for townhouse usage
   (5) Minimum Side Yard, Interior:
      a. Corner, Common Wall. Zero feet
      b. District Boundary. Exterior Wall: five feet

(e) **Additional Requirements.** See Table III-4.
Accessory Building Regulations for Single Family Residential & Townhome Residential

(a) Size of Yards.
   (1) Front yard: Detached accessory buildings shall be prohibited in front of the main building; however, Accessory Dwellings and garages are allowed in front of the main building.
      a. Main residential building shall have a minimum front setback of 15 feet.
      b. Accessory Dwelling and Side entry garages shall have a minimum front setback of 5 feet.
   (2) Side and rear yards:
      a. There shall be an interior side and rear yard setback not less than ten feet from any side or rear lot line provided that such accessory building is separated from the main building by a minimum distance of ten feet. In the case of an accessory building (of any size) being closer than ten feet to the main building, the minimum side and rear yard requirements for the main building shall be observed. A side yard adjacent to a street shall observe the same setback as the main building.
      b. A side/rear setback of five feet may be used for a portable (i.e., removable) accessory building not exceeding 120 square feet in floor area, and not exceeding a total ridge height of eight and one-half feet, and provided that a solid fence or wall six feet in height is built on the side/rear lot line to screen the building from adjacent property or from a side street, as the case may be.
      c. Garages or carports accessed from an interior side yard shall have a minimum setback of 5 feet from the non-vehicular access side of the garage. Carports or garages accessed from a side yard, facing a public street, or from a rear or side alley shall have a minimum distance equal to 15 feet from the vehicular access side of the garage.
(b) Carports shall be measured from the roof nearest to the street or alley (see Figure III-1).
(c) Accessory buildings are not permitted without a main structure.
(d) Accessory buildings shall not exceed the height allowed in the Land Use Matrix.
(e) Metal portable accessory buildings are not permitted.
(f) In all residential districts, the total floor area of all accessory structures shall not exceed 50 percent of the square footage of the livable area of the residence on the premises, or five percent of the lot area, whichever is smaller. This requirement shall not apply to barns and related structures necessary for farming and ranching purposes.
(g) There shall be no more than two accessory buildings on any lot.
(h) Exterior construction standard for non-portable accessory buildings and carports shall match the main residential structure.

2. Non-Residential Development Standards within MU Base District

Neighborhood Commercial/Community Center

The Neighborhood Commercial/Community Center use category is intended to serve the needs of the immediate residential community.
(a) *Purpose.* The NC/CC, Neighborhood Commercial/Community Center, is established to provide low intensity office, retail and service facilities for the local neighborhood area. These uses should be compatible with residential uses in the neighborhood. Unless otherwise approved by the HOA, businesses should generally close by 11:00 p.m. Businesses shall use landscaping and other buffering techniques to minimize their impact on the adjacent uses. Equipment such as dumpsters and storage units shall be located away from residential uses and be screened.

(b) *Authorized Uses.* Permitted and conditional uses, as authorized in Table III-3, MU Land Use Matrix. Accessory uses as per this PDD.

(c) *Additional Development Standards.* See Table III-4, MU Land Use Development Standards.

(d) *Additional Area, Building and Height Requirements:*  
   (1) Minimum Lot Area:  
      a. Internal: 6,000 square feet  
      b. Corner: 7,500 square feet  
   (2) Minimum Lot Frontage:  
      a. Internal: 50 feet  
      b. Corner: 60 feet  
   (3) Minimum Rear Yard: Five feet, with an additional two feet required for each story above 24 feet, up to a maximum setback of 25 feet; there shall be no encroachment or overhangs into this required rear yard.

(e) *Additional Requirements.* See Table III-4.

(f) Accessory Uses for winery: uses related to the production, storage, and sale of wine, including, but not limited to, a winery visitor center, facilities for the retail sale of wines and wine-related items, catering shops, cafes / restaurants, offices, laboratories, bottling facilities, equipment maintenance shops, wine storage facilities, and commercial scales and commercial grape sampling facilities.

(g) *Lighting Standards.* All commercial site plans within the MU tract shall have photometric plans designed in accordance with Environmental Performance Zone E-3.
### TABLE III-4
MU Land Use Development Standards

<table>
<thead>
<tr>
<th>Standard Category</th>
<th>MU District (by City Ordinance)</th>
<th>Proposed (by PDD Ordinance)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SF</td>
<td>TH</td>
</tr>
<tr>
<td>Lot/Parcel Area, Minimum Sq. Ft.</td>
<td>6000</td>
<td>4000</td>
</tr>
<tr>
<td>Lot/Parcel Area, Maximum Acres</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>Units per Acre, Maximum/Gross Acre</td>
<td>5.5</td>
<td>7.5</td>
</tr>
<tr>
<td>Lot Frontage, Minimum Feet</td>
<td>50</td>
<td>30**</td>
</tr>
<tr>
<td>Lot Width, Minimum Feet</td>
<td>50</td>
<td>40</td>
</tr>
<tr>
<td>Front Yard Setback, Minimum Feet</td>
<td>25</td>
<td>15****</td>
</tr>
<tr>
<td>Side Setback, Minimum Feet, Interior</td>
<td>7.5</td>
<td>5****</td>
</tr>
<tr>
<td>Side Setback, Corner, Minimum Feet</td>
<td>15</td>
<td>10</td>
</tr>
<tr>
<td>Rear Yard Setback, Minimum*</td>
<td>5*</td>
<td>15****</td>
</tr>
<tr>
<td>Lot Depth, Minimum Feet</td>
<td>100</td>
<td>90</td>
</tr>
<tr>
<td>Impervious Cover, Max. %</td>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>Building Height, Maximum Feet*</td>
<td>30</td>
<td>4 stories</td>
</tr>
</tbody>
</table>

Setbacks are to pad. Overhangs are allowed into setback access.
* See Chapters 4 and 6 of the SMLDC for additional standards or requirements.
** Lot frontage may be reduced per PDD, III.H.Section 6.7.2.1.
*** Accessory Dwellings and side entry garages are allowed to be within 5 feet of the front property line.
**** Patios, decks, and architectural features (bay windows, fireplaces, etc) are allowed to encroach into setbacks by 5 feet.
If a school site is located in the Paso Robles community, the developer working in conjunction with the San Marcos Consolidated Independent School District and the State of Texas Department of Education will develop appropriate standards to determine a final layout and site plan for a school site. Architectural and landscape themes appropriate to the PDD development will be addressed in this preliminary site plan review with the intent that the schools are to be in character with the design guidelines within the Paso Robles CC&R. Other issues to be addressed include parking requirements, landscaped transition areas, height limitations, circulation and residential setback requirements.

The design of a school, civic sites or any other community structure shall be consistent with the design guidelines within the Paso Robles CC&R’s. In addition, the Community Center parcels are allowed to have Neighborhood Commercial/Community Center uses within a single or multiple buildings. These may include uses related to the production, storage, and sale of wine including, but not limited to, a winery visitor center, facilities for the retail sale of wines and wine-related items, catering shops, cafes / restaurants, offices, laboratories, bottling facilities, equipment maintenance shops, wine storage facilities, and commercial scales and commercial grape sampling facilities.

Relocation or expansion of a Community Center shall be accomplished administratively through direct negotiations between the developer and the City of San Marcos or utility provider, as applicable. If the relocation of the site is deemed necessary, it shall be located within an established residential zone. The previously designated location shall revert to a residential zone with all accompanying uses and restrictions. Location, relocation, or expansion of a School/ Community Center or Civic shall be allowed within this PDD and shall not require a major amendment to Paso Robles’ PDD. However, the removal of a School/Community Center or Civic use shall require approval by the Planning & Zoning Commission and the City Council.

G. IMPERVIOUS COVER REGULATIONS

1. Purpose and Intent

The impervious cover regulations serve as an important element in implementing the land uses for the Paso Robles PDD. The regulations contained herein provide an appropriate degree of flexibility to anticipate future needs and afford compatibility among land uses while still achieving the City’s intended water quality and sensitive feature protections. For the purpose of this PDD, specific impervious cover standards are established for the MU base zoning district and the GC base zoning district.

For the calculation of impervious cover within the MU (Residential) portion of Paso Robles, Table III-5 shall be used to calculate average impervious cover for each
S.F. lot. Overall impervious coverage shall be calculated at time of final plat based upon the average impervious coverage’s for single family lots as per Table III-5 and actual areas for all other impervious surfaces. See Example Impervious Cover Tracking Chart in Table III-7 for illustrative impervious cover tracking calculations.

2. General Commercial Base District Regulations

The entire General Commercial base district shall be considered as a whole for impervious calculation purposes. Thus up to 80% of the entire district is allowed to be impervious.

3. Mixed Use Base District Regulations

a. Outside Edwards Aquifer Recharge Zone

The entire property area located outside the Edwards Aquifer Recharge Zone within the Mixed Use base district shall be considered as a whole for impervious calculation purposes. Thus up to 60% of the entire district is allowed to be impervious. A minimum of 40% pervious area shall be provided within the first plat located with this area. All subsequent plats shall in total (with previous platted areas) provide a minimum of 40% pervious area.

b. Within the Edwards Aquifer Recharge Zone

The entire property area located inside the Edwards Aquifer Recharge Zone within the Mixed Use base district shall be considered as a whole for impervious calculation purposes. Thus, up to 20% of the entire district is allowed to be impervious. Individual plats may exceed 20% impervious cover, as long as the maximum impervious cover is not exceeded as depicted in Table III-6. Each plat submittal shall provide a chart tracking the maximum impervious cover allowable as indicated in Table III-7.

**TABLE III-5**
Impervious Cover Calculations for Single Family Lots

<table>
<thead>
<tr>
<th>Lot Size</th>
<th>Average Impervious Cover (sq. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 3 acres</td>
<td>10,000</td>
</tr>
<tr>
<td>Between 1 and 3 acres</td>
<td>7,000</td>
</tr>
<tr>
<td>Between 15,001 sq. ft. and 1 acre</td>
<td>5,000</td>
</tr>
<tr>
<td>Between 10,001 and 15,000 sq. ft.</td>
<td>3,500</td>
</tr>
<tr>
<td>&lt; 10,000 sq. ft.</td>
<td>2,500</td>
</tr>
</tbody>
</table>
TABLE III-6
Allowable Impervious Cover over Edwards Recharge Zone

<table>
<thead>
<tr>
<th>Total Project Acreage within the Edwards Aquifer Recharge Zone</th>
<th>Acreage at 20% allowable impervious cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>204.98 acres</td>
<td>41.0 acres</td>
</tr>
</tbody>
</table>

TABLE III-7
Example Impervious Cover Tracking Chart

<table>
<thead>
<tr>
<th>Total Area in Recharge Zone: 204.98 Acres</th>
<th>Total Allowable Impervious Cover (20%) 41.0 Acres</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Plats</th>
<th>Total Area</th>
<th>Impervious Cover</th>
<th>% I.C. per Plat</th>
<th>Cumm. I.C. (ac.)</th>
<th>Cumm. I.C. (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plat #1</td>
<td>40.2 Acres</td>
<td>0.8 Acres</td>
<td>2.0%</td>
<td>0.8</td>
<td>0.4%</td>
</tr>
<tr>
<td>Remaining Areas</td>
<td>164.8 Acres</td>
<td>40.2 Acres</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plat #2</td>
<td>12.6 Acres</td>
<td>4.2 Acres</td>
<td>33.3%</td>
<td>5.0</td>
<td>2.4%</td>
</tr>
<tr>
<td>Remaining Areas</td>
<td>152.2 Acres</td>
<td>36.0 Acres</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plat #3</td>
<td>15.8 Acres</td>
<td>4.0 Acres</td>
<td>25.3%</td>
<td>9.0</td>
<td>4.4%</td>
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<tr>
<td>Remaining Areas</td>
<td>136.4 Acres</td>
<td>32.0 Acres</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plat #4</td>
<td>26.3 Acres</td>
<td>6.1 Acres</td>
<td>23.2%</td>
<td>15.1</td>
<td>7.4%</td>
</tr>
<tr>
<td>Remaining Areas</td>
<td>110.1 Acres</td>
<td>25.9 Acres</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. OTHER IMPROVEMENT STANDARDS

The following sections of the SMLDC are modified to provide an appropriate degree of flexibility to anticipate future needs and afford compatibility among land uses within the Paso Robles PDD. These modifications are specific to the terrain and design objectives to create a master planned community versus a series of subdivisions.

Section 4.4.1.2 Special Height Regulations
(a) Calculation of Height.
(1) For the purposes of calculating the overall height of a structure, height shall be calculated from the highest point of the building to the highest point of finished grade at the building, or the elevation of an adjoining road, along a line that is, as close as possible, perpendicular to existing contours, whichever is higher.
(2) The height shall be measured from the highest parapet or roof ridge to natural grade or finish grade at the highest point adjacent to the building exterior, whichever yields the greatest height.
Section 5.5.2.1 General Tree Preservation Requirements for New Nonresidential and Residential Development

(b) Preservation of Existing Landscape. The existing natural landscape character, especially native oaks, elms, madrone, and pecan trees, shall be preserved to the maximum extent reasonable and feasible. For example, in an area of the street yard containing a stand of trees, the developer, and the builder shall use best good faith efforts to preserve such trees. Celtis Occidentalis (Hackberry), Juniperus Virginiana, Juniperus Ashei (Common Cedar), Chinaberry, Mesquite and Ligustrum of any caliper are excluded from this provision.

Section 5.5.2.2

(g) (3) Trees over nine inches in caliper, but less than 24 inches in caliper that are not located within a building footprint or within 10 feet of a building footprint, within the area over the septic system, within areas necessary for reasonable site access, or within areas designated for the construction or installation of public facilities such as streets or utilities, that the property owner requests and receives approval to remove may be removed, but shall be replaced within the overall Paso Robles project at a ratio of two-and-one-half trees per tree removed and shall be credited toward the number of trees required for site development. Replacement trees shall have a minimum caliper of two inches.

- A tree survey shall be provided at the time of preliminary plat submittal for the entire area being platted.

Section 6.1.1.4

(b) (1) Landscape requirements shall meet or exceed the requirements of the City of San Marcos Land Development Code, except that St. Augustine turf grass shall not be allowed within Paso Robles.

(b) (2) Street trees shall be planted at the average rate of one tree for every 50 feet, or major fraction thereof, of street frontage. Where poor soil conditions or other factors require additional flexibility in planting, the Planning Director may approve alternative spacing of trees, but not reduction in the number of required trees. Trees planted within a street median adjacent to the street frontage may be counted for up to one-half of the required trees. Existing street trees that meet these standards may be credited as street trees. Street trees shall be within 10 feet of the sidewalk, where provided, per the roadway sections provided in this PDD (Exhibits III-6 thru III-10) or within the roadway medians. Where no sidewalks are provided street trees may be between the curb and front building setback. Appropriate street trees from the Preferred Plant List shall be used for plantings between the sidewalk and the street. In no case shall less than two trees per residential lot be planted or preserved.

- Required trees along residential streets shall be planted prior to issuance of the certificate of occupancy for such lot.

Section 6.3 SIGNS

NO CEVM signs in residential neighborhoods, or within land use categorized as residential, per the Concept Plan. The PDD development shall otherwise comply with City Sign Ordinance, including CEVMs, except as modified here.
Section 6.3.3.3 On-Premises Freestanding Signs
(a) Standards. Permanent on-premises freestanding signs are subject to the following standards:

(1) a. Directional signs up to 24 square feet in area, provided the number of these signs does not exceed the number of driveways;

(8) A neighborhood/community center identification sign up to 96 square feet in area and six feet in height may be displayed on private property or in the public right-of-way at a street entrance to the subdivision, in addition to other freestanding signs permitted by this Section. Architectural features such as archways, towers or columns may be up to 12 feet in height and are not counted toward the square footage of the sign. Flagpoles are permitted at the model home center and community center areas and shall not exceed 50 feet in height.

(9) Primary and Secondary Community Entry Monumentation
a. Primary and Secondary Community Entry Monumentation shall be of a significant enough nature to announce the presence and scale of the Paso Robles Community. The monumentation features shall be of an appropriate scale to the development and its current or planned surroundings.

b. Primary and Secondary Community Entry Monumentation within rights of way may consist of the following features:
   i. Sign Wall(s) with a maximum height of 8 feet and a maximum square footage of 500 sf.
   ii. Accent wall(s) with maximum heights of 8 feet.
   iii. Retaining wall(s) as required to mitigate the environmental impact of the monumentation and square footage of retaining wall face shall not count toward the square footage of the sign or sign wall.
   iv. A water feature with an appropriate and efficient water source.
   v. Signage consisting of freestanding letters, mounted plaques, engraved stone, masonry, concrete or other material suitable for the design with a square footage not to exceed 96 square feet to be mounted or otherwise affixed to the Sign Wall(s).
   vi. Hardscape and decorative paving.
   vii. Landscaping.
   viii. Landscape and Accent Lighting.

Placement of signage and monumentation will comply with City of San Marcos safety and visibility requirements and a written agreement pertaining to primary and secondary entry monumentation within rights of way shall be entered into with the City.

c. Primary and Secondary Community Entry Monumentation outside rights of way may consist of the following features:
   i. Sign Wall(s) with a maximum height of 8 feet and maximum square footage of 500 sf.
   ii. Accent wall(s) with maximum heights of 8 feet.
   iii. Retaining wall(s) as required to mitigate the environmental impact of the monumentation and square footage of retaining wall face shall not count toward the square footage of the sign or sign wall.
   iv. A water feature with an appropriate and efficient water source.
   v. Signage consisting of freestanding letters, mounted plaques, engraved stone, masonry, concrete or other material suitable for the design with a square footage not to exceed 96 square feet to be mounted or otherwise affixed to the Sign Wall(s).
   vi. Hardscape and decorative paving.
   vii. Landscaping.
   viii. Landscape and Accent Lighting.
iv. A water feature with an appropriate and efficient water source.

v. Signage consisting of freestanding letters, mounted plaques, engraved stone, masonry or concrete or other material suitable for the design with a design square footage not to exceed 96 square feet.

vi. Architectural features with a maximum height of 50 feet.

vii. Hardscape and decorative paving.

viii. Landscaping.

ix. Landscape and Accent Lighting.

Placement of signage and monumentation will comply with City of San Marcos safety and visibility requirements.

A license agreement shall be entered into with the City concerning landscape improvements located within the ROW.

Sec. 6.5.1.2 Applicability
(b) (1) Areas used for single-family residences within the PDD are exempt from standards applied to exterior lighting.

Section 6.5.2.2
(a) Requirement. After hours lighting shall begin no later than one-half hour after closing to the public or closing of normal operations. After hours lighting for the Community Center areas are exempt from this requirement.

Section 6.7.1.1
(c) Block Lengths. Where no existing subdivision, golf course or topographical constraints control, the block lengths shall not exceed lengths as shown on the Conceptual Land Use Plan (Exhibit II-2) along major or minor arterials and 1,400 feet along other streets. Where no existing subdivision, golf course or topographical constraints control, the blocks shall not be less than 400 feet in length; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied, the length may be increased or decreased (through issuance of a variance with plat approval) to meet the existing conditions having due regard for connecting streets, circulation of traffic and public safety.

Section 6.7.2.1
(b) Street Frontage Required. All lots must have a portion of their lot abutting a public/private street or alley. Except as provided in Section 6.7.2.1(c), single-family residential lots shall have a minimum of 25 feet of frontage, and nonresidential lots shall have a minimum of 50 feet of frontage, along an improved street.

(1) Any gated street shall have automated gates and must have a Knox key switch and a separate emergency services keypad” or “comply with COSM gate standards” in lieu of “have “knox locks” or a knox lock box with an override button inside and must default to the open position for mechanical malfunctions.

(2) Any privately platted street must have a plat note stating: All property owners fronting onto a private street will be assessed additional HOA fees for street maintenance and repairs.

(3) Private streets shall be an HOA owned lot and maintained by the HOA.
(4) Shared driveways shall be maintained by property owners.

(c) Irregularly-Shaped Lots. Irregularly-shaped lots shall have sufficient width at the building line to meet lot width and frontage requirements of the appropriate zoning district, and shall provide a reasonable building pad without encroachment into front, side or rear yard setbacks or into any type of easement. Also, the rear width shall be sufficient to provide access for all necessary utilities, including access for driveways and solid waste collection when alleys are present (minimum 20-foot alley frontage). In general, triangular, severely elongated (in excess of a three to one length to width ratio) or tapered lots shall not be permitted as single family, and the City reserves the right to disapprove any lot which, in its sole opinion, will not be suitable or desirable for the purpose intended or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties. Flag lots shall be allowed with a minimum of 15 foot widths for individual lots, 10 foot for lots with shared driveways. Up to five (5) lots may share a driveway. A 20 foot access easement with a 16 foot pavement width shall be provided for individual lot access.

(d) Side Lot Line Configuration. Side lot lines shall be at 90 degree angles or radial to street right-of-way lines to the greatest extent possible. However, to allow lots at Paso Robles to take advantage of both near and distant views, lot lines may be at a varying angle to allow orientation toward views.

Section 7.6.1.2
(b) Criteria for Land Dedication. All residential subdivisions, regardless of type, shall be required to dedicate suitable land for park or open space development in the amount of five acres per 1,000 ultimate residents of the subdivision. For purposes of calculating the ultimate number of residents of the subdivision, the following number of persons per unit shall be used:
(1) 2.7 residents per single-family dwelling;
(2) 2.5 residents per townhouse, duplex or condominium unit; and
(3) 2.1 residents per multi-family residential unit.

I. STREET STANDARDS and SIDEWALK REQUIREMENTS

The following sections of the SMLDC are modified to provide an appropriate degree of flexibility to anticipate future needs and afford compatibility among land uses within the Paso Robles PDD. These modifications are specific to the terrain and design objectives to create a master planned community versus a series of subdivisions. Pavement sections for streets shall meet or exceed CSM standards.

Section 7.4.1.2 Adequacy of Street and Thoroughfares
(d) Approach Roads and Access. All neighborhoods with 75 or more lots must have at least two points of vehicular access (primarily for emergency vehicles), and must be connected with an improved median street system by one or more approach roads of the dimensions and standards hereinafter set forth. Requirements for dedication of right-of-way and improvement of approach roads may be increased only if the need is demonstrated by traffic impact analysis.
(3) “Two points of vehicular access” may be constructed on a case-by-case basis where topographic and/or existing subdivision constraints do not allow two
separate access points as a single divided entrance median extends into the neighborhood for an unbroken length of at least 100 feet to an intersecting internal street which provides at least two routes to the interior of the subdivision. For example, the entrance street cannot be a dead-end or cul-de-sac, and it cannot create a “bottleneck” allowing only one emergency route into the interior of the subdivision. Residential lots may front onto any median-divided street section, and residential driveways may be located in front of a median. Single street access serving areas over 75 lots, but not exceeding 150 lots, shall be accessed by a divided street with a center median. This divided street section shall continue until the first internal intersection. (See Exhibit III-3).

Section 7.4.2.1
(b) Alleys in Residential Districts. In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Two-way alleys in residential districts shall provide a minimum of 20 feet of right-of-way/easement and 17 feet of pavement. One-way alleys shall provide a minimum of 15 feet of right-of-way/easement and 12 feet of pavement.

Section 7.4.2.2
(c) Dead-end or "hammerhead" alleys shall be allowed, but limited to appropriate locations and shall be submitted to the City for review. Cul-de-sac alleys shall have a minimum turning radius of 28 feet.

(f) Pads for garbage cans shall be placed outside of pavement drive width and are a minimum of 4 feet by 6 feet.

Section 7.4.1.4
(a) Arrangement of Streets Not Shown on the Thoroughfare Plan. For streets that are not shown on the City's Thoroughfare Plan, such as local residential streets, the arrangement of such streets within a subdivision shall:
   (1) The Conceptual Land Use Plan (Exhibit II-2) indicates all required thoroughfare roadways as well as all required street connections to adjacent properties.

(i) Half Streets. Construction of half streets shall be allowed for minor and major arterial roadways.

(j) Maximum Length of a Block or Street Segment. Where no existing subdivision, golf course or topographical constraints control, the block lengths shall not exceed lengths as shown on the Conceptual Land Use Plan (Exhibit II-2) along major and minor arterials and 1,400 feet along other streets. Where no existing subdivision, golf course or topographical constraints control, the blocks shall not be less than 400 feet in length; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied, the length may be increased or decreased (through issuance of a variance with plat approval) to meet the existing conditions having due regard for connecting streets, circulation of traffic and public safety.

(k) Maximum Length of a Cul-De-Sac Street. A cul-de-sac street may be up to 1,400 feet long. The closed end shall have a turnaround bulb with an outside pavement diameter of at least 80 feet and a right-of-way diameter of at least 100 feet. The length
of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac bulb. In nonresidential areas, the turnaround shall have a minimum right-of-way diameter of 100 feet and a paving surface with a minimum width of 90 feet. Islands shall be allowed within cul-de-sacs with a minimum diameter of 20 feet for the island.

(o) **Construction of Streets.** Except as modified herein, all streets shall be constructed in accordance with paving widths and specifications as set forth in the TCSS of the City of San Marcos at the time at which the preliminary plat application is officially submitted and deemed a complete application, except as modified within this PDD.

(p) **Street Grades and Horizontal Curves.** Street grades will conform to standards set forth in the TCSS Manual, except where topographical constraints exist these may be exceeded on a case-by-case basis, as approved by the Director of Development Services.

(u) **Streetlights.** Streetlights shall be installed by the developer at all intersections and shall have no greater distance than 1000 feet between them within the PDD area for minor and major Arterial streets only. Local residential streets shall not be required to have street lighting.

<table>
<thead>
<tr>
<th>TABLE III-8</th>
<th>Street Grades / Design Speeds</th>
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<tbody>
<tr>
<td></td>
<td>Major Arterial</td>
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<tr>
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<td>(mph)</td>
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<td>Design Radius</td>
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<td>(ft) (min)</td>
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The design data listed above are based on the ITE proposed recommended practice on context sensitive solutions in designing major urban thoroughfares for walkable communities.

All horizontal curves will conform to standards set forth in the TxDOT Roadway Design Manual, Revised October 2006, Table 2-5.
Section 7.4.2.3
(d)(2) *Widths and location.* Shall be per roadway sections in Exhibits III-6 thru III-10.

- Residential and Non-Residential lots shall build any required sidewalks concurrent with development of individual lots.
- Open Space and common area walkways shall be built along with roadway.
- Sidewalks shall be per roadway sections in Exhibits III-6 thru III-10.
- Local streets shall be restricted to parking on one side of the street.
Villas
w/ Private Drive

Town Homes
w/ ROW & Alley

Town Homes
w/ Private Drive
ONE WAY OPTION

TWO WAY OPTION

NOTE:
GARbage pads to be placed outside of pavement drive width.
All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

Optional street tree location (Typ. both sides of street)

MOUNTABLE CURB DETAIL - NOT TO SCALE.

LOCAL RESIDENTIAL STREET

LOCAL RESIDENTIAL STREET
RIBBON CURB OPTION W/ SIDEWALK & SWALE

(Limited to Lots 80' in width or greater)
All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

PRIMARY RESIDENTIAL STREET

BOULEVARD PRIMARY RESIDENTIAL STREET
All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

San Marcos, Texas

MINOR ARTERIAL SECTION

PASO ROBLES

STANDARD SECTION

STANDARD SECTION OPTION W/ SWALE
All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

**STANDARD SECTION**

**STANDARD SECTION OPTION W/ SWALE**
Directional Signs

Sign Width x Sign Height = up to 24 sq. ft. in area

Subdivision Identification Signs
IV. IMPLEMENTATION

A. PURPOSE

Development of Paso Robles will be implemented in conformance with the regulations and guidance contained within the Development Agreement, Land Development Code and other future agreements, and the PDD. This section outlines the procedures for administration of the provisions contained herein and the phasing plan for the development of the proposed development. Other information covered in this section pertains to general administration, subdivision of parcels and the linkage between these elements. In addition to the PDD Conceptual Land Use Plan and Development Standards, the Paso Robles Planned Development District shall be implemented through the subdivision review process. Preliminary plats may be submitted where properties are to be separately financed, sold, leased or otherwise conveyed. The subdivision process will allow for the creation of lots as preliminary parcels/plats thereby providing for implementation of the project phasing.

B. PHASING PROGRAM

The primary intention of a phasing program is to relate infrastructure requirements to site development. While a specific development phasing sequence is proposed, Carma reserves the right to vary the phasing sequence and size in order to meet builder or market requirements, provided that adequate infrastructure is provided to serve each phase.

The Paso Robles PDD allows for flexibility in project phasing because the actual sequence of development may be affected by numerous factors not now predictable, including Conceptual Land Use Plan modifications due to final engineering processes, builder preferences/requirements or changes in the economic market.

Additionally, the Paso Robles PDD will allow for the submittal and approval of a single CSM Watershed Protection Plan (WPP) Phase 1 that will cover the entire site as shown on the Conceptual Land Use Plan and govern per the requirements of the SMLDC Chapter 5 and Technical Manuals. All WPP Phase 2 plans will be separately submitted for approval along with the Public Facility Construction Plans for each new phase of the project.

C. GENERAL ADMINISTRATION AND AMENDMENTS

The PDD shall be administered and enforced by the City of San Marcos Development Services-Planning, in accordance with the provisions of the SMLDC.
In addition to the administrative amendments or changes allowed by the SMLCD, the following changes to explicit provisions in the Paso Robles PDD may be made administratively by City staff, subject to appeal to the Planning and Zoning Commission and, subsequently, the City Council:

- The addition of new information to the Paso Robles PDD maps or text that does not change the effect of any regulations or guidelines.

- The Community Center land use area may be relocated and/or divided into multiple parcels. Such change shall not be considered a major amendment to the PDD. If/when the developer decides this is needed, a revised land use plan will be submitted to the City.

- The locating of one or more Neighborhood Commercial sites totaling no more than 10 acres within the MU District.

- Market studies will also investigate the desirability of future residents for on-site vineyards and a winery as a community amenity. If provided, the intended use of wineries and vineyards are for Paso Robles residents. Vineyards would be located within platted common open space areas. The winery is intended to be within or adjacent to the community center areas.

- This PDD allows for the Golf Course final layout and location to be determined during the site development permit stage without requiring Planning & Zoning or City Council approvals. Variations from the Concept Plan are permitted as long as any reduction to the total open space acreage shall require approval from the Planning Commission or City Council.

- Changes to the community infrastructure, i.e., drainage, water, or sewer systems, which do not have the effect of increasing or decreasing development capacity in the Paso Robles PDD area nor substantially change the Conceptual Land Use Plan.

- The determination that a use be allowed which is not specifically listed as permitted but which may be determined to be similar in nature to those uses explicitly listed as permitted.

The PDD shall be implemented through the submittal, review and approval of plats, Site Preparation Permits, and Building Permits. These permit applications shall be considered for approval subject to conformance with the SMLDC, the Conceptual Land Use Plan, and the PDD Development Standards. Administrative site plan review will only apply to non-residential portions of the PDD.

All proposed non-residential projects within the Paso Robles PDD area shall be required to have an administratively approved site plan and recorded plat prior to issuance of building permits or concurrent with subdivision, conditional use permits or any other permit for the property. The site plan review procedure is necessary for the following reasons:

- To ensure consistency with the Paso Robles PDD, the City Comprehensive Plan and all the implementing ordinances.
• To promote the highest contemporary standards of the site plan.

• To adapt to specific or special development conditions that occurs from time to time while continuing to implement the Paso Robles PDD and conform development to the City Comprehensive Plan and implementing ordinances.

• To facilitate complete documentation of land use entitlements authorized and the conditions pertinent thereto.

• To adapt to changes that may occur with respect to the circumstances under which the project is undertaken.

_Exemptions:_

Following is a list of activities that are exempt from the site preparation permit review process. This list is not all-inclusive. City Development Services may exempt other special activities not covered by the example listing.

• All single-family residential development

• All building interior changes, alterations, construction

• Repainting

• Re-glazing, new mullions

• Re-landscaping around existing structures

• Re-roofing with similar-style roofing materials

• Minor exterior repairs

• Demolition

• Exterior mechanical (heating, air conditioning, water heater, etc.), provided they are properly screened

_Procedures:_

A drainage report will be submitted with each Watershed Protection Plan, Phase II, for approval.

Non-residential site plans which contain plans, drawings, illustrations, designs, reports and other detailed information, as required herein, shall be submitted to the City for review and comment. Preliminary plans may be submitted for review and comment by the Planning Department prior to final preparation of a site plan. Comment from other City departments and service agencies shall be sought by the staff prior to preparing a recommendation on the finalized Paso Robles PDD non-residential site plan.
Applicants should ensure that they have obtained a copy of the design guidelines contained within the CC&R. This will assist the developer in achieving a quality project consistent with the Paso Robles PDD.

Upon determination by the Planning Director that a PDD non-residential site plan complies with the provisions of the Paso Robles PDD, City staff shall issue the building permits in accordance with the approved non-residential site plan.

Major, non-exempt, amendments to the Conceptual Land Use Plan and the PDD Standards may be accomplished as necessary in the same manner it was adopted - by ordinance. Said amendment(s) shall not require a concurrent City Comprehensive Plan amendment unless it is determined by City staff that the proposed item would substantially affect the Comprehensive Plan goals, objectives, policies or programs.

Brush Removal: Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to initiating any land disturbance the owner shall notify the Development Services Permit Center and insure all necessary erosion and sedimentation control measures are in place. Prior to plat approval, Owners may neither remove any tree (other than cedar trees) with a trunk having a diameter greater than four (4) inches measured four (4) feet above the base (ground elevation) of the tree, nor materially alter the existing drainage patterns prior to receiving City approval of Preliminary Plat. Owners shall ensure that as much area as possible is left undisturbed for as long as reasonably possible. Provided, however, Owners may relocate / transplant trees on the Property at any time.
Appendix I
Overall Project Boundary
1,338.584 ACRES
HAYS COUNTY, TEXAS

A DESCRIPTION OF 1,338.584 ACRES:

DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 356 OF THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT
5.036 ACRES, BEING A PORTION OF THE SAID 70.00 ACRE TRACT AND A
PORTION OF THE SAID 425.38 ACRE TRACT;

PART 2: 60.294 ACRES OUT OF THE EDWARD BURLESON SURVEY NO. 18,
ABSTRACT NO. 63, IN HAYS COUNTY, TEXAS, BEING ALL OF A 4.894 ACRE
TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES
LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 377 OF
THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A
55.400 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA
PASO ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122,
PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID
PARTS 1 AND 2 TOTALING 1,338.584 ACRES AND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1, GROSS ACREEAGE: 1,292.449 ACRES

BEGINNING at a 3/4" iron pipe found at an angle point in the southeast line of the said
160.033 acre tract, same being the south corner of a 5.35 acre tract described in a deed
of record in Volume 227, Page 578 of the Deed Records of Hays County, Texas, also
being in the northwest right-of-way line of F.M. 2439 (Hunter Road, right-of-way width
varies);

THENCE with the southeast line of the 160.033 acre tract, same being the northwest
right-of-way line of F.M. 2439, the following three (3) courses and distances:

1. South 59°53'31" West, a distance of 422.48 feet to a 1/2" rebar with plastic
   "Chaparral Boundary" cap found;

2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of
   13°29'07'" , an arc length of 458.97 feet, and a chord which bears South 53°08'58"
   West, a distance of 457.91 feet to a 1/2" rebar with plastic "Chaparral Boundary"
   cap found;

3. South 46°24'24" West, a distance of 183.31 feet to a 1/2" rebar with plastic
   "Chaparral Boundary" cap found at the east corner of a 5.224 acre tract
described in a deed of record in Volume 251, Page 959 of the Deed Records of
Hays County, Texas;

THENCE continuing with the southeast line of the 160.033 acre tract, same being the
north line of the said 5.224 acre tract, the following two (2) courses and distances:

1. North 53°35'40" West, a distance of 283.89 feet to a 1/2" iron pipe found;
2. South 51°36'26" West, a distance of 703.19 feet to a 1/2" iron pipe found at the south corner of the 160.033 acre tract, same being the west corner of the 5.224 acre tract, also being in the northeast line of a 51.23 acre tract described in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

*THENENCE* North 45°27'10" West, with the southwest line of the 160.033 acre tract, same being the northeast line of the said 51.23 acre tract, a distance of 1138.32 feet to a 1/2" rebar found at the west corner of the 160.033 acre tract, same being the south corner of the said 464.870 acre tract;

*THENENCE* North 45°30'14" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 51.23 acre tract, the northeast line of a 82.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas, and the northeast line of a 15 acre tract described in a deed of record in Volume 190, Page 161 of the Deed Records of Hays County, Texas, a distance of 3565.19 feet to a found corner fence post of an 8' tall game fence at the north corner of the said 82.17 acre tract, same being an interior corner of the 464.870 acre tract;

*THENENCE* South 43°31'39" West, with the southeast line of the 464.870 acre tract, same being a northwest line of the 82.17 acre tract, a distance of 1186.42 feet to a found corner fence post of an 8' tall game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of an 80.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas;

*THENENCE* North 46°27'44" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 80.17 acre tract and the northeast line of a 34.56 acre tract described in a deed of record in Volume 1925, Page 672 of the Official Public Records of Hays County, Texas, a distance of 2474.33 feet to a 1/2" rebar with plastic "PBS&J" cap found at the north corner of the 34.56 acre tract, same being the southeast line of Lot 2, Sleepy Hollow Subdivision, also being the west corner of the 464.870 acre tract;

*THENENCE* with the northwest line of the 464.870 acre tract, same being the southeast line of Lots 2 through 28, inclusive, of Sleepy Hollow Subdivision, the following twenty-seven (27) courses and distances:

1. North 42°16'33" East, a distance of 28.53 feet to a 1/2" rebar found at the common corner of said Lots 2 and 3;

2. North 44°24'02" East, a distance of 145.42 feet to a 1/2" rebar found at the common corner of said Lots 3 and 4;

3. North 44°11'17" East, a distance of 145.74 feet to a 1/2" rebar found at the common corner of said Lots 4 and 5;
4. North 44°03'14" East, a distance of 145.72 feet to a 1/2" rebar found at the common corner of said Lots 5 and 6;

5. North 44°25'01" East, a distance of 146.17 feet to a 1/2" rebar with plastic "PBS&J" cap found at the common corner of said Lots 6 and 7;

6. North 43°58'24" East, a distance of 145.32 feet to a 1/2" rebar found at the common corner of said Lots 7 and 8;

7. North 44°06'17" East, a distance of 145.46 feet to a 1/2" rebar found at the common corner of said Lots 8 and 9;

8. North 43°56'55" East, a distance of 145.44 feet to a 1/2" rebar found at the common corner of said Lots 9 and 10;

9. North 44°05'56" East, a distance of 145.91 feet to a 1/2" rebar found at the common corner of said Lots 10 and 11;

10. North 44°29'25" East, a distance of 145.12 feet to a 1/2" rebar found at the common corner of said Lots 11 and 12;

11. North 43°40'19" East, a distance of 145.38 feet to a 1/2" rebar found at the common corner of said Lots 12 and 13;

12. North 44°20'28" East, a distance of 145.03 feet to a 1/2" rebar found at the common corner of said Lots 13 and 14;

13. North 44°13'03" East, a distance of 145.49 feet to a 1/2" rebar found at the common corner of said Lots 14 and 15;

14. North 43°53'38" East, a distance of 145.05 feet to a 1/2" rebar found at the common corner of said Lots 15 and 16;

15. North 44°14'07" East, a distance of 145.21 feet to a 1/2" rebar found at the common corner of said Lots 16 and 17;

16. North 44°24'20" East, a distance of 145.52 feet to a 1/2" rebar found at the common corner of said Lots 17 and 18;

17. North 44°06'52" East, a distance of 145.20 feet to a 1/2" rebar found at the common corner of said Lots 18 and 19;

18. North 43°58'52" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 19 and 20;
19. North 44°39'50" East, a distance of 144.71 feet to a 1/2" rebar found at the common corner of said Lots 20 and 21;

20. North 44°38'33" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 21 and 22;

21. North 44°16'09" East, a distance of 144.98 feet to a 1/2" rebar found at the common corner of said Lots 22 and 23;

22. North 43°41'15" East, a distance of 144.88 feet to a 1/2" rebar found at the common corner of said Lots 23 and 24;

23. North 44°15'04" East, a distance of 144.87 feet to a 1/2" rebar found at the common corner of said Lots 24 and 25;

24. North 44°00'02" East, a distance of 144.96 feet to a 1/2" rebar found at the common corner of said Lots 25 and 26;

25. North 44°23'04" East, a distance of 194.95 feet to a 1/2" rebar found at the common corner of said Lots 26 and 27;

26. North 44°04'48" East, a distance of 203.95 feet to a 1/2" rebar found at the common corner of said Lots 27 and 28;

27. North 44°36'40" East, a distance of 108.93 feet to a 1/2" rebar found at a north corner of the said 464.870 acre tract, same being the east corner of Lot 28, also being in the southwest line of a 111.9 acre tract (first 111.9 acre tract) described in a deed of record in Volume 145, Page 624 of the Deed Records of Hays County, Texas;

THENCE South 46°01'33" East, with the northeast line of the 464.870 acre tract, same being the southwest line of the said 111.9 acre tract and the southwest line a 111.9 acre tract (second 111.9 acre tract) described in a deed of record in Volume 149, Page 491 of the Deed Records of Hays County, Texas, a distance of 1609.75 feet to a 1/2" rebar found at an interior corner of the 464.870 acre tract, same being the south corner of the said second 111.9 acre tract;

THENCE North 17°08'49" East, with the northwest line of the 464.870 acre tract, same being the southeast line of the second 111.9 acre tract, a distance of 967.38 feet to a calculated point for a north corner of the 464.870 acre tract, same being the west corner of the said 70.00 acre tract;

THENCE North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 70.00 acre tract, a distance of 842.90 feet to a calculated point for the north corner of the 70.00 acre tract, same being the west corner of the said 425.38 acre tract;
THENCE North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 425.38 acre tract, a distance of 1054.36 feet to a 1/2" rebar with plastic “Chaparral Boundary” cap found at the north corner of the 425.38 acre tract, same being the west corner of the said 272.027 acre tract;

THENCE continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 272.027 acre tract, the following four (4) courses and distances:

1. North 17°08'49" East, a distance of 402.23 feet to a fence post found;
2. North 45°41'06" West, a distance of 495.49 feet to a fence post found;
3. North 17°13'03" East, a distance of 1206.69 feet to a fence post found;
4. North 45°41'38" West, a distance of 439.64 feet to a 1/2" rebar with plastic “BYRN” cap found at the northwest corner of the 272.027 acre tract, same being the southwest corner of an 11.36 acre tract described in a deed of record in Volume 1856, Page 746 of the Official Public Records of Hays County, Texas;

THENCE North 51°25'56" East, with the north line of the 272.027 acre tract, same being the south line of the said 11.36 acre tract and the south line of a 7.78 acre tract described in a deed of record in Volume 1227, Page 592 of the Official Public Records of Hays County, Texas, a distance of 655.14 feet to a 1/2" rebar with plastic “BYRN” cap found at the southeast corner of the said 7.78 acre tract, same being the southwest corner of a 10.82 acre tract described in a deed of record in Volume 2201, Page 515 of the Official Public Records of Hays County, Texas;

THENCE South 88°07'26" East, continuing with the north line of the 272.027 acre tract, same being the south line of the said 10.82 acre tract and the south line of a 7.40 acre tract described in a deed of record in Volume 1253, Page 378 of the Official Public Records of Hays County, Texas, a distance of 804.50 feet to a 1/2" rebar with plastic “BYRN” cap found at the south corner of the 7.40 acre tract, same being in the northwest line of Lot 10, Block 3, McCarty Ranch, Phase One, a subdivision of record in Volume 7, Page 233 of the plat records of Hays County, Texas, also being at the northeast corner of the 272.027 acre tract;

THENCE with the northeast line of the 272.027 acre tract, same being the northwest and southwest lines of McCarty Ranch, Phase One, the following three (3) courses and distances:

1. South 39°48'33" West, a distance of 518.49 feet to a 1/2" rebar with plastic “BYRN” cap found;
2. South 45°52'43" East, a distance of 3715.29 feet to a 1/2" rebar with plastic “Chaparral Boundary” cap found;
3. South 42°58'06" East, a distance of 676.96 feet to a fence post found at the south corner of McCarty Ranch, Phase One, same being the west corner of a 40.00 acre tract described in a deed of record in Volume 1960, Page 545 of the Official Public Records of Hays County, Texas;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the said 40.00 acre tract, the following two (2) courses and distances:

1. South 46°10'19" East, a distance of 485.00 feet to a 9" cedar tree found;

2. South 45°58'29" East, a distance of 680.33 feet to a 17" cedar tree found;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 40.00 acre tract and the southwest line of a 117.47 acre tract described in a deed of record in Volume 1685, Page 549 of the Official Public Records of Hays County, Texas, the following two (2) courses and distances:

1. South 47°09'51" East, a distance of 586.34 feet to a 15" cedar tree found at an angle point in the common line of the 272.027 acre tract and the 117.47 acre tract;

2. South 45°15'40" East, a distance of 130.55 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an interior corner of the 272.027 acre tract, same being in the southwest line of the said 117.47 acre tract;

THENCE North 45°13'32" East, continuing with the northeast line of the 272.027 acre tract and crossing the 117.47 acre tract, a distance of 1273.67 feet to a 1/2" rebar found at an angle point in the north line of the 272.027 acre tract, same being in the southwest right-of-way line of McCarty Lane (right-of-way width varies), as shown on a plat of record in Volume 12, Page 397 of the Plat Records of Hays County, Texas;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest right-of-way line of McCarty Lane, the following two (2) courses and distances:

1. South 46°57'23" East, a distance of 0.37 feet to a calculated point for a point of curvature;

2. With a curve to the left, having a radius of 2550.00 feet, a delta angle of 1°54'05", an arc length of 84.62 feet, and a chord which bears South 47°57'46" East, a distance of 84.61 feet to a 1/2" rebar found at an angle point in the north line of the 272.027 acre tract;

THENCE South 45°13'08" West, continuing with the northeast line of the 272.027 acre tract and crossing the 117.47 acre tract, a distance of 1277.67 feet to a 1/2" rebar with
plastic "Chaparral Boundary" cap found at an angle point in the northeast line of the 272.027 acre tract, same being in the southwest line of the 117.47 acre tract;

**THENCE** continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 117.47 acre tract, the following two (2) courses and distances:

1. South 45°15'40" East, a distance of 240.99 feet to a fence post found;

2. South 43°46'45" East, a distance of 418.48 feet to a fence post found at an east corner of the 272.027 acre tract, same being the north corner of a tract of land described in deed to Herold Abel, et ux., of record in Volume 542, Page 593 of the Deed Records of Hays County, Texas;

**THENCE** South 44°30'03" West, with the southeast line of the 272.027 acre tract, same being the northwest line of the said Abel tract, a distance of 1590.38 feet to a twin 6" and 5" cedar tree found at the south corner of the 272.027 acre tract, same being the west corner of the Abel tract, also being in the northeast line of a 425.38 acre tract described in a deed of record in Volume 194, Page 320 of the Deed Records of Hays County, Texas, conveyed in a deed of record in Volume 2211, Page 789 of the Official Public Records of Hays County, Texas;

**THENCE** South 45°37'47" East, with the southwest line of the said Abel tract, same being the northeast line of the 425.38 acre tract, a distance of 1265.80 feet to a 1/2" rebar with cap set in the northwest right-of-way line of F.M. 2439;

**THENCE** crossing the 425.38 acre tract, with the northwest right-of-way line of F.M. 2439, the following five (5) courses and distances:

1. South 47°51'14" West, a distance of 149.23 feet to a TxDOT Type II disk found;

2. South 42°43'35" West, a distance of 401.81 feet to a TxDOT Type II disk found;

3. South 48°06'50" East, a distance of 3.50 feet to a 1/2" rebar with cap set;

4. South 41°52'45" West, a distance of 389.25 feet to a 1/2" rebar with cap set for a point of curvature;

5. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 7°29'35", an arc length of 383.15 feet, and a chord which bears South 38°09'58" West, a distance of 382.88 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the southwest line of the said 425.38 acre tract, also being in the northeast line of the said 160 acre;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 160 acre tract, the following four (4) courses and distances:
1. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 01°40'21"", an arc length of 85.52 feet, and a chord which bears South 33°35'26" West, a distance of 85.52 feet to a TxDOT Type II disk found;

2. South 39°45'01" West, a distance of 551.11 feet to a calculated point;

3. South 36°51'59" West, a distance of 703.47 feet to a TxDOT Type II disk found;

4. South 47°04'26" West, a distance of 315.41 feet to a 1/2" rebar with aluminum “TxDOT” cap found in the northeast line of the said 1 acre tract;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 1 acre tract, the following two (2) courses and distances:

1. South 47°05'19" West, a distance of 165.17 feet to a calculated point;

2. South 48°02'07" West, a distance of 43.80 feet to a 1/2" rebar with plastic “Chaparral Boundary” cap found in the southwest line of the 1 acre tract, at an east corner of the 160.033 acre tract;

**THENCE** South 48°02'07" West, continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 160.033 acre tract, a distance of 89.38 feet to a 1/2" rebar with plastic “Chaparral Boundary” cap found at an angle point in the southeast line of the 160.033 acre tract, same being the east corner of the 5.35 acre tract;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 5.35 acre tract, the following four (4) courses and distances:

1. South 48°02'07" West, a distance of 169.34 feet to a TxDOT Type II disk found;

2. With a curve to the right, having a radius of 2160.65 feet, a delta angle of 10°09'27"", an arc length of 383.04 feet, and a chord which bears South 48°29'42" West, a distance of 382.54 feet to a TxDOT Type II disk found;

3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 01°01'56"", an arc length of 33.69 feet, and a chord which bears South 59°31'17" West, a distance of 33.69 feet to a concrete highway monument found;

4. South 59°53'31" West, a distance of 112.98 feet to the **POINT OF BEGINNING**, containing 1,292.449 acres of land, more or less.

**9.123 ACRE SAVE & EXCEPT PARCEL**

**BEGINNING** at a 1/2" rebar with plastic “RPLS 1847” cap found in the interior of the 464.870 acre tract, being the southeast corner of the said 9.123 acre tract, from which a
found corner fence post of an 8’ game fence at an interior corner in the southwest line of the 464.870 acre tract, same being the north corner of the 82.17 acre, bears South 33°35’28” East, a distance of 74.52 feet, also from which a found corner fence post of an 8’ game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of the 80.17 acre tract, bears South 33°35’28” East, a distance of 74.52 feet, and South 43°31’39” West, a distance of 1186.42 feet;

**THENCE** crossing the interior of the 464.870 acre tract, the following eight (8) courses and distances:

1. South 70°44’34” West, a distance of 418.79 feet to a 1/2” rebar with plastic “RPLS 1847” cap found;

2. North 25°59’19” West, a distance of 220.18 feet to a 1/2” rebar with plastic “RPLS 1847” cap found;

3. North 08°41’57” West, a distance of 375.09 feet to a 1/2” rebar with plastic “RPLS 1847” cap found;

4. North 53°35’29” East, a distance of 211.87 feet to a 1/2” rebar with plastic “RPLS 1847” cap found;

5. North 75°38’16” East, a distance of 443.47 feet to a 1/2” rebar with plastic “RPLS 1847” cap found;

6. South 29°55’42” East, a distance of 268.08 feet to a 1/2” rebar with plastic “RPLS 1847” cap found;

7. South 23°04’57” West, a distance of 377.19 feet to a 1/2” rebar found;

8. South 23°16’20” West, a distance of 94.71 feet to the **POINT OF BEGINNING**, containing 9.123 acres of land, more or less.

**5.036 ACRE SAVE & EXCEPTION PARCEL**

**COMMENCING** at a 1/2” rebar with cap set at the east corner of the said 70.00 acre tract, same being in the southwest line of the said portion of 425.38 acres, also being the north corner of a 160 acre tract described in a deed of record in Volume 192, Page 368 of the Deed Records of Hays County, Texas, from which a 1/2” rebar with aluminum cap found bears South 46°41’01” East, a distance of 3014.54 feet, and a nail with shiner in a fence post found bears North 46°41’01” West, a distance of 3890.59 feet;

**THENCE** North 83°36’04” West, crossing the 70.00 acre tract, a distance of 820.34 feet to a 1/2” rebar with cap set for the south corner of the herein described tract, and the **POINT OF BEGINNING** hereof, from which a 1/2” rebar with plastic “Chaparral
Boundary" cap found in the southwest line of the 70.00 acre tract, same being at the north corner of a 160.033 acre tract described in a deed of record in Volume 3087, Page 318 of the Deed Records of Hays County, Texas, also being at the east corner of a 464.870 acre tract described in a deed of record in Volume 3122, Page 356 of the Deed Records of Hays County, Texas, bears South 3°10'59" West, a distance of 412.73 feet;

**THENCE** continuing across the 70.00 acre tract and the portion of 425.38 acres, the following five (5) courses and distances:

1. North 29°13'22" West, a distance of 472.71 feet to a 1/2" rebar with cap set;

2. North 82°34'58" East, at a distance of 453.25 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 485.81 feet to a 1/2" rebar with cap set;

3. South 63°31'14" East, a distance of 293.44 feet to a 1/2" rebar with cap set;

4. South 9°27'27" East, a distance of 120.44 feet to a 1/2" rebar with cap set;

South 67°04'18" West, at a distance of 40.80 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 579.16 feet to the **POINT OF BEGINNING**, containing 5.036 acres of land, more or less.

Subtracting the Save & Except acreage of 9.123 acres and 5.036 acres from the Gross acreage of 1,292.449 acres leaves a Net acreage of 1,278.290 acres.

**PART 2, 60.294 ACRES:**

**BEGINNING** at a TxDOT Type II disk found at a point of curvature in the southeast right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), same being a point of curvature in the northwest line of the said 55.400 acre tract;

**THENCE** with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following two (2) courses and distances:

1. North 47°04'30" East, a distance of 287.89 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. South 89°23'13" East, a distance of 31.54 feet to a 1/2" rebar with plastic "PBS&J" cap found in the southwest right-of-way line of Centerpoint Road (County Road No. 234, right-of-way width varies);

**THENCE** with the southwest right-of-way line of Centerpoint Road, same being the northeast line of the 55.400 acre tract, the following two (2) courses and distances:
1. South 45°44'53" East, a distance of 777.45 feet to a 1/2" rebar with plastic "PBS&J" cap found;

2. South 45°30'51" East, a distance of 48.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of the 55.400 acre tract, same being in the northwest right-of-way line of the Union Pacific Railroad (212' right-of-way width), described in Volume 2056, Page 535 of the Official Public Records of Hays County, Texas;

THENCE South 46°38'59" West, with the northwest right-of-way line of the Union Pacific Railroad, same being the southeast line of the 55.400 acre tract, a distance of 2607.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the south corner of the 55.400 acre tract, same being in the northeast line of a 17.86 acre tract described in a deed of record in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'58" West, with the southwest line of the 55.400 acre tract, same being the northeast line of the said 17.86 acre tract, a distance of 1095.36 feet to a 1/2" rebar with aluminum "TxDOT" cap found at the north corner of the 17.86 acre tract, same being the west corner of the 55.400 acre tract, also being in the curving southeast right-of-way line of F.M. 2439;

THENCE with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following four (4) courses and distances:

1. With a curve to the right, having a radius of 5689.65 feet, a delta angle of 00°40'04", an arc length of 66.31 feet, and a chord which bears North 46°04'22" East, a distance of 66.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. North 46°24'24" East, a distance of 846.88 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 13°29'07", an arc length of 440.14 feet, and a chord which bears North 53°08'57" East, a distance of 439.13 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

4. North 59°53'31" East, a distance of 79.74 feet to a 1" iron pipe found at a north corner of the 55.400 acre tract, same being the west corner of the said 4.894 acre tract;

THENCE continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 4.894 acre tract, the following three (3) courses and distances:
1. North 59°53'31" East, a distance of 455.72 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 01°02'45", an arc length of 35.60 feet, and a chord which bears North 59°30'17" East, a distance of 35.60 feet to a TxDOT Type II disk found;

3. With a curve to the left, having a radius of 3677.11 feet, a delta angle of 02°53'50", an arc length of 185.94 feet, and a chord which bears North 58°12'47" East, a distance of 185.92 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 4.894 acre tract, same being a west corner of the 55.400 acre tract;

THENCE continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, with a curve to the left, having a radius of 3677.11 feet, a delta angle of 03°23'46", an arc length of 217.96 feet, and a chord which bears North 55°03'59" East, a distance of 217.93 feet to the POINT OF BEGINNING, containing 60.294 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachments: Drawing 500-003-WAT-EXH. Caps placed on set rebars are plastic, stamped "Chaparral Boundary".

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848

8-26-08
Appendix II
Mixed Use District Boundary
1,278.290 ACRES
ZONING DESCRIPTION
HAYS COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT 5.036 ACRES, BEING A PORTION OF THE SAID 70.00 ACRE TRACT AND A PORTION OF THE SAID 425.38 ACRE TRACT; SAID 1,278.290 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

GROSS ACREAGE: 1,292.449 ACRES

BEGINNING at a 3/4" iron pipe found at an angle point in the southeast line of the said 160.033 acre tract, same being the south corner of a 5.35 acre tract described in a deed of record in Volume 227, Page 578 of the Deed Records of Hays County, Texas, also being in the northwest right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies);

THENCE with the southeast line of the 160.033 acre tract, same being the northwest right-of-way line of F.M. 2439, the following three (3) courses and distances:

1. South 59°53'31" West, a distance of 422.48 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 13°29'07"", an arc length of 458.97 feet, and a chord which bears South 53°08'58" West, a distance of 457.91 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

3. South 46°24'24" West, a distance of 183.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of a 5.224 acre tract described in a deed of record in Volume 251, Page 959 of the Deed Records of Hays County, Texas;

THENCE continuing with the southeast line of the 160.033 acre tract, same being the north line of the said 5.224 acre tract, the following two (2) courses and distances:

1. North 53°35'40" West, a distance of 283.89 feet to a 1/2" iron pipe found;

2. South 51°36'26" West, a distance of 703.19 feet to a 1/2" iron pipe found at the south corner of the 160.033 acre tract, same being the west corner of the 5.224 acre tract, also being in the northeast line of a 51.23 acre tract described in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'10" West, with the southwest line of the 160.033 acre tract, same being the northeast line of the said 51.23 acre tract, a distance of 1138.32 feet to a 1/2" rebar found at the west corner of the 160.033 acre tract, same being the south corner of the said 464.870 acre tract;

THENCE North 45°30'14" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 51.23 acre tract, the northeast line of a 82.17 acre
tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas, and the northeast line of a 15 acre tract described in a deed of record in Volume 190, Page 161 of the Deed Records of Hays County, Texas, a distance of 3565.19 feet to a found corner fence post of an 8' tall game fence at the north corner of the said 82.17 acre tract, same being an interior corner of the 464.870 acre tract;

THENCE South 43°31'39" West, with the southeast line of the 464.870 acre tract, same being a northwest line of the 82.17 acre tract, a distance of 1186.42 feet to a found corner fence post of an 8' tall game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of an 80.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas;

THENCE North 46°27'44" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 80.17 acre tract and the northeast line of a 34.56 acre tract described in a deed of record in Volume 1925, Page 672 of the Official Public Records of Hays County, Texas, a distance of 2474.33 feet to a 1/2" rebar with plastic "PBS&J" cap found at the north corner of the 34.56 acre tract, same being the southeast line of Lot 2, Sleepy Hollow Subdivision, also being the west corner of the 464.870 acre tract;

THENCE with the northwest line of the 464.870 acre tract, same being the southeast line of Lots 2 through 28, inclusive, of Sleepy Hollow Subdivision, the following twenty-seven (27) courses and distances:

1. North 42°16'33" East, a distance of 28.53 feet to a 1/2" rebar found at the common corner of said Lots 2 and 3;

2. North 44°24'02" East, a distance of 145.42 feet to a 1/2" rebar found at the common corner of said Lots 3 and 4;

3. North 44°11'17" East, a distance of 145.74 feet to a 1/2" rebar found at the common corner of said Lots 4 and 5;

4. North 44°03'14" East, a distance of 145.72 feet to a 1/2" rebar found at the common corner of said Lots 5 and 6;

5. North 44°25'01" East, a distance of 146.17 feet to a 1/2" rebar with plastic "PBS&J" cap found at the common corner of said Lots 6 and 7;

6. North 43°58'24" East, a distance of 145.32 feet to a 1/2" rebar found at the common corner of said Lots 7 and 8;

7. North 44°06'17" East, a distance of 145.46 feet to a 1/2" rebar found at the common corner of said Lots 8 and 9;
8. North 43°56'55" East, a distance of 145.44 feet to a 1/2" rebar found at the common corner of said Lots 9 and 10;

9. North 44°05'56" East, a distance of 145.91 feet to a 1/2" rebar found at the common corner of said Lots 10 and 11;

10. North 44°29'25" East, a distance of 145.12 feet to a 1/2" rebar found at the common corner of said Lots 11 and 12;

11. North 43°40'19" East, a distance of 145.38 feet to a 1/2" rebar found at the common corner of said Lots 12 and 13;

12. North 44°20'28" East, a distance of 145.03 feet to a 1/2" rebar found at the common corner of said Lots 13 and 14;

13. North 44°13'03" East, a distance of 145.49 feet to a 1/2" rebar found at the common corner of said Lots 14 and 15;

14. North 43°53'38" East, a distance of 145.05 feet to a 1/2" rebar found at the common corner of said Lots 15 and 16;

15. North 44°14'07" East, a distance of 145.21 feet to a 1/2" rebar found at the common corner of said Lots 16 and 17;

16. North 44°24'20" East, a distance of 145.52 feet to a 1/2" rebar found at the common corner of said Lots 17 and 18;

17. North 44°06'52" East, a distance of 145.20 feet to a 1/2" rebar found at the common corner of said Lots 18 and 19;

18. North 43°58'52" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 19 and 20;

19. North 44°39'50" East, a distance of 144.71 feet to a 1/2" rebar found at the common corner of said Lots 20 and 21;

20. North 44°38'33" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 21 and 22;

21. North 44°16'09" East, a distance of 144.98 feet to a 1/2" rebar found at the common corner of said Lots 22 and 23;

22. North 43°41'15" East, a distance of 144.88 feet to a 1/2" rebar found at the common corner of said Lots 23 and 24;
23. North 44°15'04" East, a distance of 144.87 feet to a 1/2" rebar found at the common corner of said Lots 24 and 25;

24. North 44°00'02" East, a distance of 144.96 feet to a 1/2" rebar found at the common corner of said Lots 25 and 26;

25. North 44°23'04" East, a distance of 194.95 feet to a 1/2" rebar found at the common corner of said Lots 26 and 27;

26. North 44°04'48" East, a distance of 203.95 feet to a 1/2" rebar found at the common corner of said Lots 27 and 28;

27. North 44°36'40" East, a distance of 108.93 feet to a 1/2" rebar found at a north corner of the said 464.870 acre tract, same being the east corner of Lot 28, also being in the southwest line of a 111.9 acre tract (first 111.9 acre tract) described in a deed of record in Volume 145, Page 624 of the Deed Records of Hays County, Texas;

**THENCE** South 46°01'33" East, with the northeast line of the 464.870 acre tract, same being the southwest line of the said 111.9 acre tract and the southwest line a 111.9 acre tract (second 111.9 acre tract) described in a deed of record in Volume 149, Page 491 of the Deed Records of Hays County, Texas, a distance of 1609.75 feet to a 1/2" rebar found at an interior corner of the 464.870 acre tract, same being the south corner of the said second 111.9 acre tract;

**THENCE** North 17°08'49" East, with the northwest line of the 464.870 acre tract, same being the southeast line of the second 111.9 acre tract, a distance of 967.38 feet to a calculated point for a north corner of the 464.870 acre tract, same being the west corner of the said 70.00 acre tract;

**THENCE** North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 70.00 acre tract, a distance of 842.90 feet to a calculated point for the north corner of the 70.00 acre tract, same being the west corner of the said 425.38 acre tract;

**THENCE** North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 425.38 acre tract, a distance of 1054.36 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 425.38 acre tract, same being the west corner of the said 272.027 acre tract;

**THENCE** continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 272.027 acre tract, the following four (4) courses and distances:

1. North 17°08'49" East, a distance of 402.23 feet to a fence post found;

2. North 45°41'06" West, a distance of 495.49 feet to a fence post found;
3. North 17°13'03" East, a distance of 1206.69 feet to a fence post found;

4. North 45°41'38" West, a distance of 439.64 feet to a 1/2" rebar with plastic "BYRN" cap found at the northwest corner of the 272.027 acre tract, same being the southwest corner of an 11.36 acre tract described in a deed of record in Volume 1856, Page 746 of the Official Public Records of Hays County, Texas;

THENCE North 51°25'56" East, with the north line of the 272.027 acre tract, same being the south line of the said 11.36 acre tract and the south line of a 7.78 acre tract described in a deed of record in Volume 1227, Page 592 of the Official Public Records of Hays County, Texas, a distance of 655.14 feet to a 1/2" rebar with plastic "BYRN" cap found at the southeast corner of the said 7.78 acre tract, same being the southwest corner of a 10.82 acre tract described in a deed of record in Volume 2201, Page 515 of the Official Public Records of Hays County, Texas;

THENCE South 88°07'26" East, continuing with the north line of the 272.027 acre tract, same being the south line of the said 10.82 acre tract and the south line of a 7.40 acre tract described in a deed of record in Volume 1253, Page 378 of the Official Public Records of Hays County, Texas a distance of 804.50 feet to a 1/2" rebar with plastic "BYRN" cap found at the south corner of the 7.40 acre tract, same being in the northwest line of Lot 10, Block 3, McCarty Ranch, Phase One, a subdivision of record in Volume 7, Page 233 of the plat records of Hays County, Texas, also being at the northeast corner of the 272.027 acre tract;

THENCE with the northeast line of the 272.027 acre tract, same being the northwest and southwest lines of McCarty Ranch, Phase One, the following three (3) courses and distances:

1. South 39°48'33" West, a distance of 518.49 feet to a 1/2" rebar with plastic "BYRN" cap found;

2. South 45°52'43" East, a distance of 3715.29 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

3. South 42°58'06" East, a distance of 676.96 feet to a fence post found at the south corner of McCarty Ranch, Phase One, same being the west corner of a 40.00 acre tract described in a deed of record in Volume 1960, Page 545 of the Official Public Records of Hays County, Texas;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the said 40.00 acre tract, the following two (2) courses and distances:

1. South 46°10'19" East, a distance of 485.00 feet to a 9" cedar tree found;

2. South 45°58'29" East, a distance of 680.33 feet to a 17" cedar tree found;
**THENCE** continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 40.00 acre tract and the southwest line of a 117.47 acre tract described in a deed of record in Volume 1685, Page 549 of the Official Public Records of Hays County, Texas, the following two (2) courses and distances:

1. South 47°09'51" East, a distance of 586.34 feet to a 15" cedar tree found at an angle point in the common line of the 272.027 acre tract and the 117.47 acre tract;

2. South 45°15'40" East, a distance of 130.55 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an interior corner of the 272.027 acre tract;

**THENCE** North 45°13'32" East, crossing the 117.47 acre tract, with the northeast line of the 272.027 acre tract, a distance of 1273.67 feet to a 1/2" rebar found in the southwest right-of-way line of McCarty Lane (right-of-way width varies);

**THENCE** continuing across the 117.47 acre tract, with the southwest right-of-way line of McCarty Lane, same being the northeast line of the 272.027 acre tract, the following two (2) courses and distances:

1. South 46°57'23" East, a distance of 0.37 feet to a calculated point;

2. With a curve to the left, having a radius of 2550.00 feet, an arc length of 84.62 feet, and a chord which bears South 47°57'46" East, a distance of 84.61 feet to a 1/2" rebar found;

**THENCE** South 45°13'08" West, continuing across the 117.47 acre tract, with the northeast line of the 272.027 acre tract, a distance of 1277.67 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point in the northeast line of the 272.027 acre tract, same being in the southwest line of the 117.47 acre tract;

**THENCE** with the northeast line of the 272.027 acre tract, same being the southwest line of the 117.47 acre tract, the following two (2) courses and distances:

1. South 45°15'40" East, a distance of 240.99 feet to a fence post found;

2. South 43°46'45" East, a distance of 418.48 feet to a fence post found at an east corner of the 272.027 acre tract, same being the north corner of a tract of land described in deed to Herold Abel, et ux., of record in Volume 542, Page 593 of the Deed Records of Hays County, Texas;

**THENCE** South 44°30'03" West, with the southeast line of the 272.027 acre tract, same being the northwest line of the said Abel tract, a distance of 1590.38 feet to a twin 6" and 5" cedar tree found at the south corner of the 272.027 acre tract, same being the west corner of the Abel tract, also being in the northeast line of a 425.38 acre tract.
described in a deed of record in Volume 194, Page 320 of the Deed Records of Hays County, Texas, conveyed in a deed of record in Volume 2211, Page 789 of the Official Public Records of Hays County, Texas;

**THENCE** South 45°37'47" East, with the southwest line of the said Abel tract, same being the northeast line of the 425.38 acre tract, a distance of 1265.80 feet to a 1/2" rebar with cap set in the northwest right-of-way line of F.M. 2439;

**THENCE** crossing the 425.38 acre tract, with the northwest right-of-way line of F.M. 2439, the following five (5) courses and distances:

1. South 47°51'14" West, a distance of 149.23 feet to a TxDOT Type II disk found;
2. South 42°43'35" West, a distance of 401.81 feet to a TxDOT Type II disk found;
3. South 48°06'50" East, a distance of 3.50 feet to a 1/2" rebar with cap set;
4. South 41°52'45" West, a distance of 389.25 feet to a 1/2" rebar with cap set for a point of curvature;
5. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 7°29'35", an arc length of 383.15 feet, and a chord which bears South 38°09'58" West, a distance of 382.88 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the southwest line of the said 425.38 acre tract, also being in the northeast line of the said 160 acre;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 160 acre tract, the following four (4) courses and distances:

1. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 01°40'21"", an arc length of 85.52 feet, and a chord which bears South 33°35'26" West, a distance of 85.52 feet to a TxDOT Type II disk found;
2. South 39°45'01" West, a distance of 551.11 feet to a calculated point;
3. South 36°51'59" West, a distance of 703.47 feet to a TxDOT Type II disk found;
4. South 47°04'26" West, a distance of 315.41 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the northeast line of the said 1 acre tract;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 1 acre tract, the following two (2) courses and distances:

1. South 47°05'19" West, a distance of 165.17 feet to a calculated point;
2. South 48°02'07" West, a distance of 43.80 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found in the southwest line of the 1 acre tract, at an east corner of the 160.033 acre tract;

THENCE South 48°02'07" West, continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 160.033 acre tract, a distance of 89.38 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point in the southeast line of the 160.033 acre tract, same being the east corner of the 5.35 acre tract;

THENCE continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 5.35 acre tract, the following four (4) courses and distances:

1. South 48°02'07" West, a distance of 169.34 feet to a TxDOT Type II disk found;

2. With a curve to the right, having a radius of 2160.65 feet, a delta angle of 10°09'27", an arc length of 383.04 feet, and a chord which bears South 48°29'42" West, a distance of 382.54 feet to a TxDOT Type II disk found;

3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 01°01'56", an arc length of 33.69 feet, and a chord which bears South 59°31'17" West, a distance of 33.69 feet to a concrete highway monument found;

4. South 59°53'31" West, a distance of 112.98 feet to the POINT OF BEGINNING, containing 1,292.449 acres of land, more or less.

9.123 ACRE SAVE & EXCEPT PARCEL

BEGINNING at a 1/2" rebar with plastic "RPLS 1847" cap found in the interior of the 464.870 acre tract, being the southeast corner of the said 9.123 acre tract, from which a found corner fence post of an 8' game fence at an interior corner in the southwest line of the 464.870 acre tract, same being the north corner of the 82.17 acre, bears South 33°35'28" East, a distance of 74.52 feet, also from which a found corner fence post of an 8' game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of the 80.17 acre tract, bears South 33°35'28" East, a distance of 74.52 feet, and South 43°31'39" West, a distance of 1186.42 feet;

THENCE crossing the interior of the 464.870 acre tract, the following eight (8) courses and distances:

1. South 70°44'34" West, a distance of 418.79 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

2. North 25°59'19" West, a distance of 220.18 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
3. North 08°41'57" West, a distance of 375.09 feet to a 1/2" rebar with plastic “RPLS 1847” cap found;

4. North 53°35'29" East, a distance of 211.87 feet to a 1/2" rebar with plastic “RPLS 1847” cap found;

5. North 75°38'16" East, a distance of 443.47 feet to a 1/2" rebar with plastic “RPLS 1847” cap found;

6. South 29°55'42" East, a distance of 268.08 feet to a 1/2" rebar with plastic “RPLS 1847” cap found;

7. South 23°04'57" West, a distance of 377.19 feet to a 1/2" rebar found;

8. South 23°16'20" West, a distance of 94.71 feet to the POINT OF BEGINNING, containing 9.123 acres of land, more or less.

5.036 ACRE SAVE & EXCEPT PARCEL

COMMENCING at a 1/2" rebar with cap set at the east corner of the said 70.00 acre tract, same being in the southwest line of the said portion of 425.38 acres, also being the north corner of a 160 acre tract described in a deed of record in Volume 192, Page 368 of the Deed Records of Hays County, Texas, from which a 1/2" rebar with aluminum cap found bears South 46°41'01" East, a distance of 3014.54 feet, and a nail with shiner in a fence post found bears North 46°41'01" West, a distance of 3890.59 feet;

THENENCE North 83°36'04" West, crossing the 70.00 acre tract, a distance of 820.34 feet to a 1/2" rebar with cap set for the south corner of the herein described tract, and the POINT OF BEGINNING hereof, from which a 1/2" rebar with plastic “Chaparral Boundary” cap found in the southwest line of the 70.00 acre tract, same being at the north corner of a 160.033 acre tract described in a deed of record in Volume 3087, Page 318 of the Deed Records of Hays County, Texas, also being at the east corner of a 464.870 acre tract described in a deed of record in Volume 3122, Page 356 of the Deed Records of Hays County, Texas, bears South 3°10'59" West, a distance of 412.73 feet;

THENENCE continuing across the 70.00 acre tract and the portion of 425.38 acres, the following five (5) courses and distances:

1. North 29°13'22" West, a distance of 472.71 feet to a 1/2" rebar with cap set;

2. North 82°34'58" East, at a distance of 453.25 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 485.81 feet to a 1/2" rebar with cap set;
3. South 63°31'14" East, a distance of 293.44 feet to a 1/2" rebar with cap set;

4. South 9°27'27" East, a distance of 120.44 feet to a 1/2" rebar with cap set;

South 67°04'18" West, at a distance of 40.80 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 579.16 feet to the POINT OF BEGINNING, containing 5.036 acres of land, more or less.

Subtracting the Save & Except acreage of 9.123 acres and 5.036 acres from the Gross acreage of 1,292.449 acres leaves a Net acreage of 1,278.290 acres.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachments: Drawing 500-003-ZN6. Caps placed on set rebars are plastic, stamped "Chaparral Boundary".

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848

**LEGEND**

- **1/2" REBAR FOUND**
- **1/2" REBAR WITH PLASTIC**
- **"CHAPARRAL BOUNDARY" CAP SET**
- **1/2" REBAR WITH PLASTIC**
- **"RPLS 1847" CAP FOUND**
- **1/2" REBAR WITH PLASTIC**
- **"CHAPARRAL BOUNDARY" CAP FOUND**
- **1/2" REBAR WITH ALUMINUM**
- **"TXDOT" CAP FOUND**
- **1/2" REBAR WITH PLASTIC**
- **"BYRN" CAP FOUND**
- **PBS&J 1/2" REBAR WITH PLASTIC**
- **"PBS&J" CAP FOUND**
- **IRON PIPE FOUND (SIZE NOTED)**
- **TXDOT TYPE II DISK FOUND**
- **CONC. HIGHWAY MON. FOUND**
- **CALCULATED POINT**
- **FENCE POST FOUND**
- **TREE FOUND (DESCRIPTION NOTED)**

**BEARING BASIS:** GRID AZIMUTH FOR TEXAS SOUTH CENTRAL ZONE STATE PLANE COORDINATES, BASED ON GPS SOLUTIONS.

**ATTACHMENTS:** METES AND BOUNDS DESCRIPTION 500-003-2N6

**DATE OF SURVEY:** 11/26/2007

**PLOT DATE:** 8/11/2008

**DRAWING NO.:** 500-003-2N6

**PROJECT NO.:** 500-003

**SHEET 1 OF 10**
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JOHN WILLIAMS SURVEY,  
ABSTRACT NO. 471

GROSS  
1,292.449 ACRES

PORTION OF 425.38 ACRES  
THE BARNES RANCH FAMILY LIMITED PARTNERSHIP  
CONVEYED 2211/789  
DESCRIBED 194/320

5.036 ACRES  
SAVE AND EXCEPT PARCEL  
PORTION OF 70.00 ACRES  
WALTER KENNETH BARNES, ET AL.  
9908734 &  
PORTION OF 425.38 ACRES  
THE BARNES RANCH FAMILY  
LIMITED PARTNERSHIP  
CONVEYED 2211/789  
DESCRIBED 194/320  
(SEE DETAIL, SHEET 10)

GROSS ACREAGE: 1,292.449 ACRES  
SAVE & EXCEPT PARCEL: 9.123 ACRES  
SAVE & EXCEPT PARCEL: 5.036 ACRES  
NET ACREAGE: 1,278.290 ACRES

70.00 ACRES  
WALTER KENNETH BARNES, ET AL.  
9908734

PORTION OF  
160 ACRES  
GRADY H. REED  
AND MARGIE  
REED  
192/368

DATE OF SURVEY: 11/26/2007  
PLOT DATE: 8/11/2008  
DRAWING NO.: 500-003-ZN6  
PROJECT NO.: 500-003  
SHEET 8 OF 10
Appendix III
General Commercial District Boundary
60.294 ACRES
ZONING DESCRIPTION
HAYS COUNTY, TEXAS

A DESCRIPTION OF 60.294 ACRES OUT OF THE EDWARD BURLESON SURVEY
NO. 18, ABSTRACT NO. 63, IN HAYS COUNTY, TEXAS, BEING ALL OF A 4.894
ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO
ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE
377 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF
A 55.400 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA
PASO ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122,
PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID
60.294 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type II disk found at a point of curvature in the southeast
right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), same being a
point of curvature in the northwest line of the said 55.400 acre tract;

THENENCE with the southeast right-of-way line of F.M. 2439, same being the northwest
line of the 55.400 acre tract, the following two (2) courses and distances:

1. North 47°04'30" East, a distance of 287.89 feet to a 1/2" rebar with plastic
   "Chaparral Boundary" cap found;

2. South 89°23'13" East, a distance of 31.54 feet to a 1/2" rebar with plastic
   "PBS&J" cap found in the southwest right-of-way line of Centerpoint Road
   (County Road No. 234, right-of-way width varies);

THENENCE with the southwest right-of-way line of Centerpoint Road, same being the
northeast line of the 55.400 acre tract, the following two (2) courses and distances:

1. South 45°44'53" East, a distance of 777.45 feet to a 1/2" rebar with plastic
   "PBS&J" cap found;

2. South 45°30'51" East, a distance of 48.65 feet to a 1/2" rebar with plastic
   "Chaparral Boundary" cap found at the east corner of the 55.400 acre tract, same
   being in the northwest right-of-way line of the Union Pacific Railroad (212' right-
   of-way width), described in Volume 2056, Page 535 of the Official Public Records
   of Hays County, Texas;
THENCE South 46°38'59" West, with the northwest right-of-way line of the Union Pacific Railroad, same being the southeast line of the 55.400 acre tract, a distance of 2607.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the south corner of the 55.400 acre tract, same being in the northeast line of a 17.86 acre tract described in a deed of record in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'58" West, with the southwest line of the 55.400 acre tract, same being the northeast line of the said 17.86 acre tract, a distance of 1095.36 feet to a 1/2" rebar with aluminum "TxDOT" cap found at the north corner of the 17.86 acre tract, same being the west corner of the 55.400 acre tract, also being in the curving southeast right-of-way line of F.M. 2439;

THENCE with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following four (4) courses and distances:

1. With a curve to the right, having a radius of 5689.65 feet, a delta angle of 00°40'04", an arc length of 66.31 feet, and a chord which bears North 46°04'22" East, a distance of 66.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. North 46°24'24" East, a distance of 846.88 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 13°29'07", an arc length of 440.14 feet, and a chord which bears North 53°08'57" East, a distance of 439.13 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

4. North 59°53'31" East, a distance of 79.74 feet to a 1" iron pipe found at a north corner of the 55.400 acre tract, same being the west corner of the said 4.894 acre tract;

THENCE continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 4.894 acre tract, the following three (3) courses and distances:

1. North 59°53'31" East, a distance of 455.72 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 01°02'45", an arc length of 35.60 feet, and a chord which bears North 59°30'17" East, a distance of 35.60 feet to a TxDOT Type II disk found;

3. With a curve to the left, having a radius of 3677.11 feet, a delta angle of 02°53'50", an arc length of 185.94 feet, and a chord which bears North 58°12'47" East, a distance of 185.92 feet to a 1/2" rebar with plastic "Chaparral Boundary"
cap found at the north corner of the 4.894 acre tract, same being a west corner of the 55.400 acre tract;

**THENCE** continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, with a curve to the left, having a radius of 3677.11 feet, a delta angle of 03°23'46", an arc length of 217.96 feet, and a chord which bears North 55°03'59" East, a distance of 217.93 feet to the **POINT OF BEGINNING**, containing 60.294 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachments: Drawing 500-003-ZN2. Caps placed on set rebars are plastic, stamped “Chaparral Boundary”.

\[\text{James Redmon}\]
\[\text{Registered Professional Land Surveyor}\]
\[\text{State of Texas No. 5848}\]

\[\text{2-21-08}\]
SKETCH TO ACCOMPANY A DESCRIPTION OF 60.294 ACRES OUT OF THE EDWARD
BURLESON SURVEY NO. 18, ABSTRACT NO. 63, IN HAYS COUNTY, TEXAS, BEING ALL
OF A 4.894 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO
ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 377
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A 55.400
ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES
LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 369 OF THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEARING BASIS: GRID AZIMUTH FOR TEXAS
SOUTH CENTRAL ZONE STATE PLANE
COORDINATES, BASED ON GPS SOLUTIONS.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 500-003-ZN2

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**CURVE TABLE**

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DATE OF SURVEY: 12/18/2007
PLOT DATE: 2/21/2007
DRAWING NO.: 500-003-ZN2
PROJECT NO.: 500-003
SHEET 1 OF 2
Appendix IV
Land Inside San Marcos City Limits
432.052 ACRES
ZONING DESCRIPTION
HAYS COUNTY, TEXAS

A DESCRIPTION OF 432.052 ACRES OUT OF THE JOHN WILLIAMS SURVEY,
ABSTRACT NO. 471, THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT
NO. 63, AND THE ISAAC LOWE SURVEY, ABSTRACT NO. 287, ALL IN HAYS
COUNTY, TEXAS:

PART 1: 160.025 ACRES, BEING ALL OF A 160.033 ACRE TRACT DESCRIBED IN
A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES, LLC, DATED
JANUARY 4, 2007 AND RECORDED IN VOLUME 3087, PAGE 318 OF THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

PART 2: 272.027 ACRES, BEING ALL OF A 272.027 ACRE TRACT DESCRIBED IN
A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED APRIL 9,
2007 AND RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL PUBLIC
RECORDS OF HAYS COUNTY, TEXAS;

SAID 432.052 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS AS FOLLOWS:

PART 1:

BEGINNING at a 3/4" iron pipe found at an angle point in the southeast line of the
said 160.033 acre tract, same being the south corner of a 5.35 acre tract described in
a deed of record in Book 227, Page 578 of the Deed Records of Hays County, Texas,
also being in the northwest right-of-way line of F.M. 2439 (Hunter Road, right-of-way
width varies);

THENCE with the southeast line of the 160.033 acre tract, same being the northwest
right-of-way line of F.M. 2439, the following three (3) courses and distances:

1. South 59°53'31" West, a distance of 422.48 feet to a 1/2" rebar with plastic
   "Chaparral Boundary" cap found;

2. With a curve to the left, having a radius of 1950.08 feet, an arc length of
   458.97 feet, and a chord which bears South 53°08'58" West, a distance of
   457.91 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
3. South 46°24'24" West, a distance of 183.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found for the east corner of a 5.224 acre tract described in a deed of record in Book 251, Page 959 of the Deed Records of Hays County, Texas;

THENCE continuing with the southeast line of the 160.033 acre tract, same being the north line of the said 5.224 acre tract, the following two (2) courses and distances:

1. North 53°35'40" West, a distance of 283.89 feet to a 1/2" iron pipe found;

2. South 51°36'26" West, a distance of 703.19 feet to a 1/2" iron pipe found at the south corner of the 160.033 acre tract, same being the west corner of the 5.224 acre tract, also being in the northeast line of a 51.23 acre tract described in Book 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'10" West, with the southwest line of the 160.033 acre tract, same being the northeast line of the said 51.23 acre tract, a distance of 1138.32 feet to a 1/2" rebar found at the southwest corner of the 160.033 acre tract, same being the south corner of a 464.870 acre tract described in a deed of record in Volume 3122, Page 356 of the Official Public Records of Hays County, Texas;

THENCE with the southeast line of the said 464.870 acre tract, same being the northwest line of the 160.033 acre tract, the following two (2) courses and distances:

1. North 44°21'07" East, a distance of 1794.15 feet to a calculated point for an angle point;

2. North 45°44'03" West, a distance of 932.49 feet to a 1/2" rebar with plastic "PBS&J" cap found at the south corner of a 5.00 acre tract described in a deed of record in Volume 1197, Page 12 of the Official Records of Hays County, Texas;

THENCE North 44°21'19" East, continuing with the northwest line of the 160.033 acre tract, same being the southeast line of the said 5.00 acre tract, a distance of 524.98 feet to a 1/2" rebar found at the east corner of the 5.00 acre tract;

THENCE North 45°44'03" West, continuing with the northwest line of the 160.033 acre tract, same being the northeast line of the 5.00 acre tract and the southeast line of the 464.870 acre tract, a distance of 801.48 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found for an angle point in the common line of the 160.033 acre tract and the 464.870 acre tract;

THENCE North 44°21'07" East, continuing with the northwest line of the 160.033 acre tract, same being a southeast line of the 464.870 acre tract, a distance of 1225.12
feet to a 1/2" rebar with plastic “Chaparral Boundary” cap found for the north corner of
the 160.033 acre tract, same being in the southwest line of a 70.00 acre tract
described in a deed of record under Document No. 9908734 of the Official Public
Records of Hays County, Texas, also being the east corner of the 464.870 acre tract;

THENCE South 45°44′10″ East, with the northeast line of the 160.033 acre tract,
same being the southwest line of the said 70.00 acre tract and a southwest line of a
remaining portion of 160 acres described in a deed of record in Book 192, Page 368
of the Deed Records of Hays County, Texas, at a distance of 1733.94 feet passing a
1/2" rebar found at the common corner of the 60.00 acre tract and the 100.000 acre
tract, and continuing for a total distance of 2299.15 feet to a 1/2" rebar found at the
east corner of the 160.033, same being an interior corner of the said portion of 160
acres;

THENCE with the common line of the portion of 160 acres and the 160.033 acre
tract, the following two (2) courses and distances:

1. South 44°20′09″ West, a distance of 855.91 feet to a 1/2" rebar with plastic
   “RPLS 1753” cap found;

2. South 44°27′35″ East, a distance of 1086.59 feet to a 1/2" rebar with cap
   found in the northwest line of a 1 acre tract described in a deed of record in
   Book 33, Page 117 of the Deed Records of Hays County, Texas;

THENCE with the common line of the 160.033 acre tract and the said 1 acre tract, the
following two (2) courses and distances:

1. South 47°30′18″ West, a distance of 110.10 feet to a 1/2" rebar with plastic
   “Chaparral Boundary” cap found for the west corner of the 1 acre tract;

2. South 45°37′58″ East, a distance of 135.66 feet to a 1/2" rebar with plastic
   “Chaparral Boundary” cap found for the south corner of the 1 acre tract, same
   being in the northwest right-of-way line of F.M. 2439, also being the southwest
corner of the 160.033 acre tract;

THENCE South 48°02′07″ West, with the southeast line of the 160.033 acre tract,
same being the northwest right-of-way line of F.M. 2439, a distance of 89.38 feet to a
1/2" rebar with plastic “Chaparral Boundary” cap found for the east corner of the said
5.35 acre tract;

THENCE with the common line of the 160.033 acre tract and the 5.35 acre tract, the
following three (3) courses and distances:

1. North 48°10′03″ West, a distance of 322.09 feet to a 1/2" rebar with plastic
   “Chaparral Boundary” cap found;
2. South 51°45'57" West, a distance of 615.42 feet to a 1/2" rebar with plastic "RPLS 1753" cap found;

3. South 33°52'16" East, a distance of 330.54 feet to the POINT OF BEGINNING, containing 160.025 acres of land, more or less.

PART 2:

BEGINNING at corner fence post found at an angle point in the northeast line of the said 272.027 acre tract, same being the south corner of Lot 21, Block 4, McCarty Ranch, Phase One, a subdivision of record in Book 7, Page 233 of the Plat Records of Hays County, Texas, also being the west comer of a 40.00 acre tract described in a deed of record in Volume 1960, Page 545 of the Official Public Records of Hays County, Texas;

THENCE with the northeast line of the 272.027 acre tract, same being the southwest line of the said 40.00 acre tract, the following two (2) courses and distances:

1. South 46°10'19" East, a distance of 485.00 feet to a 9" cedar tree found at an angle point;

2. South 45°58'29" East, a distance of 680.33 feet to a 17" cedar tree found at an angle point;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 40.00 acre tract and the southwest line of a 117.47 acre tract described in a deed of record in Volume 1685, Page 549 of the Official Public Records of Hays County, Texas, the following two (2) courses and distances:

1. South 47°09'51" East, a distance of 586.34 feet to a 15" cedar tree found at an angle point in the common line of the 272.027 acre tract and the 117.47 acre tract;

2. South 45°15'40" East, a distance of 130.55 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point in the northeast line of the 272.027 acre tract;

THENCE North 45°13'32" East, crossing the 117.47 acre tract, with the northeast line of the 272.027 acre tract, a distance of 1273.67 feet to a 1/2" rebar found in the southwest right-of-way line of McCarty Lane (right-of-way width varies);

THENCE continuing across the 117.47 acre tract, with the southwest right-of-way line of McCarty Lane, same being the northeast line of the 272.027 acre tract, the following two (2) courses and distances:
1. South 46°57'23" East, a distance of 0.37 feet to a calculated point;

2. With a curve to the left, having a radius of 2550.00 feet, an arc length of 84.62 feet, and a chord which bears South 47°57'46" East, a distance of 84.61 feet to a 1/2" rebar found;

**THENCE** South 45°13'08" West, continuing across the 117.47 acre tract, with the northeast line of the 272.027 acre tract, a distance of 1277.67 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point in the northeast line of the 272.027 acre tract, same being in the southwest line of the 117.47 acre tract;

**THENCE** with the northeast line of the 272.027 acre tract, same being the southwest line of the 117.47 acre tract, the following two (2) courses and distances:

1. South 45°15'40" East, a distance of 240.99 feet to a fence post found at an angle point;

2. South 43°46'45" East, a distance of 418.48 feet to a fence post found at the east corner of the 272.027 acre tract, same being the north corner of a tract described in deed to Herold Abel, et ux., of record in Volume 542, Page 593 of the Deed Records of Hays County, Texas;

**THENCE** South 44°30'03" West, with the southeast line of the 272.027 acre tract, same being the northwest line of the said Abel tract, a distance of 1590.38 feet to a twin 6" and 5" cedar tree found at the south corner of the 272.027 acre tract, same being the west corner of the Abel tract, also being in the northeast line of a 425.38 acre tract described in a deed of record in Volume 194, Page 320 of the Deed Records of Hays County, Texas, conveyed in a deed of record in Volume 2211, Page 789 of the Official Public Records of Hays County, Texas;

**THENCE** with the southwest line of the 272.027 acre tract, same being the northeast line of the said 425.38 acre tract, the following twenty-nine (29) courses and distances:

1. North 37°34'10" West, a distance of 480.24 feet to a 9" cedar tree found;

2. North 40°59'14" West, a distance of 525.34 feet to a fence post found;

3. North 41°12'48" West, a distance of 229.10 feet to a fence post found;

4. North 44°48'49" West, a distance of 476.97 feet to a fence post found;

5. North 44°59'28" West, a distance of 398.22 feet to a fence post found;
6. North 43°42'17" West, a distance of 146.28 feet to a fence post found;
7. North 47°59'44" West, a distance of 153.63 feet to a fence post found;
8. North 23°00'23" West, a distance of 8.69 feet to a 13" live oak tree found;
9. North 57°41'12" West, a distance of 23.52 feet to a fence post found;
10. North 49°35'03" West, a distance of 212.43 feet to a fence post found;
11. North 47°04'21" West, a distance of 179.75 feet to a fence post found;
12. North 44°29'04" West, a distance of 280.04 feet to a 14" cedar tree found;
13. North 54°22'30" West, a distance of 47.03 feet to a fence post found;
14. North 45°25'29" West, a distance of 251.78 feet to a fence post found;
15. North 43°50'04" West, a distance of 194.28 feet to a 12" cedar tree found;
16. North 47°04'22" West, a distance of 135.42 feet to a 10" live oak tree found;
17. North 44°56'29" West, a distance of 209.78 feet to a fence post found;
18. North 47°33'17" West, a distance of 157.82 feet to a fence post found;
19. North 48°41'38" West, a distance of 370.86 feet to a fence post found;
20. North 47°11'13" West, a distance of 54.51 feet to a 9" cedar tree found;
21. North 40°45'44" West, a distance of 85.12 feet to a 9" cedar tree found;
22. North 36°42'15" West, a distance of 41.28 feet to a 14" cedar tree found;
23. North 27°11'44" West, a distance of 74.72 feet to a fence post found;
24. North 31°42'45" West, a distance of 99.98 feet to a fence post found;
25. North 75°46'57" West, a distance of 370.37 feet to a 11" cedar tree found;
26. North 76°43'46" West, a distance of 311.74 feet to a fence post found;
27. North 78°22'00" West, a distance of 305.98 feet to a 7" cedar tree found;
28. North 68°43'03" West, a distance of 94.10 feet to a 10" cedar tree found;

29. North 66°08'59" West, a distance of a distance of 330.46 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the southwest corner of the 272.027 acre tract, same being the north corner of the 425.38 acre tract, also being in the southeast line of a 111.9 acre tract described in a deed of record in Volume 149, Page 491 of the Deed Records of Hays County, Texas;

THENENCE with the northwest line of the 272.027 acre tract, same being the northeast line of the said 111.9 acre tract, the following four (4) courses and distances:

1. North 17°08'49" East, a distance of 402.23 feet to a corner fence post found;

2. North 45°41'06" West, a distance of 495.49 feet to a corner fence post found;

3. North 17°13'03" East, a distance of 1206.69 feet to a corner fence post found;

4. North 45°41'38" West, a distance of 439.64 feet to a 1/2" rebar with plastic "BYRN" cap found at the southwest corner of an 11.36 acre tract described in a deed of record in Volume 1856, Page 746 of the Official Public Records of Hays County, Texas;

THENENCE North 51°25'56" East, with the north line of the 272.027 acre tract, same being the south line of the said 11.36 acre tract and the south line of a 7.78 acre tract described in a deed of record in Volume 1227, Page 592 of the Official Public Records of Hays County, Texas, a distance of 655.14 feet to a 1/2" rebar with plastic "BYRN" cap found at the southeast corner of the said 7.78 acre tract, same being the southwest corner of a 10.82 acre tract described in a deed of record in Volume 2201, Page 515 of the Official Public Records of Hays County, Texas;

THENENCE South 88°07'26" East, continuing with the north line of the 272.027 acre tract, same being the south line of the said 10.82 acre tract and the south line of a 7.40 acre tract described in a deed of record in Volume 1253, Page 378 of the Official Public Records of Hays County, Texas, a distance of 804.50 feet to a 1/2" rebar with plastic "BYRN" cap found at the south corner of the 7.40 acre tract, same being in the northwest line of Lot 10, Block 3, McCarty Ranch, Phase One, also being the northeast corner of the 272.027 acre tract;

THENENCE South 39°48'33" West, with the northeast line of the 272.027 acre tract, same being the northwest line of Lots 10 and 11, Block 3, McCarty Ranch, Phase One, a distance of 518.49 feet to a 1/2" rebar with plastic "BYRN" cap found at the west corner of Lot 11, same being an angle point in the northeast line of the 272.027 acre tract;

THENENCE continuing with the northeast line of the 272.027 acre tract, same being the
southwest line of McCarty Ranch, Phase One, the southwest right-of-way line of Oak Ledge (60’ right-of-way), and the southwest right-of-way line of Oak Park Way (60’ right-of-way), the following two (2) courses and distances:

1. South 45°52’43” East, a distance of 3715.29 feet to a 1/2” rebar with plastic “Chaparral Boundary” cap found for an angle point in the northeast line of the 272.027 acre tract, also being the south right-of-way corner of said Oak Park Way, also being the west corner of said Lot 21;

2. South 42°58’06” East, with the southwest line of Lot 21, a distance of 676.96 feet to the POINT OF BEGINNING, containing 272.027 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachments: Drawing 500-003-ZN4-REV.

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848
SKETCH TO ACCOMPANY A DESCRIPTION OF 432.052 ACRES OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471, THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, AND THE ISAAC LOWE SURVEY, ABSTRACT NO. 287, ALL IN HAYS COUNTY, TEXAS:

PART 1: 160.025 ACRES, BEING ALL OF A 160.033 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES, LLC, DATED JANUARY 4, 2007 AND RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

PART 2: 272.027 ACRES, BEING ALL OF A 272.027 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED APRIL 9, 2007 AND RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEARING BASIS: GRID AZIMUTH FROM TEXAS SOUTH CENTRAL ZONE STATE PLANE COORDINATES, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 500-003-ZN4-REV

LEGEND
- 1/2" REBAR FOUND
- 1/2" REBAR WITH PLASTIC
- "CHAPARRAL BOUNDARY" CAP FOUND
- 1/2" REBAR WITH PLASTIC
- "BYRN" CAP FOUND
- TREE FOUND (TYPE & SIZE NOTED)
- CALCULATED POINT
- FENCE POST FOUND
- 1/2" REBAR WITH CAP FOUND
- "RPLS 1753" CAP FOUND
- 1/2" REBAR WITH PLASTIC
- "PBS&J" CAP FOUND
- IRON PIPE FOUND (SIZE NOTED)

DATE OF SURVEY: 1/25/2007
PLOT DATE: 8/12/2008
DRAWING NO.: 500-003-ZN4-REV
PROJECT NO.: 500-003
SHEET 1 OF 8
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### CURVE TABLE

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DATE OF SURVEY: 1/25/2007
PLOT DATE: 8/12/2008
DRAWING NO.: 500-003-ZN4-REV
PROJECT NO.: 500-003
SHEET 3 OF 8
PORTION OF 160 ACRES
GRADY H. REED AND
MARGIE REED
192/368

S45°44'10"E 2299.15'
L11
L12

APPROXIMATE SURVEY LINE

PORTION OF 1 ACRE
HAYS COUNTY
33/117
L14

APPROXIMATE SURVEY LINE

PART 1
160.025 ACRES
CALLED 160.033 ACRES
CARMA PASO ROBLES LLC.
3087/318

5.35 ACRES
BILLY JOE
NICHOLAS AND
MELLIE LOWMAN
NICHOLAS
227/378

L15

L16

P.O.B.
PART 1

CENTERPOINT ROAD

F.M. 2439 (HUNTER ROAD)
(RIGHT-OF-WAY WIDTH VARIES)

5.224 ACRES
FRED G. LOWMAN,
JR. AND REBECCA
CULTRA LOWMAN
251/959

L18

L19

L20

L6

L7

L8

PBS&J

L5

L3

1/2'

L4

1/2'

51.23 ACRES
EUGENE A. HERRY, JR., ET UX.
276/322

EDWARD BURLESON
SURVEY NO. 18,
ABSTRACT NO. 63

HENRY KESSLER SURVEY,
ABSTRACT NO. 278

DATE OF SURVEY: 1/25/2007
PLOT DATE: 8/12/2008
DRAWING NO.: 500-003-ZN4-REV
PROJECT NO.: 500-003
SHEET 4 OF 8
PART 2

272.027 ACRES
CARMA PASO ROBLES LLC.
3144/658

NATHANIEL HUBBARD SURVEY NO. 35

117.47 ACRES
THE FIRST BAPTIST CHURCH OF SAN MARCOS, TEXAS
1685/549

40.00 ACRES
MASTER'S SCHOOL OF SAN MARCOS, INC.
1960/545

PART 2

425.38 ACRES
THE BARNES RANCH FAMILY LIMITED PARTNERSHIP CONVEYED 2211/789 DESCRIBED 194/320

PORTION OF 160 ACRES
GRADY H. REED AND MARGIE REED 192/368

DATE OF SURVEY: 1/25/2007
PLOT DATE: 8/12/2008
DRAWING NO.: 500-003-ZN4-REV
PROJECT NO.: 500-003
SHEET 6 OF 8
PART 2
272.027 ACRES
CALLED 272.027 ACRES
CARMA PASO ROBLES LLC.
3144/658

425.38 ACRES
THE BARNES RANCH FAMILY
LIMITED PARTNERSHIP
CONVEYED 2211/789
DESCRIBED 194/320

JOHN WILLIAMS SURVEY,
ABSTRACT NO. 471

111.9 ACRES
E. E. POSEY AND
EDWARD POSEY
149/491

70.00 ACRES
WALTER KENNETH
BARNES, ET AL.
9908734

DATE OF SURVEY: 1/25/2007
PLOT DATE: 8/12/2008
DRAWING NO.: 500-003-ZN4-REV
PROJECT NO.: 500-003
SHEET 7 OF 8
JOHN WILLIAMS SURVEY,
ABSTRACT NO. 471

DATE OF SURVEY: 1/25/2007
PLOT DATE: 8/12/2008
DRAWING NO.: 500-003-ZN4-REV
PROJECT NO.: 500-003
SHEET 8 OF 8
Appendix V
Land Outside San Marcos City Limits
906.532 ACRES
ZONING DESCRIPTION
HAYS COUNTY, TEXAS

A DESCRIPTION OF 906.532 ACRES OUT OF THE JOHN WILLIAMS SURVEY,
ABSTRACT NO. 471, THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO.
ISAAC LOWE SURVEY, ABSTRACT NO. 287, ALL IN HAYS COUNTY, TEXAS, BEING
ALL OF A 4.894 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO
CARMA PASO ROBLES LLC, DATED MARCH 5, 2007 ANDRecorded IN VOLUME
3122, PAGE 376 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,
ALL OF A 55.400 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO
CARMA PASO ROBLES LLC, DATED MARCH 5, 2007 AND Recorded IN VOLUME
3122, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,
ALL OF A 5.00 ACRE TRACT CONVEYED TO AUSTIN DISTRICT BOARD OF
MISSIONS, INC., SOUTHWEST TEXAS ANNUAL CONFERENCE, THE UNITED
METHODIST CHURCH BY DEED OF GIFT, DATED APRIL 20, 1995 AND Recorded
IN VOLUME 1145, PAGE 581 OF THE OFFICIAL PUBLIC RECORDS OF HAYS
COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED OF RECORD IN VOLUME
1197, PAGE 12 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,
THE REMAINDER OF A 5.35 ACRE TRACT DESCRIBED IN A DEED TO BILLY JOE
NICHOLAS AND MELLIE LOWMAN NICHOLAS, DATED DECEMBER 31, 1968 AND
Recorded IN VOLUME 227, PAGE 578 OF THE DEED RECORDS OF HAYS
COUNTY, TEXAS, A PORTION OF A 1 ACRE TRACT DESCRIBED IN A DEED TO
HAYS COUNTY, DATED SEPTEMBER 12, 1895 AND Recorded IN VOLUME 33,
PAGE 117 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A
160 ACRE TRACT DESCRIBED IN A DEED TO GRADY H. REED AND MARGIE
REED, DATED JULY 24, 1962 AND Recorded IN VOLUME 192, PAGE 368 OF THE
DEED RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 70.00 ACRE TRACT
DESCRIBED IN A SPECIAL WARRANTY DEED TO WALTER KENNETH BARNES
AND WIFE, CAROLYN T. BARNES, LAURIE BARNES AND BRUCE CLINTON
BARNES, DATED APRIL 15, 1999 AND Recorded IN DOCUMENT NO. 9908734 OF
THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A
425.38 ACRE TRACT CONVEYED TO THE BARNES RANCH FAMILY LIMITED
PARTNERSHIP BY WARRANTY DEED, DATED MAY 2, 2003 AND Recorded IN
VOLUME 2211, PAGE 789 OF THE OFFICIAL PUBLIC RECORDS OF HAYS
COUNTY, TEXAS, AND DESCRIBED IN A DEED OF RECORD IN VOLUME 194,
PAGE 320 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A
464.870 ACRE TRACT, SAVE AND EXCEPT A 9.123 ACRE TRACT, BOTH
DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC,
DATED MARCH 5, 2007 AND Recorded IN VOLUME 3122, PAGE 356 OF THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND SAVE AND EXCEPT 5.036 ACRES, BEING A PORTION OF THE SAID 70.00 ACRE TRACT AND A PORTION OF THE SAID 425.38 ACRE TRACT; SAID 906.532 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1, GROSS ACREAGE: 855.285 ACRES

BEGINNING at a 1/2" rebar with plastic "Chaparral Boundary" cap found in the southwest line of the said 1 acre tract, same being in the northwest right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), also being an east corner of a 160.033 acre tract described in a deed of record in Volume 3087, Page 318 of the Official Public Records of Hays County, Texas;

THENENCE with the common line of the 1 acre tract and the said 160.033 acre tract, the following two (2) courses and distances:

1. North 45°37'58" West, a distance of 135.66 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. North 47°30'18" East, a distance of 110.10 feet to a 1/2" rebar with plastic cap found in the southwest line of the said 160 acre tract, same being a southeast corner of the 160.033 acre tract;

THENENCE with the common line of the 160.033 acre tract and the 160 acre tract, the following two (2) courses and distances:

1. North 44°27'35" West, a distance of 1086.59 feet to a 1/2" rebar with plastic "RPLS 1753" cap found;

2. North 44°20'09" East, a distance of 855.91 feet to a 1/2" rebar found;

THENENCE North 45°44'10" West, with the northeast line of the 160.033 acre tract, same being the southwest line of the 160 acre tract and the southwest line of the said 70.00 acre tract, a distance of 2299.15 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 160.033 acre tract, same being an east corner of the said 464.870 acre tract;

THENENCE South 44°21'07" West, with the northwest line of the 160.033 acre tract, same being the southeast line of the 464.870 acre tract, a distance of 1225.12 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point;

THENENCE South 45°44'03" East, continuing with the northwest line of the 160.033 acre tract, same being the southeast line of the 464.870 acre tract and the northeast line of the said 5.00 acre tract, a distance of 801.46 feet to a 1/2" rebar found at the east corner of the 5.00 acre tract, same being an angle point in the northwest line of the 160.033 acre tract;
THENCE South 44°21'19" West, continuing with the northwest line of the 160.033 acre tract, same being the southeast line of the 5.00 acre tract a distance of 524.98 feet to a 1/2" rebar with plastic "PBS&J" cap found at the south corner of the 5.00 acre tract, same being an angle point in the northwest line of the 160.033 acre tract, also being in the southeast line of the 464.870 acre tract;

THENCE continuing with the northwest line of the 160.033 acre tract, same being the southeast line of the 464.870 acre tract, the following two (2) courses and distances:

1. South 45°44'03" East, a distance of 932.49 feet to a calculated point;

2. South 44°21'07" West, a distance of 1794.15 feet to a 1/2" rebar found at the south corner of the 464.870 acre tract, same being the west corner of the 160.033 acre tract, also being in the northeast line of a 51.23 acre tract described in a deed of record in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°30'14" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 51.23 acre tract, the northeast line of a 82.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas, and the northeast line of a 15 acre tract described in a deed of record in Volume 190, Page 161 of the Deed Records of Hays County, Texas, a distance of 3565.19 feet to a found corner fence post of an 8' tall game fence at the north corner of the said 82.17 acre tract, same being an interior corner of the 464.870 acre tract;

THENCE South 43°31'39" West, with the southeast line of the 464.870 acre tract, same being a northwest line of the 82.17 acre tract, a distance of 1186.42 feet to a found corner fence post of an 8' tall game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of an 80.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas;

THENCE North 46°27'44" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 80.17 acre tract and the northeast line of a 34.56 acre tract described in a deed of record in Volume 1925, Page 672 of the Official Public Records of Hays County, Texas, a distance of 2474.33 feet to a 1/2" rebar with plastic "PBS&J" cap found at the north corner of the 34.56 acre tract, same being the southeast line of Lot 2, Sleepy Hollow Subdivision, also being the west corner of the 464.870 acre tract;

THENCE with the northwest line of the 464.870 acre tract, same being the southeast line of Lots 2 through 28, inclusive, of Sleepy Hollow Subdivision, the following twenty-seven (27) courses and distances:
1. North 42°16'33" East, a distance of 28.53 feet to a 1/2" rebar found at the common corner of said Lots 2 and 3;

2. North 44°24'02" East, a distance of 145.42 feet to a 1/2" rebar found at the common corner of said Lots 3 and 4;

3. North 44°11'17" East, a distance of 145.74 feet to a 1/2" rebar found at the common corner of said Lots 4 and 5;

4. North 44°03'14" East, a distance of 145.72 feet to a 1/2" rebar found at the common corner of said Lots 5 and 6;

5. North 44°25'01" East, a distance of 146.17 feet to a 1/2" rebar with plastic "PBS&J" cap found at the common corner of said Lots 6 and 7;

6. North 43°58'24" East, a distance of 145.32 feet to a 1/2" rebar found at the common corner of said Lots 7 and 8;

7. North 44°06'17" East, a distance of 145.46 feet to a 1/2" rebar found at the common corner of said Lots 8 and 9;

8. North 43°56'55" East, a distance of 145.44 feet to a 1/2" rebar found at the common corner of said Lots 9 and 10;

9. North 44°05'56" East, a distance of 145.91 feet to a 1/2" rebar found at the common corner of said Lots 10 and 11;

10. North 44°29'25" East, a distance of 145.12 feet to a 1/2" rebar found at the common corner of said Lots 11 and 12;

11. North 43°40'19" East, a distance of 145.38 feet to a 1/2" rebar found at the common corner of said Lots 12 and 13;

12. North 44°20'28" East, a distance of 145.03 feet to a 1/2" rebar found at the common corner of said Lots 13 and 14;

13. North 44°13'03" East, a distance of 145.49 feet to a 1/2" rebar found at the common corner of said Lots 14 and 15;

14. North 43°53'38" East, a distance of 145.05 feet to a 1/2" rebar found at the common corner of said Lots 15 and 16;

15. North 44°14'07" East, a distance of 145.21 feet to a 1/2" rebar found at the common corner of said Lots 16 and 17;
16. North 44°24'20" East, a distance of 145.52 feet to a 1/2" rebar found at the common corner of said Lots 17 and 18;

17. North 44°06'52" East, a distance of 145.20 feet to a 1/2" rebar found at the common corner of said Lots 18 and 19;

18. North 43°58'52" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 19 and 20;

19. North 44°39'50" East, a distance of 144.71 feet to a 1/2" rebar found at the common corner of said Lots 20 and 21;

20. North 44°38'33" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 21 and 22;

21. North 44°16'09" East, a distance of 144.98 feet to a 1/2" rebar found at the common corner of said Lots 22 and 23;

22. North 43°41'15" East, a distance of 144.88 feet to a 1/2" rebar found at the common corner of said Lots 23 and 24;

23. North 44°15'04" East, a distance of 144.87 feet to a 1/2" rebar found at the common corner of said Lots 24 and 25;

24. North 44°00'02" East, a distance of 144.96 feet to a 1/2" rebar found at the common corner of said Lots 25 and 26;

25. North 44°23'04" East, a distance of 194.95 feet to a 1/2" rebar found at the common corner of said Lots 26 and 27;

26. North 44°04'48" East, a distance of 203.95 feet to a 1/2" rebar found at the common corner of said Lots 27 and 28;

27. North 44°36'40" East, a distance of 108.93 feet to a 1/2" rebar found at a north corner of the said 464.870 acre tract, same being the east corner of Lot 28, also being in the southwest line of a 111.9 acre tract (first 111.9 acre tract) described in a deed of record in Volume 145, Page 624 of the Deed Records of Hays County, Texas;

**THENCE** South 46°01'33" East, with the northeast line of the 464.870 acre tract, same being the southwest line of the said 111.9 acre tract and the southwest line a 111.9 acre tract (second 111.9 acre tract) described in a deed of record in Volume 149, Page 491 of the Deed Records of Hays County, Texas, a distance of 1609.75 feet to a 1/2" rebar found at an interior corner of the 464.870 acre tract, same being the south corner of the said second 111.9 acre tract;
THENCE North 17°08'49" East, with the northwest line of the 464.870 acre tract, same being the southeast line of the second 111.9 acre tract, a distance of 967.38 feet to a calculated point for a north corner of the 464.870 acre tract, same being the west corner of the said 70.00 acre tract;

THENCE North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 70.00 acre tract, a distance of 842.90 feet to a calculated point for the north corner of the 70.00 acre tract, same being the west corner of the said 425.38 acre tract;

THENCE North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 425.38 acre tract, a distance of 1054.36 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 425.38 acre tract, same being the west corner of a 272.027 acre tract described in a deed of record in Volume 3144, Page 658 of the Official Public Records of Hays County, Texas;

THENCE with the northeast line of the 425.38 acre tract, same being the southwest line of the said 272.027 acre tract, the following twenty-nine (29) courses and distances:

1. South 66°08'59" East, a distance of 330.46 feet to a 10" cedar tree found;
2. South 68°43'03" East, a distance of 94.10 feet to a 7" cedar tree found;
3. South 78°22'00" East, a distance of 305.98 feet to a fence post found;
4. South 76°43'46" East, a distance of 311.74 feet to an 11" cedar tree found;
5. South 75°46'57" East, a distance of 370.37 feet to a fence post found;
6. South 31°42'45" East, a distance of 99.98 feet to a fence post found;
7. South 27°11'44" East, a distance of 74.72 feet to a 14" cedar tree found;
8. South 36°42'15" East, a distance of 41.28 feet to a 9" cedar tree found;
9. South 40°45'44" East, a distance of 85.12 feet to a 9" cedar tree found;
10. South 47°11'13" East, a distance of 54.51 feet to a fence post found;
11. South 48°41'38" East, a distance of 370.86 feet to a fence post found;
12. South 47°33'17" East, a distance of 157.82 feet to a fence post found;
13. South 44°56'29" East, a distance of 209.78 feet to a 10" live oak tree found;
14. South 47°04'22" East, a distance of 135.42 feet to a 12" cedar tree found;
15. South 43°50'04" East, a distance of 194.28 feet to a fence post found;
16. South 45°25'29" East, a distance of 251.78 feet to a fence post found;
17. South 54°22'30" East, a distance of 47.03 feet to a 14" cedar tree found;
18. South 44°29'04" East, a distance of 280.04 feet to a fence post found;
19. South 47°04'21" East, a distance of 179.75 feet to a fence post found;
20. South 49°35'03" East, a distance of 212.43 feet to a fence post found;
21. South 57°41'12" East, a distance of 23.52 feet to a 13" live oak tree found;
22. South 23°00'23" East, a distance of 8.69 feet to a fence post found;
23. South 47°59'44" East, a distance of 153.63 feet to a fence post found;
24. South 43°42'17" East, a distance of 146.28 feet to a fence post found;
25. South 44°59'28" East, a distance of 398.22 feet to a fence post found;
26. South 44°48'49" East, a distance of 476.97 feet to a fence post found;
27. South 41°12'48" East, a distance of 229.10 feet to a fence post found;
28. South 40°59'14" East, a distance of 525.34 feet to a 9" cedar tree found;
29. South 37°34'10" East, a distance of 480.24 feet to a 6" and 5" cedar tree found at
the south corner of the 272.027 acre tract, same being the west corner of a tract
(Abel tract, no acreage listed in deed) described in a deed of record in Volume
542, Page 593 of the Deed Records of Hays County, Texas;

THENCE South 45°37'47" East, with the southwest line of the said Abel tract, same
being the northeast line of the 425.38 acre tract, a distance of 1265.80 feet to a 1/2"
rebar with cap set in the northwest right-of-way line of F.M. 2439;

THENCE crossing the 425.38 acre tract, with the northwest right-of-way line of F.M.
2439, the following five (5) courses and distances:

1. South 47°51'14" West, a distance of 149.23 feet to a TxDOT Type II disk found;
2. South 42°43'35" West, a distance of 401.81 feet to a TxDOT Type II disk found;
3. South 48°06'50" East, a distance of 3.50 feet to a 1/2" rebar with cap set;

4. South 41°52'45" West, a distance of 389.25 feet to a 1/2" rebar with cap set for a point of curvature;

5. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 7°29'35", an arc length of 383.15 feet, and a chord which bears South 38°09'58" West, a distance of 382.88 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the southwest line of the said 425.38 acre tract, also being in the northeast line of the said 160 acre;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 160 acre tract, the following four (4) courses and distances:

1. With a curve to the left, having radius of 2929.79 feet, a delta angle of 01°40'21", an arc length of 85.52 feet, and a chord which bears South 33°35'26" West, a distance of 85.52 feet to a TxDOT Type II disk found;

2. South 39°45'01" West, a distance of 551.11 feet to a calculated point;

3. South 36°51'59" West, a distance of 703.47 feet to a TxDOT Type II disk found;

4. South 47°04'26" West, a distance of 315.41 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the northeast line of the said 1 acre tract;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 1 acre tract, the following two (2) courses and distances:

1. South 47°05'19" West, a distance of 165.17 feet to a calculated point;

2. South 48°02'07" West, a distance of 43.80 feet to the **POINT OF BEGINNING**, containing 855.285 acres of land, more or less.

**PART 1, 9.123 ACRE SAVE & EXCEPT PARCEL**

**BEGINNING** at a 1/2" rebar with plastic "RPLS 1847" cap found in the interior of the 464.870 acre tract, being the southeast corner of the said 9.123 acre tract, from which a found corner fence post of an 8' game fence at an interior corner in the southwest line of the 464.870 acre tract, same being the north corner of the 82.17 acre, bears South 33°35'28" East, a distance of 74.52 feet, also from which a found corner fence post of an 8' game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of the 80.17 acre tract, bears South 33°35'28" East, a distance of 74.52 feet, and South 43°31'39" West, a distance of 1186.42 feet;

**THENCE** crossing the interior of the 464.870 acre tract, the following eight (8) courses
and distances:

1. South 70°44'34" West, a distance of 418.79 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

2. North 25°59'19" West, a distance of 220.18 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

3. North 08°41'57" West, a distance of 375.09 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

4. North 53°35'29" East, a distance of 211.87 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

5. North 75°38'16" East, a distance of 443.47 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

6. South 29°55'42" East, a distance of 268.08 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;

7. South 23°04'57" West, a distance of 377.19 feet to a 1/2" rebar found;

8. South 23°16'20" West, a distance of 94.71 feet to the POINT OF BEGINNING, containing 9.123 acres of land, more or less.

PART 1, 5.036 ACRE SAVE & EXCEPT PARCEL

COMMENCING at a 1/2" rebar with cap set at the east corner of the said 70.00 acre tract, same being in the southwest line of the said portion of 425.38 acres, also being the north corner of a 160 acre tract described in a deed of record in Volume 192, Page 368 of the Deed Records of Hays County, Texas, from which a 1/2" rebar with aluminum cap found bears South 46°41'01" East, a distance of 3014.54 feet, and a nail with shiner in a fence post found bears North 46°41'01" West, a distance of 3890.59 feet;

THENENCE North 83°36'04" West, crossing the 70.00 acre tract, a distance of 820.34 feet to a 1/2" rebar with cap set for the south corner of the herein described tract, and the POINT OF BEGINNING hereof, from which a 1/2" rebar with plastic "Chaparral Boundary" cap found in the southwest line of the 70.00 acre tract, same being at the north corner of a 160.033 acre tract described in a deed of record in Volume 3087, Page 318 of the Deed Records of Hays County, Texas, also being at the east corner of a 464.870 acre tract described in a deed of record in Volume 3122, Page 356 of the Deed Records of Hays County, Texas, bears South 3°10'59" West, a distance of 412.73 feet;

THENENCE continuing across the 70.00 acre tract and the portion of 425.38 acres, the following five (5) courses and distances:
1. North 29°13'22" West, a distance of 472.71 feet to a 1/2" rebar with cap set;

2. North 82°34'58" East, at a distance of 453.25 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 485.81 feet to a 1/2" rebar with cap set;

3. South 63°31'14" East, a distance of 293.44 feet to a 1/2" rebar with cap set;

4. South 9°27'27" East, a distance of 120.44 feet to a 1/2" rebar with cap set;

South 67°04'18" West, at a distance of 40.80 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 579.16 feet to the POINT OF BEGINNING, containing 5.036 acres of land more or less.

PART 2, 5.112 ACRES

BEGINNING at a 1/2" rebar with plastic "Chaparral Boundary" cap found in the northeast line of the said 5.35 acre tract, at a south corner of the 160.033 acre tract, same being in the northwest right-of-way line of F.M. 2439;

THENENCE crossing the 5.35 acre tract with the northwest right-of-way line of F.M. 2439, the following two (2) courses and distances:

1. South 48°02'07" West, a distance of 169.34 feet to a TxDOT Type II disk found;

2. With a curve to the right, having a radius of 2160.65 feet, a delta angle of 10°09'27", an arc length of 383.04 feet, and a chord which bears South 48°29'42" West, a distance of 382.54 feet to a TxDOT Type II disk found in the southeast line of the 5.35 acre tract;

THENENCE continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 5.35 acre tract, the following two (2) courses and distances:

1. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 1°01'56", an arc length of 33.69 feet, and a chord which bears South 59°31'17" West, a distance of 33.69 feet to a concrete highway monument found;

2. South 59°53'31" West, a distance of 112.98 feet to a 3/4" iron pipe found at the south corner of the 5.35 acre tract, same being an east corner of the 160.033 acre tract;

THENENCE with the common line of the 5.35 acre tract and the 160.033 acre tract, the following three (3) courses and distances:
1. North 33°52'16" West, a distance of 330.54 feet to a 1/2" rebar with plastic cap found;

2. North 51°45'57" East, a distance of 615.42 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

3. South 48°10'03" East, a distance of 322.09 feet to the POINT OF BEGINNING, containing 5.112 acres of land, more or less.

PART 3, 60.294 ACRES

BEGINNING at a TxDOT Type II disk found at a point of curvature in the southeast right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), same being a point of curvature in the northwest line of the said 55.400 acre tract;

THENCE with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following two (2) courses and distances:

1. North 47°04'30" East, a distance of 287.89 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

2. South 89°22'13" East, a distance of 31.54 feet to a 1/2" rebar with plastic "PBS&J" cap found in the southwest right-of-way line of Centerpoint Road (County Road No. 234, right-of-way width varies);

THENCE with the southwest right-of-way line of Centerpoint Road, same being the northeast line of the 55.400 acre tract, the following two (2) courses and distances:

1. South 45°44'53" East, a distance of 777.45 feet to a 1/2" rebar with plastic "PBS&J" cap found;

2. South 45°3'51" East, a distance of 48.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of the 55.400 acre tract, same being in the northwest right-of-way line of the Union Pacific Railroad (212' right-of-way width), described in Volume 2056, Page 535 of the Official Public Records of Hays County, Texas;

THENCE South 46°38'59" West, with the northwest right-of-way line of the Union Pacific Railroad, same being the southeast line of the 55.400 acre tract, a distance of 2607.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the south corner of the 55.400 acre tract, same being in the northeast line of a 17.86 acre tract described in a deed of record in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'58" West, with the southwest line of the 55.400 acre tract, same being the northeast line of the said 17.86 acre tract, a distance of 1095.36 feet to a 1/2" rebar with aluminum "TxDOT" cap found at the north corner of the 17.86 acre tract,
same being the west corner of the 55.400 acre tract, also being in the curving southeast right-of-way line of F.M. 2439;

**THENCE** with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following four (4) courses and distances:

1. With a curve to the right, having a radius of 5689.65 feet, a delta angle of 00°40′04″, an arc length of 66.31 feet, and a chord which bears North 46°04′22″ East, a distance of 66.31 feet to a 1/2″ rebar with plastic “Chaparral Boundary” cap found;

2. North 46°24′24″ East, a distance of 846.88 feet to a 1/2″ rebar with plastic “Chaparral Boundary” cap found;

3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 13°29′07″, an arc length of 440.14 feet, and a chord which bears North 53°08′57″ East, a distance of 439.13 feet to a 1/2″ rebar with plastic “Chaparral Boundary” cap found;

4. North 59°53′31″ East, a distance of 79.74 feet to a 1″ iron pipe found at a north corner of the 55.400 acre tract, same being the west corner of the said 4.894 acre tract;

**THENCE** continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 4.894 acre tract, the following three (3) courses and distances:

1. North 59°53′31″ East, a distance of 455.72 feet to a 1/2″ rebar with plastic “Chaparral Boundary” cap found;

2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 01°02′45″, an arc length of 35.60 feet, and a chord which bears North 59°30′17″ East, a distance of 35.60 feet to a TxDOT Type II disk found;

3. With a curve to the left, having a radius of 3677.11 feet, a delta angle of 02°53′50″, an arc length of 185.94 feet, and a chord which bears North 58°12′47″ East, a distance of 185.92 feet to a 1/2″ rebar with plastic “Chaparral Boundary” cap found at the north corner of the 4.894 acre tract, same being a west corner of the 55.400 acre tract;

**THENCE** continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, with a curve to the left, having a radius of 3677.11 feet, a delta angle of 03°23′46″, an arc length of 217.96 feet, and a chord which bears North 55°03′59″ East, a distance of 217.93 feet to the **POINT OF BEGINNING**, containing 60.294 acres of land, more or less.
Subtracting the Save & Except acreage of 9.123 acres and 5.036 acres from the Part 1 Gross acreage of 855.285 acres, and adding the Part 2 acreage of 5.112 acres and the Part 3 acreage of 60.294 acres creates a Net acreage of 906.532 acres.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachments: Drawing 500-003-ZN3. Caps placed on set rebars are plastic, stamped “Chaparral Boundary”.

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848

LEGEND
- 1/2" REBAR FOUND
- 1/2" REBAR WITH PLASTIC "CHAPARRAL BOUNDARY" CAP FOUND
- "RPLS 1847" 1/2" REBAR WITH PLASTIC "CAP FOUND"
- "CHAP" 1/2" REBAR WITH PLASTIC "CHAPARRAL BOUNDARY" CAP FOUND
- "ALUM" 1/2" REBAR WITH ALUMINUM "TDOT" CAP FOUND
- "CAP" 1/2" REBAR WITH PLASTIC CAP FOUND
- PBS&J 1/2" REBAR WITH PLASTIC "PBS&J" CAP FOUND
- BYRN 1/2" REBAR WITH PLASTIC "BYRN" CAP FOUND
- IRON PIPE FOUND (SIZE NOTED)
- TxDOT TYPE II DISK FOUND
- CONC. HIGHWAY MON. FOUND
- CALCULATED POINT
- FENCE POST FOUND
- TREE FOUND (DESCRIPTION NOTED)

BEARING BASIS: GRID AZIMUTH FOR TEXAS SOUTH CENTRAL ZONE STATE PLANE COORDINATES, BASED ON GPS SOLUTIONS.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 500-003-ZN3

DATE OF SURVEY: 11/26/2007
PLOT DATE: 7/08/2008
DRAWING NO.: 500-003-ZN3
PROJECT NO.: 500-003
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272.027 ACRES
CARMA PASO ROBLES LLC.
3144/658

117.47 ACRES
THE FIRST BAPTIST CHURCH OF SAN MARCOS, TEXAS
1685/549

40.00 ACRES
MASTER'S SCHOOL OF SAN MARCOS, INC.
1960/545

5.036 ACRES
PART 1 SAVE AND EXCEPT PARCEL
PORTION OF 70.00 ACRES
WALTER KENNETH BARNES, ET AL.
9908734 &
PORTION OF 425.38 ACRES
THE BARNES RANCH FAMILY LIMITED PARTNERSHIP
CONVEYED 2211/789
DEscribed 194/320

PART 1 GROSS ACREAGE: 855.285 ACRES
PART 1 SAVE & EXCEPT PARCEL: 9.123 ACRES
PART 1 SAVE & EXCEPT PARCEL: 5.036 ACRES
PART 2 ACREAGE: 5.112
PART 3 ACREAGE: 60.294
PARTS 1, 2 & 3 NET ACREAGE: 906.532 ACRES

PART 1 GROSS
855.285 ACRES
70.00 ACRES
WALTER KENNETH BARNES, ET AL.
9908734

DATE OF SURVEY: 11/26/2007
PLOT DATE: 7/08/2008
DRAWING NO.: 500-003-ZN3
PROJECT NO.: 500-003
SHEET 8 OF 11
McCARTY LANE
(R.O.W. WITH VARIES)

272.027 ACRES
CARMA PASO ROBLES LLC.
3144/658

117.47 ACRES
THE FIRST BAPTIST
CHURCH OF SAN
MARCOS, TEXAS
1685/549

NATHANIEL HUBBARD
SURVEY NO. 35,
ABSTRACT NO. 230

(NO ACREAGE LISTED IN DEED)
HEROLD ABEL, JR., ET UX.
542/593

ACRES
AND EXCEPT

70.00 ACRES
+ BARNES, ET AL.
734 &
425.38 ACRES
CH FAMILY LIMITED
ERSHIP
2211/789
) 194/320
" SHEET 10"

PART 1 GROSS
855.285 ACRES

PORTION OF 425.38 ACRES
THE BARNES RANCH FAMILY
LIMITED PARTNERSHIP
CONVEYED 2211/789
DESCRIBED 194/320

PORTION OF 160 ACRES
GRADY H. REED AND
MARGIE REED
192/368

DATE OF SURVEY: 11/26/2007
PLOT DATE: 7/08/2008
DRAWING NO.: 500-003-ZN3
PROJECT NO.: 500-003
SHEET 9 OF 11
Appendix VI
Project Vision

Project Vision

Paso Robles has been carefully crafted around a Tuscan Winery-inspired resort living concept. Paso Robles’ location itself, with the Texas Hill Country’s rolling terrain, lends to the vision of the community; a predominately active adult community, creating a landscape comparable to wine country landscapes of Italy and California blended with traditional Hill Country charm. This is a vision of community identity based on a blend of unique architectural presence and the intrinsic beauty of the land. The community will combine a distinctive collection of tasteful amenities and homes unified by open space and plenty of recreational opportunities. It is intended that the integrated architectural theme of Paso Robles will incorporate a variety of old world textures with the same materials, to offer interest and create hierarchy with a mix of rustic and contemporary design details. Earth based material and wood will create a sense of warmth, while strong geometry and forms will tie Old World and New. Open space is a fundamental component of the attraction of the hill country and Paso Robles will provide abundant community open space in the forms of hiking and biking trails, both manicured and primitive; linear parks that preserve the appeal of the hill country’s rolling terrain, native vegetation, and natural beauty; neighborhood parks which will serve as quaint gathering spaces and low impact recreation; and a community center that will integrate the community’s first class architecture with the serene magnificence of the outdoors and serving as the focal point of the community.
Appendix VII
Code Modification Comparison Table
Chapter 4  ZONING REGULATIONS

Section 4.2.2.6  GC, General Commercial District
(a) The GC, General Commercial District is intended to provide locations for limited (light) commercial and service-related establishments, such as wholesale product retail, automotive supply stores, veterinary services, and other similar limited commercial uses. The commercial uses within this district will have operational characteristics that are generally compatible with the OC, Community Commercial District. 

(b) Authorized Uses. Permitted and conditional uses, as authorized in the Land Use Matrix in Article 3, Division 1 of this Chapter. Accessory uses as authorized in this PDD.

(c) Additional Area, Building and Height Requirements
Minimum Lot Area: a. 3,630 square feet per dwelling unit over three, plus as much additional lot area as necessary to achieve the applicable minimum lot width. 
Minimum Lot Width: a. 90 feet. 
Minimum Lot Height: a. 30 feet. 
Minimum Lot Rear Yard: a. 90 feet. 
Maximum Overhang: a. 10 feet. 
Maximum Total Floor Area: a. 140 square feet per dwelling unit. 
Height Limitation: a. Any building shall not exceed 30 feet as measured from the street baseline.

Section 4.3.1.1  Mixed Use

(b) Purpose. The MX, Mixed Use District, is intended to provide a transition area between the higher density residential uses and the lower density commercial uses. This district should be located adjacent to a major thoroughfare and may serve as a buffer between low or medium density residential development and nonresidential development or high-traffic roadways.

(b) Authorized Uses. Permitted and conditional uses, as authorized in the Land Use Matrix in Article 3, Division 1 of this Chapter. Accessory uses as authorized in this PDD.

(c) Additional Area, Building and Height Requirements
Minimum Lot Area: a. 1,800 square feet per dwelling unit over three, plus as much additional lot area as necessary to achieve the applicable minimum lot width. 
Minimum Lot Width: a. 200 feet. 
Minimum Lot Height: a. 200 feet. 
Minimum Lot Rear Yard: a. 100 feet. 
Maximum Overhang: a. 20 feet. 
Maximum Total Floor Area: a. 70 square feet per dwelling unit. 
Height Limitation: a. Any building shall not exceed 200 feet as measured from the street baseline.
Paso Robles

Code modification comparison table

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Prior to Modification</th>
<th>Post Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Rear Yard:</td>
<td>Ten feet</td>
<td>Minimum Rear Yard: per Section E. 1. or E. 2. below</td>
</tr>
<tr>
<td>Accessory buildings</td>
<td>Ten feet</td>
<td>Accessory buildings shall be in rear of the main building</td>
</tr>
<tr>
<td>Minimum Side Yard, Interior</td>
<td>Five feet</td>
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</tr>
<tr>
<td>Parking area or garage</td>
<td>Ten feet</td>
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</tr>
<tr>
<td>Additional Requirements</td>
<td>See Table III-4</td>
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</tr>
</tbody>
</table>

Section 4.2.1.6  SF-4.5, Single-Family District

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<td>Minimum Lot Area:</td>
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</tr>
<tr>
<td>Minimum Lot Width:</td>
<td>100 feet</td>
<td>Minimum Lot Width: 120 feet</td>
</tr>
<tr>
<td>Minimum Lot Frontage:</td>
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Section 4.2.1.6  MU, Mixed Use District

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<td>MU, Mixed Use District</td>
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<td>Additional Requirements</td>
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<td>See Table 4.1.6.1.</td>
</tr>
</tbody>
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PDD's Mixed Use Base Zoning District

Chapter 4  ZONING REGULATIONS

Section 4.2.1.6  MU, Mixed Use District

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Section 4.2.1.6  SF-4.5, Single-Family District

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Section 4.2.1.6  MU, Mixed Use District

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PDD's Mixed Use Base Zoning District

Chapter 4  ZONING REGULATIONS

Section 4.2.1.6  MU, Mixed Use District

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<tr>
<td>Additional Requirements</td>
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<td>See Table 4.1.6.1.</td>
</tr>
</tbody>
</table>
Minimum Lot Rear Yard: Five feet, with an additional two feet required for each storage structure above 24 feet, up to a maximum setback of 25 feet; there shall be no encroachment or overhanging the required rear yard. Additional requirements:  

- Minimum setbacks for the rear of the building shall be determined in accordance with Environmental Performance Zone E-3. 
- The front facade of the principal building shall be oriented towards Hunter Road or Centerpoint Road, as appropriate. 
- Landscape buffering shall be provided for all off-site parking and storage structures. 
- A minimum of 40% of the front facade of the building shall consist of window/window displacement. 
- Exterior materials shall be selected in accordance with Table 4.1.6.1 "Comparison Table" provided with PDD. 
- Accessory buildings shall be classified as permitted either by lot size or for mixed-use properties, and subject to Planning Commission approval. 
- The non-commercial portions of the property shall be classified as permitted either by lot size or for mixed-use properties, and subject to Planning Commission approval. 

Minimum Lot Width: 

- Corner: 7,500 square feet 
- Corner: 7,500 square feet 

Minimum Side Yard, Interior: 

- Corner: 7,500 square feet 
- Corner: 7,500 square feet 

Permitted and conditional uses, as authorized in Table III-3. MU Land Use Matrix. Accessory uses as per this PDD.
Impervious Cover Limitations

1. Impervious Cover Limitations - Residential. Impervious cover for developments within the Edwards Aquifer Zone shall not exceed the standards in Article 2 of the Chapter. Impervious cover limitations - Within City limits, the impervious cover allowed on a lot, parcel or tract shall be in accordance with the standards regarding impervious cover in Chapter 4, Article 2.

(a) Impervious Cover Limitations - Residential. Impervious cover in subdivisions (a), (b) and (c) of this Section shall be constructed on maximum limitations on impervious cover, except as otherwise provided in this Land Development Code. Impervious cover on a development site subject to the limitations in subdivisions (a), (b) or (c) may be further limited if the site contains a mixture of uses that would suggest a lower impervious cover than 20%, as identified in the Technical Manual for Chapter 4.

(b) Impervious Cover Limitations - Commercial. Impervious cover on a commercial site shall be calculated at time of final plat based upon the average impervious cover for each S.F. lot. Overall impervious coverage shall be calculated at time of plat approval upon the average impervious coverage for single family lots as per Table III-4 and actual areas for other impervious areas.

(c) Impervious Cover Limitations - Existing Uses. The type of all impervious cover that may be developed on a site in the recharged area shall not exceed the following percentages of the gross area of the site based on the site size on October 1, 2021. Additional impervious cover limitations apply to those areas of the development site that are located within a water quality zone, buffer zone or a sensitive feature protection zone.

TABLE I-J:

<table>
<thead>
<tr>
<th>Size of Site</th>
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<tr>
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<tr>
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2. Impervious Cover Limitations - Erosible Soils. The impervious cover standards in subsections (a), (b) and (c) of this Section shall be construed as maximum limitations on impervious cover, except as otherwise provided in this Land Development Code. Impervious cover on a development site subject to the limitations in subsections (a), (b) or (c) may be further limited if the site contains a mixture of uses that would suggest a lower impervious cover than 20%, as identified in the Technical Manual for Chapter 4.

3. Impervious Cover Limitations - Mixed Use Base District Regulations. The entire property area located inside the Edwards Aquifer Recharge Zone within the Mixed Use base district shall be considered as a whole for impervious calculation purposes. The impervious area located inside the Edwards Aquifer Recharge Zone shall be calculated as a whole and not separately calculated for each zoning district contained within the Edwards Aquifer Recharge Zone.

4. Impervious Cover Limitations - General Commercial Base District Regulations. The entire property area located inside the Edwards Aquifer Recharge Zone within the General Commercial base district shall be considered as a whole for impervious calculation purposes. The impervious area located inside the Edwards Aquifer Recharge Zone shall be calculated as a whole and not separately calculated for each zoning district contained within the Edwards Aquifer Recharge Zone.

5. Impervious Cover Limitations - Commercial Farm. The entire property area located inside the Edwards Aquifer Recharge Zone within the Commercial Farm base district shall be considered as a whole for impervious calculation purposes. The impervious area located inside the Edwards Aquifer Recharge Zone shall be calculated as a whole and not separately calculated for each zoning district contained within the Edwards Aquifer Recharge Zone.

6. Impervious Cover Limitations - Residential. Impervious cover in subdivisions (a), (b) and (c) of this Section shall be constructed on maximum limitations on impervious cover, except as otherwise provided in this Land Development Code. Impervious cover on a development site subject to the limitations in subdivisions (a), (b) or (c) may be further limited if the site contains a mixture of uses that would suggest a lower impervious cover than 20%, as identified in the Technical Manual for Chapter 4.

7. Impervious Cover Limitations - Commercial. Impervious cover on a commercial site shall be calculated at time of final plat based upon the average impervious cover for each S.F. lot. Overall impervious coverage shall be calculated at time of plat approval upon the average impervious coverage for single family lots as per Table III-4 and actual areas for other impervious areas.

8. Impervious Cover Limitations - Existing Uses. The type of all impervious cover that may be developed on a site in the recharged area shall not exceed the following percentages of the gross area of the site based on the site size on October 1, 2021. Additional impervious cover limitations apply to those areas of the development site that are located within a water quality zone, buffer zone or a sensitive feature protection zone.

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11. Impervious Cover Limitations - General Commercial Base District Regulations. The entire property area located inside the Edwards Aquifer Recharge Zone within the General Commercial base district shall be considered as a whole for impervious calculation purposes. The impervious area located inside the Edwards Aquifer Recharge Zone shall be calculated as a whole and not separately calculated for each zoning district contained within the Edwards Aquifer Recharge Zone.

12. Impervious Cover Limitations - Commercial Farm. The entire property area located inside the Edwards Aquifer Recharge Zone within the Commercial Farm base district shall be considered as a whole for impervious calculation purposes. The impervious area located inside the Edwards Aquifer Recharge Zone shall be calculated as a whole and not separately calculated for each zoning district contained within the Edwards Aquifer Recharge Zone.

13. Impervious Cover Limitations - Residential. Impervious cover in subdivisions (a), (b) and (c) of this Section shall be constructed on maximum limitations on impervious cover, except as otherwise provided in this Land Development Code. Impervious cover on a development site subject to the limitations in subdivisions (a), (b) or (c) may be further limited if the site contains a mixture of uses that would suggest a lower impervious cover than 20%, as identified in the Technical Manual for Chapter 4.

14. Impervious Cover Limitations - Commercial. Impervious cover on a commercial site shall be calculated at time of final plat based upon the average impervious cover for each S.F. lot. Overall impervious coverage shall be calculated at time of plat approval upon the average impervious coverage for single family lots as per Table III-4 and actual areas for other impervious areas.

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<td>1 acre or less</td>
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<tr>
<td>Size of Site</td>
<td>Impervious Cover Limit</td>
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<tr>
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</table>

21. Impervious Cover Limitations - Erosible Soils. The impervious cover standards in subsections (a), (b) and (c) of this Section shall be construed as maximum limitations on impervious cover, except as otherwise provided in this Land Development Code. Impervious cover on a development site subject to the limitations in subsections (a), (b) or (c) may be further limited if the site contains a mixture of uses that would suggest a lower impervious cover than 20%, as identified in the Technical Manual for Chapter 4.
Section 6.1.1.4. Required Landscape Area Standards

A. Establishment of Minimum Percentages. The percentage of the land area of properties on which development, construction or reconstruction occurs after the effective date of this Article from which this Article derives shall be devoted to landscape in accordance with the following schedule; provided, however, that the requirement shall not apply

1. Residential streets, which are located between a residential lot and the street, shall be planted prior to issuance of the certificate of occupancy.

2. All on-premises freestanding signs are subject to the following:

   a. Permanent on-premises freestanding signs are subject to the following standards:

      i. The number of these signs not to exceed the number of driveways including CEVMs, except as modified here.

      ii. Accent wall

      iii. A water feature with a maximum of 1,250 square foot basin and an appropriate and efficient water source

      iv. A water feature with an appropriate and efficient water source

      v. A water feature with a maximum of 1,250 square foot basin and an appropriate and efficient water source

      vi. Hardscape and decorative paving

   b. Monumentation within right-of-way

      i. Monuments in Frosty Mountain Stone, masonry, concrete or other material suitable for the design

      ii. Monumentation in Frosty Mountain Stone, masonry, concrete or other material suitable for the design

      iii. Monumentation in Frosty Mountain Stone, masonry, concrete or other material suitable for the design

      iv. Landscape and irrigation

      v. Landscape and irrigation

      vi. Landscape and irrigation

   c. After hours lighting shall begin no later than one-half hour after closing to the public or closing of normal operations. After hours lighting for the Community Center shall be limited to meeting the existing conditions having due regard for connecting streets, circulation of traffic and public safety.

Section 6.2.1.2. Off-Site Placement of Signage

A. Applications - Sign placement shall not exceed the minimums specified in district lighting

B. Property located within a single family zoned district and used for a single-family residence

C. Requirement - After hours lighting shall begin no later than one-half hour after closing to the public or closing of normal operations. After hours lighting for the Community Center shall be limited to meeting the existing conditions having due regard for connecting streets, circulation of traffic and public safety.

Section 6.2.1.3. Removal of Signage

A. Requirement - After hours lighting shall begin no later than one-half hour after closing to the public or closing of normal operations. After hours lighting for the Community Center shall be limited to meeting the existing conditions having due regard for connecting streets, circulation of traffic and public safety.
Section 7.4.2.1 General Requirements for Alleys

(a) Arrangement of Streets Not Shown on the Thoroughfare Plan. For streets that are not shown on the City’s Thoroughfare Plan, such as local residential streets, the arrangement of streets is left to the discretion of the developer. However, streets shall be designed in accordance with the following requirements:

(i) A minimum of 15 feet of right-of-way and 10 feet of pavement.

(ii) One-way streets may be provided in the near future by the City Engineer.

(iii) One-way streets may only be provided in the near future if the developer has a plan for one-way street congestion management, including provision of adequate alternative access for emergency vehicles.

(b) Dead-end or "non-essential" alley shall be allowed but limited to appropriate locations and shall be subject to the City for review. Dead-end alleys shall have an inclusionary housing component, including one or more affordable units located in the near future.

(c) Arrangement of Streets Not Shown on the Thoroughfare Plan. For streets that are not shown on the City’s Thoroughfare Plan, such as local residential streets, the arrangement of streets within a subdivision shall include:

(i) A minimum of 15 feet of right-of-way and 10 feet of pavement.

(ii) One-way streets may be provided in the near future by the City Engineer.

(iii) One-way streets may only be provided in the near future if the developer has a plan for one-way street congestion management, including provision of adequate alternative access for emergency vehicles.

Section 7.4.2.2 General Design Standards for Alleys

(a) Approval Roads and Access. All neighborhoods with 75 or more lots shall have at least two points of vehicle access (primarily for emergency vehicles) and shall be connected with improved roadways to the City’s Thoroughfare system by one or more approach roads of the dimensions and standards hereinbelow forth. Requirements for dedication of right-of-way and improvement of approach roads may be increased depending upon the size or density of the proposed development, or if the need is demonstrated in traffic analysis.

(b) Access to Publicly Owned Property. Where a temporary dead-end alley situation is unavoidable, a temporary turnaround bulb or turnout onto a street, either of which will need a temporary easement for street or alley purposes, shall be provided as determined by the City Engineer.

(c) Street Crossings. Where streets are intersected by other streets, a crosswalk shall be provided at the point of intersection for the protection of pedestrians. Crosswalks shall be provided at all intersections of streets, including those where streets are intersected by driveways or alleys.

Section 7.4.3 Specific Requirements for Alleys

(a) Dead-end or "non-essential" alley shall be allowed but limited to appropriate locations and shall be subject to the City for review. Dead-end alleys shall have an inclusionary housing component, including one or more affordable units located in the near future.

(b) Arrangement of Streets Not Shown on the Thoroughfare Plan. For streets that are not shown on the City’s Thoroughfare Plan, such as local residential streets, the arrangement of streets within a subdivision shall include:

(i) A minimum of 15 feet of right-of-way and 10 feet of pavement.

(ii) One-way streets may be provided in the near future by the City Engineer.

(iii) One-way streets may only be provided in the near future if the developer has a plan for one-way street congestion management, including provision of adequate alternative access for emergency vehicles.
Section 7.3.4.4 Pavement Widths

Pavement widths shall be per roadways. Storm water retention or detention facilities shall be designed using materials from the Engineer or approved in accordance with Table 7.3.4.4.1 on a case-by-case basis, as approved by the Director of Development Services:

1. Roadway Grades and Horizontal Curves. Maximum and minimum street grades and horizontal curves will conform to standards set forth in the TCSS Manual.
2. Site Layout, Construction, and Drainage of Sidewalks. Sidewalks shall be provided in accordance with the Engineering Manual. Parking on streets shall be prohibited, except where approved by the Planning Commission. Sidewalks shall be per roadway sections in Exhibits III-6 thru III-10.
3. Storm Water Management. Storm water management facilities and equipment shall be installed in accordance with the plan approved by TCEQ. Recharge and Contributing Zones of the Edwards Aquifer will adhere to a minimum of 85% TSS removal on an overall basis, and no project will be approved in construction until the required TCEQ Edwards Aquifer Plans and City Plans are approved and a SWPPP is prepared.
Appendix VIII
Residential Architectural Standards
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DESIGNING LIVABLE COMMUNITIES AT PASO ROBLES

The following are some of the essential concepts and planning principles for creating more pedestrian friendly and livable communities in Paso Robles.

- A variety of dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges.
- The Community Centers and Golf Club House will provide many of the recreational needs of the residents and will be centrally located within Paso Robles and be very accessible to residents via sidewalks and bike paths, as well as by a variety of connecting local roadways.
- The streets within the neighborhood are often connected, but this traffic network will be designed very carefully to minimize cut-through as it will be very important to keep these streets as pedestrian friendly as possible.
- The streets are the key to neighborhood design; streets are relatively narrow and planted with shade trees. These features slow down traffic and create an environment that favors the pedestrian and encourages bicycling. Porches or entry porticos on the houses are encouraged and will make a big difference to pedestrian scale and add interest to the street.
- Rear and side elevations of homes that face common areas, open space with trail system areas and golf course areas shall be treated with the same attention as front elevations. Offsets on the floor plan, roof line variation, variation in wall heights, covered patios and window and door treatments will be encouraged by the DRB.
- Some internal village streets may have housing on one side of the street facing an open space amenity similar to older downtown communities.
- Homes on Open Space with no R.O.W. may be serviced by a street, alley or private drive.
- A maximum of two lots may be consolidated for the purpose of constructing a single building.
- Buildings on corner lots shall be sited and designed so that they present attractive elevations to both streets. Building and landscape elements, house massing, wrap-around porches, façade compositions and other design strategies should be employed.
The Paso Robles Community was designed in the Hill Country theme. Architecture which reflects this theme is encouraged, whether in the many versions of historical Texas Hill Country architecture, the architecture of French Provence, Tuscany or the coastal hill country of the Mediterranean.

The architectural standards are established so that Paso Robles may enjoy a level of consistency from one house to the next and benefit from the natural advantages of its location. While Paso Robles does not limit the architecture within the community to specific architectural styles, it is important that each home represent a clearly defined style of architecture and remain true to the elements, forms, rooflines and details of the intended style.

- Homes shall have elevated front porches or porticos.
- Front setbacks that vary from 2' to 6' from home to home and a variation of lot widths within each section, block or street will be encouraged to improve the street scene and to create more pedestrian friendly streets.
- Detached garages can be utilized.
- Garages with second-level granny flats will be permitted.
- Granny flat and primary structure shall be on single service meter.
- Corner units shall present a "front" façade to both streets. Wrap around corner porches are encouraged on corner lots.
- Landscaping on a corner lot shall also present a "front" façade treatment to both streets.
- Diversity in housing types will be encouraged.
- Main building entrances or individual unit entrances shall be well lit and easily accessible.
- Pool and A/C equipment on corner lots must be located on interior side property line.
- Trash and waste containers shall be located within the garage and/or an area in the rear yard screened from the public view.
- More than three materials will be discouraged for a single building. Materials and colors shall not stop at an outside edge but rather terminate in an inside corner or should coincide with the overall massing of the design.
- When more than 12 inches of foundation is visible exposed foundation should be provided with masonry, painted or finished with stucco.
- Roof colors, patterns and materials must vary with the architectural styles resulting in diversity in the street scene.
- A separation of at least four lots should be maintained for repeating models unless the architectural style or the color palate is varied.
- Diversity in the street scene will be encouraged. Not more than 25% of homes within a block should be of the same model, architectural style and color palate.
- No glass block will be permitted on walls adjacent to a right-of-way.
- Window banding must wrap into jambs, headers and sills with continuous paint color or material. Window treatments shall be applied to all four elevations of the homes, not just to front elevations.
- Garage tandem parking will be permitted.
- Fences and privacy walls will be permitted, subject to the review and approval of the design review board.
- Accessory buildings, if built, shall be subject to these same principles.
ARCHITECTURAL STYLES

The styles of the homes in Paso Robles should reflect the regional traditions of architecture associated with Central Texas Hill Country. The following styles are permitted, these should not be seen as limitations but, rather, as references.

- **French Eclectic**
  - French Eclectic homes combine a variety of French influences

- **Georgian**
  - Square, symmetrical shape
  - Paneled front door at center
  - Decorative crown over front door
  - Flattened columns on each side of door
  - Five windows across front façade
  - Paired chimneys
  - Medium-pitched roof
  - Minimal roof overhang

- **Adam**
  - Low-pitched roof, or flat roof with a balustrade
  - Windows arranged symmetrically around a center doorway
  - Semicircular fan light over the front door
  - Decorative crown or roof over front door
  - Tooth-like dentil moldings in the cornice
  - Palladian window
  - Circular or elliptical windows
  - Shutters
  - Decorative swags and garlands
  - Oval rooms and arches

- **Craftsman**
  - Wood, stone or stucco siding
  - Low-pitched roof
  - Wide eaves with triangular brackets
  - Exposed roof rafters
  - Porch with thick square or round columns
  - Stone porch supports
  - Exterior chimney made with stone
  - Numerous windows
    - Some with stained or leaded glass
PASO ROBLES - Residential Architectural Standards

- Spanish Eclectic Architectural Characteristics
  - Low-pitched red barrel tile roof
  - Asymmetrical facade
  - Wall surface usually smooth stucco, may include stone and or wood
  - Elaborated chimney tops, often with small tilted roofs
  - Towers, round or square
  - Stucco or tile decorative vents
  - Arches above doors, principal windows, or beneath porch roofs

- Modern Spanish Eclectic: Residential
  - Balconies, open or roofed with wood or iron railings
  - Decorative doors, minimum raised panels
  - Decorative iron sconces, door knockers, etc.
  - At least one secondary gable or hip roof element
  - Large focal window
  - Tall narrow windows
• **Italianate** Architectural Characteristics:
  - Hipped roof of low pitch (occasionally flat or gabled)
  - Recessed porches with decorative treatment
  - Wide overhanging eaves supported by decorative brackets
  - Arches above doors, first-story windows, or porches
  - Symmetrical facade
  - Entry area accentuated by small classical columns or pilasters
  - Upper story windows smaller and less elaborate than windows below
  - Quoin projections of accent material or color, i.e. cultured stone and or contrasting color
  - Windows with decorative pediments
  - Italian Renaissance style balustrade
  - Barrel tile roof covering
  - Stucco
  - Pronounced moldings and details
  - At least one secondary gable or hip roof element
PASO ROBLES - Residential Architectural Standards

- Mission Architectural Characteristics:
  - Red barrel tile roof
  - Wall surface usually smooth stucco
  - Shaped Mission dormer or roof parapet
  - Widely overhanging eaves; usually open (not boxed)
  - Exposed rafters
  - Porch roofs supported by large square piers, commonly arched above
  - Quartrefoil window, round or clover shaped

- Modern Mission:
  - Tile roof cantilevered from wall surface
  - Tower
  - Arcaded entry porch in one smooth plane
  - Prominent arches above windows
  - Decorative sconces
  - Decorative iron work
  - At least one secondary gable or hip roof element

MODERN MISSION: RESIDENTIAL

Paso Robles
COMMON ARCHITECTURAL ELEMENTS
Common architectural materials should be utilized throughout Paso Robles to provide continuity that will help create the sense of place being developed within Paso Robles. Although buildings may vary with style, the design should support a unified area image rather than be singular to a specific building. Elements and materials not described below will be evaluated individually by the DRB, provided they are consistent with the corridors theme, character, and quality. Roof pitches, windows, columns and other details appropriate for applicable regional styles can be found and shall be consistent with those regional styles.

Exterior Finish Materials
All sides of a building shall be coherently designed and treated. A consistent level of detailing and finish is required for all sides of a building unless the building is not visible from public view.

Primary facades of all buildings shall be masonry, siding, stucco, or a balanced composite of these materials. EIFS material is only allowable as used on architectural accents and features. Finish textures shall be compatible with the architecture of the building.

The number of primary exterior materials shall be limited to three (not including architectural accent features, roofing materials and window glass). The dominant primary cladding material shall extend around the corner to a building massing break located not less than 10’ from the building corner or to coincide with natural terminations created by roof massing or similar architectural feature. Metal siding, and reflective, mirrored or unusually colored glass are not allowable.

Exterior Finish Colors
The color palette for Paso Robles is inspired by the colors found in the landscape or as commonly applied to a particular architectural style. Building colors will be selected to support the architectural theme and to promote a strong community image. In general, building materials having warm hues, such as earth tones and other warm natural colors, will be appropriate for all structures in Paso Robles. All proposed colors shall be submitted for approval to the DRB prior to construction. The following is a list of colors that are generally acceptable for expressed architectural features:

- Masonry: (Earth tones)
  - Reds
  - Browns
  - Light Tans
  - Natural Whites (stark whites are not allowable)

- Stucco:
  - Warm whites
  - Buffs
  - Beiges
  - Creams
  - Light Pastels

- Stone: Regionally Quarried colors are permitted so long as they are not garish in nature.

- Brick:
  - Earth tones
  - Warm natural colors

- Black is permitted for use as an accent color, but is not to be used as a primary building color. Refer to Color Inspiration this section for more information.
Roof Form
The form of the roof and the materials used on it create a significant part of the visual impact of a home, are critical in defining the architectural style of the home, and will be carefully reviewed by the DRB. Gable, hip and shed roofs of vernacular materials such as galvanized, weathered metal and raised seam are typical of hill country architecture, while gambrel, flat, mansard and A-frame roofs will not be encouraged. Large roof forms or long, uninterrupted ridge lines should be complemented with smaller forms, such as dormers or shed roofs. Roof pitch and overhang details are also a defining element of the architectural type. Roof pitches and overhang details will be reviewed to ensure compliance with the architectural style and intent.

Roof Materials
The following are permitted for use as primary roof materials in Paso Robles. All materials not listed below will be evaluated individually by the DRB, provided they are consistent with the project theme, character, and quality as described in the architectural vision.

- Concrete “S”, "Barrel" or "Flat" Tile
- Clay “S” or "Barrel" Tile
- Metal roofing systems are allowable if and where indicated by the architectural style and as approved by the DRB. Highly reflective metal roofing materials will be discouraged.
- Dimensional Asphalt shingles
- Wood shingles are prohibited roofing materials in all areas of Paso Robles.

Roof Colors
Roof colors shall be selected to complement the building exterior finish, and shall be a hue, tone or approved blend of the following. All materials not listed below will be evaluated individually by the DRC, provided they are consistent with the project theme, character, and quality as described in the architectural vision.

- Primary Roof Structure:
  - Earth tones (reds and browns)
  - Terra Cottas
  - Slate Grays
  - Approved blends of the above colors
- Accent Roofing:
  - Slate Grays
  - Natural metal, excluding galvanized finishes

Architectural Accent Features
Appropriately scaled architectural features create visual interest/add diversity to building facades and are encouraged. These features shall be painted a color complementary to the primary building façade. Metal or wrought iron features shall also be painted a color complementary to the building façade, unless a decorative finish is intended (e.g., patina). A galvanized finish is not allowable on any architectural feature.

Doors, Windows and Glass
Thoughtful design of the doors and windows incorporated into a building façade is pivotal to promoting a strong architectural presence from public view in a community. Doors and windows shall be designed to reinforce the architectural vision of Paso Robles and to be consistent with the architectural style of the home. All windows should be detailed with architectural elements such as projecting sills, pop-outs, lintels, etc.

The following are additional standards provided that they are consistent with the architectural style of the home:

Paso Robles
• Major architectural elements such as feature windows and front doors shall be recessed a minimum 6” from outermost point of building envelope. Secondary elements in public view shall be recessed a minimum 2”.
• Stone, cast stone, tile, synthetic foam and stucco accents around doors and windows.
• Covered entries and recessed openings at doorways.
• French doors on residential balconies.
• Sliding glass doors are permitted as long as doors facing public rights-of-way incorporate gridding.
• Integral mullions or decorative spacers are allowed in windows but must be approved by the DRB.
• Vinyl wrapped windows with or without pop-in mullions are encouraged.
• Window frame colors must blend with exterior material. Preferred colors are taupe, off-white/cream or brown.
• Windows shall be of clear glass or a lightly tinted glass of bronze, gray or smoke color.
• Windows shall have a maximum exterior visible reflectivity of 18%. Pink and blue glass is not permitted.
• The use of window awnings, overhangs, and shutters is encouraged. Materials and colors shall be the same or complementary to the exterior of the building.

Gutters and Down Spouts
Gutters and downspouts shall be used to control runoff from roof surfaces. They shall be incorporated into the building design as refined elements, and when pragmatic, should be placed at corners of buildings. Downspouts in Paso Robles shall incorporate splash guards.

All gutters and downspouts shall be painted to accent building facades, or they shall be copper and remain unpainted. Alternate materials will be evaluated individually by the DRB, provided they are consistent with the architectural style of the home.

Awnings
Awnings can serve as a unifying architectural element. Alternatives to awnings would include verandas, arcades and colonnades.

Awnings shall be designed in keeping with the following guidelines:
• The top of any awning or sign shall not extend above the first floor height.
• Important architectural details shall not be concealed by awnings, canopies, or marquees.
• Awning shapes shall relate to the shape of the façade’s architectural elements.
• The use of traditionally shaped awning is encouraged, although not limited to.
• Canvas and fire-resistant acrylic are preferred awning materials. The use of vinyl or plastic awning materials is not allowed.
• Awning color will be approved by the DRB. Bright or unusual colors will not be allowed.

Color Inspiration
The color palette for Paso Robles is inspired by the earth tones of the surrounding landscape and influenced by colors found in traditional architecture.

1. Primary – Predominant Color
2. Secondary – Awnings, Eaves
3. Accent 1 – Window Frames, Doors, Sills, Iron Work
4. Accent 2 – Tiles, Mosaics, Curtains, Planters
5. Roof Tile
PASO ROBLES - Residential Architectural Standards

CHARACTER IMAGES

Paso Robles

MASTER PLANNED COMMUNITY
PASO ROBLES  -  Residential Architectural Standards

Paso Robles

MASTER PLANNED COMMUNITY
ARCHITECTURAL PATTERNS

Source: “Traditional Construction Patterns” by Mouzon & Henderson

Don't use complicated forms. Too many gable, dormers, and roof breaks are expensive. Do keep massing simple. Composing a house of one or a few simple boxes saves money for more effective things like proper porch detailing, back porches, garden walls, or frontage fences.

Don't use horizontal window which do not reflect the proportions consistent with vernacular architecture. Do choose vertically proportioned or square windows which reflect more appropriate scaled human proportions.
Don't create vertical joints at outside corners between materials of different weight or walls with different colors. Do join materials and color in an authentic manner. Vertical joints between different materials and colors should occur only at inside corners.

Don't use disproportioned details or shapes or arches. Entry surrounds are a major part of the face of the building, and they should be detailed carefully according to the style of the building as one of its most expressive parts.

Don't use shutters that are either too narrow, short, or with the wrong radius. Do use shutters that are properly sized and of appropriate material. Shutters should be exactly one-half the width of the sash they are covering or may be 1/4 the width if they represent a folding shutter. Shutters should be louvered, paneled, or constructed of boards as appropriate to the style of the building.
Don't make the entablature too thick or too thin as in these variations on the two basic ways of doing it wrong. Do make sure the inside and outside faces of the architrave match the width of the top of the column shaft. The face of the entablature should always align with the face of the top of the column.

Don't leave out a visible porch beam. Do create an element which looks as if it is supporting the porch roof. The beam at the top of porch columns which supports the porch roof should be visible from both the inside and the outside of the porch.

Don't lay out columns so that their bases project beyond the masonry or other foundation below. Do detail the porch so that the face of column base projects no further than the masonry or other foundation below. Column bases should never protrude beyond the edge of the porch flooring.

Don't allow the eave overhang to conflict with the style of the building. Eave overhangs should be appropriate to the style of the building. This will usually be less than the 18" to 24" overhangs commonly used.
Don't make brackets, modillions and corbels too short. Do properly size brackets, modillions and corbels of all styles to extend to the back side of the fascia. Vernacular brackets should extend at least to the fascia, if not slightly beyond. Their height is often as great as their depth.

Don't use overlapping gables if they are not appropriate to the building style. Do use overlapping gables on appropriate styles. They should only be used when the smaller gable is part of a balcony, porch, or entrance or where stylistically appropriate.
Appendix IX
Declaration of Covenants, Conditions and Restrictions
for Royal Oaks Residential Community
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

ROYAL OAKS RESIDENTIAL COMMUNITY

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Title Data, Inc. ST 192.168.15.7 HA U257546.001
DEED RESTRICTIONS

OF

ROYAL OAKS RESIDENTIAL
COMMUNITY OWNERS ASSOCIATION, INC.
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ROYAL OAKS RESIDENTIAL COMMUNITY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
(“Declaration”) is made this 2 day of March, 2000, by ROYAL OAKS LAND
LIMITED PARTNERSHIP, a Delaware limited partnership (“Declarant”).

RECITALS

Declarant is the owner of the real property described in Exhibit A and Exhibit B attached
hereto, and Declarant currently intends to develop the same in one or more phases each to be
comprised of a coordinated residential community. Declarant is also the owner of certain real
property described in Exhibit C attached hereto which is adjacent to the Properties and which
Declarant intends to develop with one (1) golf course, tennis courts, an aquatic center, a spa and
sports club, a main clubhouse, and associated maintenance facilities as part of a private country
club, together with certain other amenities and facilities, as well as surface stormwater drainage
facilities serving all of the Properties. As part of the development of the Country Club Property,
Declarant intends to establish the Country Club and to accept members therein, subject to the
Club Rules. Purchasers of homes constructed upon the Properties may, in addition to others,
seek membership in the Country Club in accordance with the Club Rules.

This Declaration imposes upon the Properties mutually beneficial restrictions under a
general plan of improvement for the benefit of the owners of each portion of the Properties, and
establishes a flexible and reasonable procedure for the overall development, administration,
maintenance and preservation of the Properties. This Declaration also imposes certain
restrictions upon the Country Club Property as more particularly set forth hereinbelow.

Declarant hereby declares that all of the Properties and any additional property subjected
to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to
the following easements, restrictions, covenants, and conditions, which are for the purpose of
protecting the value and desirability of and which shall run with the Properties and shall, as
provided for herein, inure to the benefit of the owners from time to time of the Country Club
Property. This Declaration shall be binding on and shall inure to the benefit of all parties having
any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-
in-title, and assigns.
ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Area of Common Responsibility". The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

1.2 "Articles of Incorporation" or "Articles". The Articles of Incorporation of Royal Oaks Residential Community Owners Association, Inc., as filed with the Secretary of State of the State of Texas.

1.3 "Assessment". Assessments levied on all Lots subject to assessment under Section 10.7 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 10.1 and 10.3.

1.4 "Association". Royal Oaks Residential Community Owners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

1.5 "Board of Directors" or "Board". The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

1.6 "Builder". Any Person who purchases one or more Lots for the purpose of constructing improvements for later resale to third parties.

1.7 "By-Laws". The By-Laws of Royal Oaks Residential Community Owners Association, Inc., as they may be amended.

1.8 "Class "B" Control Period". The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.3 of the By-Laws.

1.9 "Club Bylaws". The bylaws adopted from time to time by the Declarant to govern the operation of the Country Club, as the same may be amended, supplemented, and modified from time to time.

1.10 "Club Rules". Shall have the meaning ascribed to it in the Club Bylaws, as the same may be amended, supplemented and modified from time to time.
1.11 "Common Area". All real and personal property which the Association owns, leases or otherwise holds possessory or use rights in, or which are otherwise beneficial, for the common use and enjoyment of the Owners and shall include, without limitation and regardless of whether owned by the Association or others, all fences or walls surrounding the exterior of the Properties, all monument signs, entry markers and landscaped areas at each entrance to the Properties, streets within the Properties, golf course lighting, bridges spanning rights-of-way, walkways and trails, guardhouses and gates, security systems, medians, esplanades, and parkways in and along Richmond Avenue, Kirkwood Drive, Meadowglen Lane, Royal Oaks Drive, Wilcrest, Bonnebridge, and Westpark (and any other streets along, or providing access to, or within the Properties, and all streets, street lights and utility facilities in or along said streets) and the Stormwater Drainage Facilities. The term "Common Area" shall also include the Exclusive Common Area, as defined below.

1.12 "Common Expenses". The actual and estimated expenses incurred or anticipated to be incurred by, and the liabilities of, the Association for the general benefit of the Properties, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs. Common Expenses shall include, however, costs incurred by the owner of the Country Club Property for the maintenance, repair, and replacement of the Stormwater Drainage Facilities even though the same are not owned by the Association, and any other expenses relating to the maintenance, repair, replacement, and operation of facilities within or about the Country Club Property which, in the opinion of the Board, benefit the Properties.

1.13 "Community-Wide Standard". The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties or as may be more specifically determined, from time to time, by the Board of Directors and the New Construction Committee and may include specific landscape maintenance standards set forth in landscape rules, which rules shall, in addition to other matters, require each Owner to maintain such Owner’s Lot in accordance with such landscape rules as may be adopted from time to time as part of the Community-Wide Standard.

1.14 "Country Club". The Royal Oaks Country Club established by the Declarant and which includes all of the Facilities (as defined in the Club Bylaws).

1.15 "Country Club Property". The real property, together with the Facilities (as defined in the Club Bylaws) constructed thereon, including, without limitation, the golf course, the aquatic center, the spa and sports club, and the main clubhouse, described on Exhibit C attached hereto, as the same may be amended and modified from time to time by the Declarant.

1.16 "Consumer Price Index". The United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Wage Earners and Clerical Workers, All Items Index, for the Greater Houston, Texas Metropolitan Statistical Area (1982=100). If such index is not available at any time a determination is to be made under this Declaration utilizing
the Consumer Price Index, the Board shall select such other index as may, in their discretion, reasonably approximate the same. Increases in the amount or costs of items to be calculated under this Declaration based upon increases in the Consumer Price Index shall be made upward in the same percentage as the percentage increase in the index in effect on the date hereof to that published most closely to the date of the effective date of the increase to be effected under this Declaration.

1.17 "Declarant". Royal Oaks Land Limited Partnership, a Delaware limited partnership, or any successor, successor-in-title, or assign who takes title to any portion of the Properties for the purpose of development and/or resale in the ordinary course of business and who is designated as the Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records of Real Property of Harris County, Texas.

1.18 "Design Guidelines". The architectural, design, and development guidelines and application and review procedures initially prepared by the Declarant and initially adopted by the New Construction Committee pursuant to Article XI and applicable to all portions of the Properties. The Design Guidelines may also include landscaping guidelines and maintenance procedures and criteria.

1.19 "Exclusive Common Area". A portion of the Common Area intended for the exclusive use or primary benefit of one or more of the Lots, as more particularly described in Article II.

1.20 "Golf Course Lot". Each Lot identified as a "Golf Course Lot" by the Declarant prior to the sale thereof by Declarant or which has a boundary (or a portion of any boundary) which abuts, or has a common boundary with, any portion of the golf course within the Country Club Property.

1.21 "Lot". A portion of the Properties designated as a "Lot" by the Declarant (whether by Plat or otherwise) and upon which it is intended to be constructed a residential structure. The term "Lot" shall also include all improvements thereon from time to time.

1.22 "Member". A person entitled to membership in the Association, as provided in Section 3.2.

1.23 "Mortgage". A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.24 "Mortgagee". A beneficiary or holder of a Mortgage.

1.25 "Mortgagor". Any Person who gives a Mortgage.

1.26 "Owner". One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding any interest merely as security for the performance of an
obligation. If a Lot is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

1.27 “Person”. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.28 “Private Landscape Area”. Those portions of a Lot designated by the Declarant or the Board as a Private Landscape Area and with respect to which the Association shall have the right, but not the obligation, to maintain the landscaping and other flora from time to time situated thereon. All costs associated with such maintenance by the Association shall be assessed as a Specific Assessment against the Owner of the Lot in which such Private Landscape Area is designated.

1.29 “Properties”. The real property described in Exhibit “A,” together with such additional property as is subjected to this Declaration in accordance with Article IX.

1.30 “Records”. The Official Records of Real Property in Harris County, Texas.

1.31 “Shared Services Agreements”. One or more agreements executed and delivered from time to time by the Association to the owner of the Country Club Property or others with regard to the provision of, and sharing costs and expenses to provide and maintain facilities (including, without limitation, the Stormwater Drainage Facilities) for the provision of, utility and other services to the Properties as a whole including, without limitation, agreements for the provision of potable water, sanitary sewer discharge, electricity, natural gas, security, cable television, refuse removal, Internet access and other communication services. All costs and expenses incurred by the Association under the Shared Services Agreement shall constitute part of the Common Expenses.

1.32 “Special Assessment”. Assessments levied in accordance with Section 10.5 of this Declaration.

1.33 “Specific Assessment”. Assessments levied in accordance with Section 10.6 of this Declaration.

1.34 “Stormwater Drainage Facilities”. The facilities located in the Properties and the Country Club Property developed or used, in whole or in part, for the drainage of surface stormwater from the Properties, the Country Club Property and certain other adjacent property and including, without limitation, all detention ponds and lakes within the Country Club Property and all related lines, conduits, pumps, pipes, water outflow meters and systems, and other related equipment and facilities.

1.35 “Supplemental Declaration”. An amendment or supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration and/or
imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or which affects any other amendment or modification of this Declaration.

1.36 "Utility District". Harris County Municipal Utility District No. 372, its successors and assigns.

ARTICLE II
COMMON AREAS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

1. This Declaration, the By-Laws and any other applicable covenants;

2. Any restrictions or limitations contained in any deed conveying such property to the Association;

3. The right of the Board to adopt rules regulating the use and enjoyment of the Common Area;

4. The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Section 4.8;

5. The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

6. The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area," as more particularly described in Section 2.2.

2.2 Exclusive Common Area. Certain portions of the Common Area may be designated by the Declarant or the Board as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners of a particular Lot or Lots. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Area shall be assessed as a Specific Assessment against the Owners of the Lots to which the Exclusive Common Area is assigned.

Initially, the Declarant shall designate any Exclusive Common Area as such and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association or on a Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots, so long as the Declarant has a right to subject additional property to this Declaration pursuant to
Section 9.1. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Lot or Lots and Exclusive Common Area may be reassigned upon the vote of Members representing at least a majority of the total Class “A” votes in the Association, including at least a majority of the Class “A” votes attributable to the Lot(s) to which the Exclusive Common Area is assigned, if applicable, and attributable to the Lot(s) to which the Exclusive Common Area is to be assigned. As long as the Declarant owns any property described on Exhibits “A” or “B” for development and/or sale, any such assignment or reassignment shall also require the Declarant’s consent.

ARTICLE III
ASSOCIATION FUNCTION, MEMBERSHIP, AND VOTING RIGHTS

3.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Properties. The Association shall be the primary entity responsible for enforcement of this Declaration and such rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and Texas law.

3.2 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article III and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges may be exercised by the Owner or, in the case of an Owner which is a corporation, partnership or other legal entity, by an officer, director, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3 Voting. The Association shall have two classes of membership, Class “A” and Class “B”.

3.4 Class “A”. Class “A” Members shall be all Owners except the Class “B” Member, if any. Each Class “A” Member shall be entitled to one (1) vote per each Lot owned by such Member.

3.5 Class “B”. The sole Class “B” Member shall be the Declarant. The rights of the Class “B” Member, including the right to approve or withhold approval of actions proposed under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class “B” Member may appoint a majority of the members of the Board during the Class “B” Control Period, as specified in Section 3.3 of the By-Laws, and shall otherwise have and retain, during such period, plenary rights over the operation and administration of the Association, the Board and all committees during such time. After termination of the Class “B”
Control Period, the Class “B” Member shall have the right to disapprove actions of the Board and committees as provided in Section 3.18 of the By-Laws.

3.6 Termination of Class “B” Membership. The Class “B” membership shall terminate upon the earlier of:

1. two years after termination of the Class “B” Control Period pursuant to Section 3.3 of the By-Laws; or

2. when, in its discretion, the Declarant so determines and declares in a recorded instrument signed by it and filed for record in the Records.

3.7 Exercise of Voting Rights. If there is more than one Owner of any Lot, the votes for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting at which such votes are to be cast. Absent such advice, the vote allocated to the Owner of such Lot shall be suspended if more than one Person seeks to exercise them.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Common Area. The Association shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard.

4.2 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the properties described in Exhibits “A” and “B”, personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed whereby the same is so conveyed to the Association.

4.3 Rules. The Association, through its Board, may make and enforce rules governing the use of the Properties in addition to, further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration. Such rules may include, but shall not be limited to, garbage collection procedures, prescribed hours for lawn maintenance activities, and similar matters. Such rules shall be binding upon all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting by the vote of Members representing at least two-thirds (2/3) of the total Class “A” votes in the Association and by the Class “B” Member, so long as such membership exists.
4.4 Enforcement. The Association may impose sanctions for violations of this Declaration, any applicable Supplemental Declaration, the By-Laws, or rules in accordance with procedures set forth in the By-Laws, including reasonable monetary fines and suspension of the right to vote. In addition, in accordance with Section 3.23 of the By-Laws, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Lot of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Board may seek relief in any court for violation or to abate nuisances.

The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and permit Harris County, Texas, to enforce applicable ordinances on the Properties for the benefit of the Association and its Members. The Association may also enforce any specific covenants and use restrictions applicable to a particular Lot contained in the deed conveying such Lot to the Owner thereof.

4.5 Implied Rights; Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.6 Governmental Interests. So long as the Declarant owns any property described on Exhibits "A" or "B," the Declarant may designate sites within the Properties for fire, police, utility facilities, public schools and parks, and other public facilities. The sites may include Common Area and in such case, the Association shall dedicate and convey such sites as directed by the Declarant, and no membership approval shall be required.

4.7 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except for the obligations to pay assessments and other charges assessed to them in their capacity as Members hereunder, to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action AND INCLUDING FROM THE CONSEQUENCES OF SUCH PARTIES' OWN NEGLIGENCE IN CONNECTION WITH OR ARISING OUT OF ANY ACTION TAKEN BY THEM IN A GOOD FAITH PURSUIT OF THE PERFORMANCE OF THEIR OBLIGATIONS OR EXERCISE OF THEIR AUTHORITY HEREUNDER. Any right to indemnification provided for herein shall not be exclusive of any
other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation, if such insurance is reasonably available.

4.8 Dedication of Common Area. The Association may dedicate portions of the Common Area to Harris County, Texas, or to any other local, state, or federal governmental entity.

4.9 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be which activities may include manned access control at one or more entries to the Properties, remote entry control at certain entries to the Properties and one or more roving patrols (the costs of all of the foregoing shall constitute a Common Expense). NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

4.10 Errant Golf Balls. Declarant has advised each Owner, and each Owner by acceptance of the deed to a Lot acknowledges that such Owner has been advised, that the Country Club Property includes a golf course and that not only the Golf Course Lots but other Lots in proximity to the golf course can expect that golf balls will be projected into the Lots from the golf course and may strike the improvements upon the Lot and cause both property damage and injury to Persons. By acceptance of a deed to a Lot the Owner thereof, on behalf of himself or herself, and all residents of such Lot and all guest and invitees thereon from time to time:

(1) acknowledges the potential for such damage and injury and has considered the same and agreed to accept the risks thereof in exchange for the benefits of owning a Lot in proximity to a golf course;
(2) assumes all risk of such damage and injury and releases Declarant, the Association, the Board, the owner of the Country Club Property, each operator of the Country Club Property or any part thereof, and their respective partners, officers, directors, and employees and contract laborers (collectively, the “Golf Course Indemnities”) of and from any and all claims for damage to property or injury to person arising therefrom or associated with such errant golf balls; and

(3) agrees to indemnify, defend, and hold harmless the Golf Course Indemnities of, from, and against any and all claims, demands, liabilities, suits, damages, costs and expenses (including attorneys and paralegal fees and costs of investigation and court) suffered or incurred by all or any of the Golf Course Indemnities arising out of, or related to, directly or indirectly, golf balls flying into, landing upon or otherwise striking any Person or other property on or about such Owner’s Lot. The obligation of an Owner to so indemnify will survive the sale or other conveyance of such Owner’s Lot but only as to instances or events occurring on or about such Lot during such Owner’s period of ownership.

4.11 Reclaimed Water. Declarant hereby discloses to each Owner, and each Owner by acceptance of title to his or her Lot hereby acknowledges, that the owner of the Country Club Property may use reclaimed water for irrigation of the Golf Course Property and that SUCH WATER IS NOT INTENDED FOR HUMAN CONSUMPTION.

4.12 Shared Services Agreements. Both the Declarant, on behalf of the Association and the Board, and the Association shall have the right to enter into one or more Shared Services Agreements whereby Declarant or the Association, as the case may be, grants to third party providers the exclusive or non-exclusive right to provide to the Properties and each Owner certain services including, without limitation, those services of the type described in the definition of the term “Shared Services Agreement” as set forth above. Each such Shared Services Agreement shall be binding upon each Owner and the Association. Furthermore, as provided above, the Declarant (on behalf of the Association) or the Association shall enter into a Shared Services Agreement with the owner of the Country Club Property pursuant to which, among other things, the Association and the owner of the Country Club Property agree to share costs and expenses of operating, repairing, maintaining and replacing potable water, sanitary sewer, and surface stormwater equipment, and facilities as well as the costs incurred in providing such services.

ARTICLE V
MAINTENANCE

5.1 Association’s Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but need not be limited to:

(1) all landscaping and other flora, signage, structures, and improvements, including any private streets and pedestrian pathways/trails, situated upon, or comprising a part of the Common Area (and whether within or outside the Properties);
(2) landscaping, sidewalks, street lights and signage within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easements and conservation easements within the Properties (subject to the terms of any easement agreement relating thereto);

(3) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and

(4) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs.

The Association may maintain other property which it does not own, including, without limitation, publicly owned property (including, without limitation, the medians within and areas of the rights of way along, and parkways adjacent to, Royal Oaks Club Drive, Wilcrest, Meadowglen Lane, Westpark, Richmond Avenue, Bornebridge, and Kirkwood Drive), the entries to the Properties at Westheimer Road and other entries, and any other property if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Area or a Private Landscape Area shall be assessed pursuant to Section 10.6 solely against the Lot(s) to which the Exclusive Common Area or, as the case may be, Private Landscape Area, is assigned, notwithstanding that the Association may be responsible for performing, or in the case of the Private Landscape Area, have the right to perform, such maintenance hereunder.

5.2 Owner’s Responsibility. Each Owner shall maintain such Owner’s Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, any Supplemental Declaration, or other declaration of covenants applicable to
such Lot. In addition to any other enforcement rights, if an Owner fails properly to perform such Owner’s maintenance responsibility, the Association may (but shall not be obligated to) perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 10.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3 Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants.

Notwithstanding anything to the contrary contained herein, the Association and/or an Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.4 Party Walls and Similar Structures.

(1) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance. Unless otherwise determined by the Board, the cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(3) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party structure to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(5) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner’s successors-in-title.
(6) **Disputes.** Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XV.

5.5 **Landscaping of Golf Course and other Lots.** Each Golf Course Lot shall be subject to the following additional restrictions and agreements relating to fences and landscaping at the rear of each Golf Course Lot as well as the type of grass used in each of the front, side and the backyards of each Golf Course Lot and other Lot:

(a) in the event that an Owner installs, or causes to be installed, a fence in the rear yard area of his or her Golf Course Lot (each Owner with a swimming pool in a Golf Course Lot shall be obligated to install a fence), then: (i) the fence may have a solid base (not to exceed two (2) feet in height) but shall otherwise be a wrought iron "view" fence, such fence not to exceed sixty (60) inches in height overall (measured from grade and including any solid base), and (ii) the Owner also shall have installed immediately outside such fence (i.e., within the Country Club Property) a planter area ("Planter Area") consisting of shrubbery and an irrigation system as approved by the NCC (but in no event unimproved or improved only with sod or lawn), which Planter Area shall extend up to five (5) feet onto the Country Club Property, subject to approval by the owner of the Country Club Property; and

(b) the NCC may, in its sole discretion, consider and/or approve installation by an Owner of plexiglass or similar "view" panels in lieu of the wrought iron fencing referenced above; and

(c) the Owner of a Golf Course Lot which is appurtenant to a Planter Area shall be responsible, at his or her sole expense, for installation, maintenance, repair, and/or replacement of all fences (and/or view panels), irrigation, and shrubbery located therein, or thereon; and

(d) absent prior written approval of the Association and the owner of the Country Club Property, in its sole discretion, no Owner may add to, delete, modify, or change any improvement installed on or adjacent to a Planter Area; and

(e) each of the front, side and backyards of each Golf Course Lot shall use only a hybrid bermuda grass variety used in the golf course as a lawn grass for such yard (and shall overseed the same with rye grass if, and at all times when, the golf course is overseeded). Similarly, the front yard of each other Lot shall use only a hybrid bermuda grass variety used in the golf course as a lawn grass for such yard (and shall overseed the same with rye grass if, and at all times when, the golf course is overseeded).

Notwithstanding an Owner’s obligations with respect to the Planter Area set forth herein, no Owner shall acquire, by limitations, use or otherwise, any right, title or interest in or to any part of the Country Club Property (including, without limitation, the Planter Area) and each Owner who plants landscape within, cultivates, maintains or uses a Planter Area hereby quitclaims to the owner of the Country Club Property any and all right, title and interest such Owner may, by
virtue of such use and care of a Planter Area, have or hold. Each such Owner shall be deemed to have waived all rights available at law or in equity to claim any right, title or interest in or to a Planter Area and shall be obligated, at anytime and from time to time upon the request of the owner of the Country Club Property, to execute and deliver such waivers, quitclaim deeds and other instruments as such owner of the Country Club Property may deem necessary or desirable to ratify and re-confirm that the Owner has and claims no rights or interests in the Planter Area.

5.6 Owner's Exterior Illumination Requirements. The NCC or the MC may require that certain exterior illumination on each Lot be equipped with sensors which cause such lights to illuminate automatically (including, without limitation, lighting attached to the improvements on a Lot or which are intended to illuminate landscaping). Should such sensors be required, each Owner shall cause the same to be maintained in good working condition at all times (including replacement of the same as is necessary) and shall insure that all light bulbs (or other illumination devices) to which the same are affixed are similarly in good working condition at all times.

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements, and walkways which the Association is obligated to maintain. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property.

The Association also shall obtain commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. The commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least $5,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. The Association shall also obtain and maintain director's and officer's liability insurance in an amount of not less than $1,000,000 per occurrence.

Premiums for all insurance on the Common Area and/or the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. However, premiums for insurance on Exclusive Common Area may be assessed against the
Lot(s) benefited in accordance with Section 10.6 unless the Board reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be paid in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.23 of the By-Laws, that the loss is the result of the negligence or willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Lot of such Owner or occupant, pursuant to Section 10.6.

All insurance coverage obtained by the Association shall:

(1) be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available;

(2) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members;

(3) vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(4) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees; and

(5) have an inflation guard endorsement, if reasonably available, and shall otherwise be increased in amount by the Board to such amounts as they may reasonably determine. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association may arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified persons.

The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;
(c) preclude cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Owners' policies from consideration under any "other insurance" clause;

(e) require at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or nonrenewal; and

(f) contain a cross liability provision.

The Association may, in the discretion of the Board, also obtain, as a Common Expense, workers compensation insurance and employer's liability insurance, and flood insurance.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth (1/6) of the annual Base Assessments on all Lots plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

6.2 Owner Insurance. By virtue of owning or taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements comprising part of a Lot, less a reasonable deductible. In no event shall the Association be obligated to provide such insurance nor shall, in any event, the Association be liable or responsible for any damage to a Lot REGARDLESS OF THE CAUSE OR ORIGIN THEREOF INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF THE ASSOCIATION OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES, and each Owner, by acceptance of a deed to a Lot, will have agreed to forever waive and relinquish any and all such claims.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising the Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

6.3 Damage and Destruction. Immediately after damage or destruction to all or any part of any property covered by insurance written in the name of the Association, the Board or its
duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing at least 75% of the total Class “A” votes in the Association, and the Class “B” Member, if any, decide within 60 days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 120 additional days. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

6.4 Disbursement of Proceeds. Any insurance proceeds remaining after paying the cost of repair or reconstruction of affected property which was covered by insurance written in the name of the Association, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

6.5 Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction of affected property which was covered by insurance written in the name of the Association, the Board of Directors shall, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1.

ARTICLE VII
NO PARTITION; NO SUBDIVISION

7.1 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No person shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

7.2 No Subdivision. No Owner may subdivide such Owner’s Lot without the express prior written consent of the Board. Furthermore, no Owner may create any “timeshare estate” in
any Lot at any time ("timeshare estate" being given the meaning assigned to it as of the date hereof in the Texas Timeshare Act which comprises a part of the Texas Property Code).

7.3 **Declarant's Right to Alter Lots.** Notwithstanding the foregoing or any other provisions of this Declaration, Declarant reserves the right to do each of the following with respect to a Lot at any time prior to the conveyance of such Lot by Declarant: (a) subdivide such Lot into one or more lots each of which shall, upon completion of such subdivision, be a "Lot" for purposes hereof, and (ii) merge one or more adjacent Lots into a single Lot. Declarant may also make such changes in the configuration of a Lot owned by the Declarant as Declarant may desire at any time and from time to time so long as the same does not materially affect any other Lot not owned by Declarant (unless such other owner consents thereto).

**ARTICLE VIII**

**CONDEMNATION**

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits "A" and "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least 75% of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Sections 6.4 and 6.5 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**ARTICLE IX**

**ANNEXATION AND WITHDRAWAL OF PROPERTY**

9.1 **Annexation Without Approval of Membership.** Until all property described on Exhibit "B" has been subjected to this Declaration or 30 years after the recording of this Declaration, whichever is earlier, Declarant may unilaterally subject to the provisions of this Declaration all or portions of the real property described in Exhibit "B". Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of
at least a portion of the real property described in Exhibit “A” or “B” and that such transfer is memorialized in a written, recorded instrument executed by Declarant and filed for record in the Records. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit “B” in any manner whatsoever.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Annexation With Approval of Membership. The Association may subject any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a majority of the Class “A” votes of the Association represented at a meeting duly called for such purpose, and the consent of the Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

9.3 Withdrawal of Property. The Declarant reserves the right to unilaterally amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Properties from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant’s plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties. Such amendment may be made without prior notice and without the consent of any Person other than the owner of the property being withdrawn (if not the Declarant), and any such owner shall join in the execution of the amendment to evidence such consent. Upon request of the Declarant, the Association shall consent to withdrawal of Common Area in accordance with this Section.

9.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of some or all of the Owners and obligating such Owners to pay the costs incurred by the Association through Base Assessments or Specific Assessments, as applicable. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any Supplemental Declaration submitting additional property to this Declaration may supplement,
create exceptions to, or otherwise modify the terms of this Declaration as it applies to such additional property in order to reflect the different character and intended use of such property.

9.5 Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibits "A" or "B", or any part of the Country Club Property.

ARTICLE X
ASSESSMENTS

10.1 Creation of Assessments. The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments for Association expenses: (a) Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 10.5; and (c) Specific Assessments as described in Section 10.6. Each Owner, by owning, accepting a deed for, or entering into a recorded contract of sale for, any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Texas law), late charges, costs, and reasonable attorney’s fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 10.8. Each such assessment, together with interest, late charges, costs, and reasonable attorney’s fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee (including any Mortgagee who acquires a Lot by foreclosure or deed in lieu thereof) shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Assessments shall be paid in annual, semi-annual, quarterly or monthly installments, as determined by the Board from time to time. Special and Specific Assessments shall be paid in such manner and on such dates as the Board may establish.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments, by nonuse of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.
The Association is specifically authorized to enter into subsidy contracts or contracts for “in kind” contribution of services, materials, or a combination of services and materials with the Declarant for payment of Common Expenses.

10.2 Declarant’s Obligation for Assessments. During the Class “B” Control Period and thereafter, Declarant may annually elect either to pay regular assessments on the Lots owned by it, or to pay the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 10 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Lots owned by the Declarant to secure the Declarant’s obligations under this paragraph, which lien shall have the same attributes and shall be enforceable in the same manner as the Association’s lien against other Lots under this Article. The Declarant’s obligations hereunder may be satisfied in the form of cash or by “in kind” contributions of services or materials, or by a combination of these.

10.3 Computation of Assessment. At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including, without limitation, a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 10.4. The total budget shall be allocated equally among all Lots subject to assessment under Section 10.7.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article IX, the Declarant may, but shall not be obligated to, reduce the Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 10.2 above), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant’s discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Each such budget and assessment adopted by the Board during the Class “B” Control Period shall be binding upon all Owners; otherwise, such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least 75% of the total Class “A” votes in the Association, and by the Class “B” Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.
If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year (except that the portions thereof attributable to uncontrollable expenses [such as, by way of illustration and not limitation, ad valorem taxes, Utility District fees and charges, costs of electricity and insurance costs] shall be automatically adjusted upward as necessary to meet the actual costs of such items).

10.4 Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to the amount and timing by annual Base Assessments over the budget period.

10.5 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing at least 51% of the total Class “A” votes in the Association, and the affirmative vote or written consent of the Class “B” Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

10.6 Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Lot or Lots within the Properties, as follows:

1. to cover the costs, including overhead and administrative costs, of providing Exclusive Common Area maintenance on behalf of such Lot or Lots and the costs incurred in the maintenance of the Private Landscape Area within such Lot;

2. to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to such Lot or Lots or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, janitorial service, pest control, courier services, etc.); and

3. to cover costs incurred in bringing such Lot or Lots into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this subsection (c).

Specific Assessments levied under subsections (a) or (b) above may be levied in advance of the provision of the benefit, item, or service or as a deposit against charges to be incurred by the Owner, and if so levied, to the extent possible, notice of such Specific Assessments shall be
sent to each Owner against whom such Specific Assessments are levied at the same time as the budget and notice of the amount of the Assessment are sent pursuant to Section 10.3.

10.7 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to a Lot on the first day of the month following: (a) the month in which the parcel is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

10.8 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest (subject to the limitations of Texas law), late charges and costs of collection (including attorney’s fees). Such lien shall be deemed to be effective as of the date this Declaration is recorded in the Records. The lien shall be self-operative and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien shall be superior to all other liens (including Mortgage liens), except the liens of all taxes, bonds, assessments, and other levies which by law would be superior. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in accordance with Texas law.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Section 51.002 of the Texas Property Code, as it may be amended, in like manner as any deed of trust on real property. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying the Lot to such Owner, a power of sale to be exercised in accordance with Section 51.002 of the Texas Property Code, as it may be amended.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments whether pursuant to a Mortgage or otherwise. Unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 10.7, including such purchaser or transferee, its successors and assigns.
In furtherance of the foregoing, Declarant has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Dirk Gosda, Trustee ("Trustee") all of the Lots in trust for the benefit of the Association. At the option of the Association at any time and without cause or notice, a successor or substitute trustee may be appointed by execution by the Association of a written instrument appointing the successor or substitute Trustee without procuring the resignation of the former Trustee. The Trustee shall not incur any personal liability hereunder or otherwise in respect hereto, regardless of the basis therefor.

If an Owner fails to pay any amount it owes to the Association, the Association may, without prejudice to any other rights or remedies available at law or in equity, request the Trustee to foreclose the lien created by this Declaration whereupon the Trustee shall (i) either personally or by agent give notice of foreclosure required by the Texas Property Code for the sale of real property under power of sale confirmed by a deed of trust or other contract lien, (ii) sell and convey all or part of the Lot to the highest bidder for cash by general warranty deed binding upon the defaulting Owner, and (iii) apply the proceeds of the sale in the following order: first, to the expenses of foreclosure including a reasonable fee to the Trustee, then to all amounts owing to the Association (including, without limitation, interest and penalties), then to each Mortgagee (in the priority of the lien held by them), and lastly, the balance, if any, to the defaulting Owner.

10.9 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Specific Assessments, if any were established at the time of delivery of notice of the amount of the Base Assessment pursuant to Section 10.6, on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

10.10 Capitalization of Association.

(1) Working/Operating Capital Fund. Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution may be required by the Board to be made by or on behalf of the purchaser to the working/operating capital fund of the Association in an amount determined by the Board from time to time in its sole discretion. Such contribution shall be required only as determined by the Board from time to time in its sole discretion. This contribution shall be in addition to, not in lieu of, the annual Base Assessment, Special Assessments, Specific Assessments, and any other assessments and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. This contribution to the Association's working/operating capital fund shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering the operating expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.
10.11 **Exempt Property.** The following property shall be exempt from payment of Base Assessments and Special Assessments:

(1) all Common Area; and

(2) any property dedicated to and accepted by any governmental authority or public utility.

**ARTICLE XI**

ARCHITECTURAL STANDARDS

11.1 **General.** No structure of any kind (including, without limitation, homes, fences, walls, garages, swimming pools, sidewalks, driveways, solar panels, mailboxes, balconies, decks, patios, light fixtures, athletic and other recreational facilities or equipment, or satellite dishes or antennas) shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and the Design Guidelines and upon approval of the appropriate committee under Section 11.2.

No approval shall be required to make interior modifications to structures on Lots so long as such modifications do not affect the exterior appearance of the structures and are not visible from outside the boundaries of the Lot. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation pursuant to this Declaration.

11.2 **Architectural Review.** Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in subsections (a) and (b). The members of the committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

11.3 **New Construction Committee.** The New Construction Committee ("NCC") shall consist of at least three, but no more than five, persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. So long as Declarant owns any part of
the Properties or the Country Club Property, or Declarant has the right to unilaterally annex additional property in accordance with Article IX above, the Declarant retains the right to appoint all members of the NCC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant and filed for record in the Records. Upon the expiration of such right, the Board shall appoint the members of the NCC, who shall serve and may be removed in the Board's discretion.

11.4 Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Board. The MC, if established, shall have jurisdiction over modifications, additions, or alterations made on or to existing structures on Lots and the adjacent open space. The NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the Design Guidelines.

11.5 Guidelines and Procedures. The Declarant shall prepare the initial Design Guidelines, which shall apply to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use.

The NCC shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The NCC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the NCC.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the Plans, as defined in Section 11.4, for such improvements are submitted to and approved by the NCC or MC, as the case may be, unless the appropriate committee has granted a variance in writing pursuant to Section 11.6. So long as the committees have acted in good faith, their findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Design Guidelines and this Declaration shall be final.
11.6 Submission of Plans and Specifications.

No construction or improvements of any kind (including, without limitation, playground equipment as described in Section 12.21) shall be commenced, erected, placed or maintained on any Lot, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, driveways, lighting, irrigation, and utility facilities layout and screening therefor shall have been submitted to and approved in writing by the NCC or MC, as appropriate. The Design Guidelines shall set forth the procedure for submission of the Plans.

In reviewing each submission, the NCC or MC, as appropriate, may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in the relation to surrounding structures and plant life. The committees may require relocation of native plants within the construction site as a condition of approval of any submission.

The NCC or the MC, as appropriate, shall, within 45 days after receipt of each submission of the Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and, if appropriate, suggestions for the curing of such objections. In the event the appropriate committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, approval shall be deemed to have been given. Notwithstanding the provisions of Section 16.10 of Article XVI below, notice under this paragraph shall be deemed to have been given by the NCC or the MC, as appropriate at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

If construction does not commence on a project for which Plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit Plans for reconsideration.

Nothing contained herein shall, however, be construed to limit the right of an Owner to remodel the interior of the improvements located on the Lot, or to paint the interior of the improvements on the Lot any color desired; provided, however, modifications or alterations to interiors of screened porches, patios, or any other portions of improvements on the Lot visible from the boundaries of the Lot (or outside the boundaries of the Lot) shall be subject to the prior approval of the appropriate committee.

11.7 No Waiver of Future Approvals. Each Owner acknowledges that the members of the NCC and the MC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and
specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

11.8 **Variance.** The NCC may authorize variances from compliance with any of its guidelines and procedures when, in the sole opinion of the NCC, circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; or (b) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

11.9 **Limitation of Liability.** Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and none of the Association, the Declarant, the NCC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot.

11.10 **Enforcement.** Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.
ARTICLE XII
USE GUIDELINES AND RESTRICTIONS

12.1 Plan of Development; Applicability; Effect. Declarant has established the
Properties as a single-family, residential development and, in furtherance of its and every other
Owner’s interests, has established a general plan of development for the Properties. The
Properties are subject to land development, architectural, and design guidelines as set forth in
Article XI.

All provisions of this Declaration and of any Association rules shall also apply to each
Owner of a Lot and to all occupants, tenants, guests and invitees of any Lot. Any lease on any
Lot or portion thereof shall provide that the lessee and all occupants of the leased property shall
be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

Declarant promulgates the general plan of development for the Properties in order to
protect the Owners’ collective interests, the aesthetics and environment within the Properties,
and the value and the vitality of the Properties, all subject to the Board’s and the Members’
ability to respond to changes in circumstances, conditions, needs, and desires.

12.2 Permitted Uses. The Properties shall be used only for residential, recreational,
and related purposes (which may include, without limitation, offices for any property manager
retained by the Association or business offices for the Declarant or the Association). Any
Supplemental Declaration or additional covenants imposed on the properties described on
Exhibit B attached hereto may impose stricter standards than those contained in this Article. The
Association shall have standing and the power to enforce all of the provisions of this Article XII.

The Board shall have authority to make, modify, and to enforce standards and restrictions
governing the use of the Properties, in addition to those contained herein, and to impose
reasonable user fees for use of Common Area facilities. Such regulations and use restrictions
shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless
overruled, cancelled or modified by the Board or in a regular or special meeting of the
Association following a vote therefor by the vote of Members representing a majority of the total
Class “A” votes in the Association and by the Class “B” Member, so long as such membership
shall exist.

12.3 Signs. No signs of any kind shall be erected within the Properties, including in,
on, or around any Lot if visible from outside the Lot, without the written consent of the Board,
except entry and directional signs installed by Declarant, the Association, or the owner of the
Country Club Property.

If permission is granted to any Person to erect a sign within the Properties, the Board
reserves the right to restrict the size, color, lettering and placement of such sign as well as the
length of time such sign may be displayed. The Association, the Declarant and the owner of the
Country Club Property shall each have the right to erect signs as they, in their discretion, deem
appropriate. Notwithstanding the above, no signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted to be displayed or posted within the Properties. The Association shall be authorized to enter upon any Lot and remove any sign, advertisement, billboard or other structure displayed in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection with or arising from such entry or removal.

12.4 Parking and Prohibited Vehicles.

(1) Parking. Vehicles shall be parked only in the garage or driveway serving the Lot, or in such other paved areas as have been approved by the Board for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage, if any, serving the Lot. For purposes of this provision, a vehicle shall be considered an “occupant vehicle” if it is parked on the Lot four (4) or more hours per day, four (4) or more days in any seven (7) day period. The Board may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally constructed by Declarant or approved by the NCC unless alternative arrangements for enclosed parking are approved by the NCC; however, Declarant and each Builder may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Properties by Declarant or such Builder. Garage doors visible from any street within the Properties shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant.

(2) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered “stored” if it is put up on blocks or covered with a tarpaulin or similar material and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas.

12.5 Occupants Bound. All provisions of the Declaration, By-Laws, any applicable Supplemental Declaration, and any rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, any applicable Supplemental Declaration, and all rules and regulations of the Association. Every Owner shall be responsible
for all violations and losses to the Common Areas caused by such occupants, notwithstanding the
fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the
Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

12.6 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a total of three (3) pets, may be permitted in a Lot. The foregoing limitation or number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Each Owner shall be obligated to clean up after his or her animals. At all times whenever they are outside any fenced portion of a Lot dogs shall be confined on a leash held by a responsible person. No pets may enter the Country Club Property at anytime.

12.7 Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

12.8 Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

12.9 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Lot, without the prior written consent of the Board or its designee, unless completely contained within the dwelling on the Lot so as not be visible from outside the dwelling. Any such apparatus permitted by the Board or its designee must be screened from view of adjacent Lots by an approved fence or other approved structure no more than six (6) feet in height. The Declarant and the Association shall each have the right, without obligation, to erect or install an aerial, satellite
dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties.

12.10 **Clotheslines, Garbage Cans, Tanks, Etc.** No clotheslines shall be erected or installed on the exterior portion of any Lot and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

12.11 **Firearms.** The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, neither the Association nor the Declarant shall be obligated to take action to enforce this Section, nor shall they have any liability to any Person for their failure to do so.

12.12 **Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by the Declarant or the NCC during initial construction within the Properties or with respect to the operation of the Utility District, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the NCC or MC, as appropriate, in accordance with Article XI hereof. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

12.13 **Drainage Systems.** Catch basins and drainage areas are intended for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Properties.

12.14 **Tree Removal.** No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the Board, to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Board may determine necessary, in its sole discretion, to mitigate the damage.

12.15 **Sight Distance at Intersections.** All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
12.16 Air Conditioning Units. Any air conditioning unit installed in a Lot shall be located or screened so as not to be visible from any street within the Properties or from the Country Club Property.

12.17 Lighting. In addition to the provisions set forth in Section 5.6 above, except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article XI of this Declaration.

12.18 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article XI of this Declaration.

12.19 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Lot.

12.20 Wetlands, Rivers and Other Water Bodies. No use of the wetlands, rivers, ponds, streams, or other bodies of water within the Area of Common Responsibility, if any, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board; provided, if any such use is permitted, it shall be subject to the Declarant's and the Association's superior use rights as provided below and to all rules and regulations that may be promulgated by the Board. No internal combustion engines shall be operated on any river, pond, or stream within the Area of Common Responsibility except by the Association and the Declarant (for so long as it owns property that is or may be subjected to the Declaration), for purposes of maintenance and irrigation. Notwithstanding the above, model boats with internal combustion engines may be operated during special events with prior approval of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, ponds, streams or other bodies of water within or adjacent to the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant, the Association, or the owner of the Country Club Property.

Notwithstanding the foregoing, the Association, and the Declarant (for so long as the Declarant owns property that is or may be subjected to this Declaration), may use and regulate the use of any rivers, ponds, streams, wetlands, or other bodies of water within the Area of Common Responsibility for the irrigation of the Area of Common Responsibility and the Golf Course Property, or for any other purpose deemed appropriate by the Board or the Declarant,
subject to the terms of any easement agreement affecting such use. The Declarant’s rights under this Section shall be superior to any rights of the Association.

12.21 Playground Equipment. Without the express, prior written approval of the NCC or the MC, no jungle gyms, basketball goals, swing sets or similar playground equipment shall be erected or installed on any Lot, and in all cases when so approved the same shall be located in the rear yard of a Lot and may not be visible from the street in front of such Lot. Further, in no event shall any such equipment, if approved for installation or modification on a Golf Course Lot, be visible from the exterior of that Golf Course Lot. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

12.22 Fences: No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article XI of this Declaration.

12.23 Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (c) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or conducted by a Builder, with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

12.24 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association and the owner of the Country Club Property shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.
12.25 **Golf Carts.** No gasoline-powered golf carts shall be operated within the Properties. All golf carts shall be powered by electricity or by similar noncombustion means.

12.26 **Leasing of Lots.**

(1) **Definition.** “Leasing”, for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(2) **Leasing Provision.**

(a) **General.** Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than thirty (30) days, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(b) **Compliance with Declaration, By-Laws and Rules and Regulations.** Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, any applicable Supplemental Declaration, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any such violation.

12.27 **Laws and Ordinances.** Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

12.28 **Single Family Occupancy.** No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit.

12.29 **Doors and Windows.** No “burglar bars”, steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except for permanent address signs, and except that the Board may, in its
discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. All windows of an occupied dwelling on a Lot (including, without limitation, those within or comprising part of a garage) which are visible from the street or other Lots or the Country Club Property shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions thereof which are visible from outside the dwelling shall be white or off-white in color, unless otherwise approved in writing by the Board. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board.

ARTICLE XIII

EASEMENTS

13.1 Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as the Declarant owns any of the Properties or the Country Club Property, the Association, and the designees of each (which may include, without limitation, Harris County, Texas, and any utility) non-exclusive access and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of operating, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, ponds, wetlands, water wells and systems, drainage systems, street lights, signage, and all utilities, including, but not limited to; water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which is owned by any of the foregoing Persons or within easements designated for such purposes on recorded Plats of the Properties. There is hereby reserved to the Declarant, so long as the Declarant owns any property described on Exhibit “A” or “B” of this Declaration, the owner of the Country Club Property (and its members), the Association, and the designees of each non-exclusive easements over all roads, streets and driveways for the purposes of ingress and egress to the Country Club Property, as well as all golf cart pathways and walkways intended for use by the members of the Country Club including, without limitation, a non-exclusive easement over all portions of the Properties for flight and retrieval of golf balls including, without limitation, the right to enter a Lot or any Common Area for the purpose of retrieving a golf ball. Declarant also reserves a non-exclusive easement upon, across, over, and under all of the Properties as may be necessary, in the discretion of the Declarant or the Association, for the performance of the Association’s maintenance responsibilities under this Declaration. The Declarant reserves the exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit “A” or “B” or the Country Club Property.

These easements shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing structure on a Lot, and any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall
not unreasonably interfere with the use of any Lot and, except in an emergency or entry to retrieve golf balls, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the structures on any Lot then existing, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Declarant.

Notwithstanding anything to the contrary contained in this Section, no above ground sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except (a) as may be approved by the Declarant, as long as it has the unilateral right to subject additional property to this Declaration, or by the Board, after the expiration of such right, (b) as may be constructed as a part of the original development and/or sales activities of the Declarant, or (c) as may be permitted by the terms of any easement affecting the Properties and recorded prior to the recording of this Declaration.

The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Properties, nor shall they be exercised in any manner which materially restricts or interferes with the use and development of the Properties.

13.2 Easements for Lake Maintenance. The Declarant reserves for itself, and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon any lakes, lake easements, ponds, streams, and wetlands located within the Area of Common Responsibility or the Country Club Property to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Area of Common Responsibility and the Country Club Property; (b) construct, maintain, and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris therefrom. The Declarant’s rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant no longer owns any of the Properties or the Country Club Property, provided, that all such rights with respect to, or which benefit the Country Club Property shall run with the Country Club Property, inure to the benefit of, and be enforceable by the owner of the Country Club Property. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the lakes, lake easements, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the structures thereon) adjacent to or within 100 feet of lake beds, lake easements, ponds, streams, and wetlands within the Properties in order to (a) temporarily flood and back water upon and maintain water over such portion of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, lake easements, ponds, streams, and wetlands within the Area of Common Responsibility or the
Country Club Property; (c) maintain and landscape the slopes and banks of such lakes, lake easements, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties or the Country Club Property for the purpose of exercising their respective rights under this Section.

All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters.

13.3 **Easements to Serve Additional Property.** The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit “B”, whether or not such property is made subject to this Declaration, and for the benefit of the Country Club Property. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such properties. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property.

13.4 **Easements for Cross-Drainage.** Every Lot, the Common Area, and the Country Club Property shall be burdened with easements for drainage of storm water runoff from other portions of the Properties; provided, however, no Person shall alter the drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Properties or the Country Club Property without the consent of the owner of the affected property.

13.5 **Right of Entry.** The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any structure on a Lot without permission of the Owner, except by emergency personnel acting in their official capacities.

**ARTICLE XIV**

**DECLARANT'S RIGHTS**

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-
Laws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Records.

So long as construction and initial sales of Lots shall continue, the Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

No person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant’s review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification hereof or of the Use Guidelines and Restrictions or the Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Properties or the Country Club Property.

This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate 40 years from the date this Declaration is recorded or when the Country Club Property is no longer used as the Country Club, whichever is the later to occur.

**ARTICLE XV**

**DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

15.1 *Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.* The Association, Declarant, all Owners and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, “Bound Parties”) agree to encourage the amicable resolution of disputes involving the Properties, thereby avoiding the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles (collectively “Claim”), except for those Claims exempted in Section 15.2, shall be subject to the procedures set forth in Section 15.3.

15.2 *Exempt Claims.* The following Claims (“Exempt Claims”) shall be exempt from the provisions of Section 15.3:

1. any suit by the Association against any Bound Party to enforce the provisions of Article X (Assessments); and
(2) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article XI (Architectural Standards) and Article XII (Use Guidelines and Restrictions).

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 15.3, but there shall be no obligation to do so.

15.3 Procedures for All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(1) Notice. The Claimant shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including date, time, location, Persons involved, and Respondent's role in the Claim;

(b) the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises);

(c) what Claimant wants Respondent to do or not do to resolve the Claim; and

(d) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

15.4 Negotiation.

Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties.

15.5 Mediation.

If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to non-
binding mediation under the auspices of an independent agency in the metropolitan Houston, Texas, area providing mediation services upon which the Parties may mutually agree.

If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

Respondent shall not be released under subsection (c)(ii) if Respondent fails or refuses to cooperate with Claimant in selecting a mediator or in participation in the mediation proceeding.

15.6 Arbitration.

If the Parties are unable to agree upon a mediator or having so agreed nonetheless do not resolve the Claim through mediation, the Claimant shall have 30 days following termination (as determined by the mediator) of mediation proceedings ("Termination of Mediation") to submit the Claim to binding arbitration in accordance with the Rules of Arbitration contained in Exhibit D or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, however, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

15.7 Allocation of Costs of Resolving Claims.

Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 15.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 15.3(c).

Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

15.8 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 15.3 and any Party thereafter fails to abide by the terms of such agreement or final determination in arbitration ("Award"), then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 15.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the noncomprising Party (or if more than one noncompliance Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorney's fees and court costs.
ARTICLE XVI
GENERAL PROVISIONS

16.1 Term. This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association, any Owner, or the owner of the Country Club Property, their respective legal representatives, heirs, successors, and assigns, for a term of 40 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instruments in writing, signed by a majority of the then Owners, has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein; provided, that, no extension of the restrictions contained in Section 12.6 may be affected without the prior written approval of the then owner of the Country Club Property.

16.2 Amendment.

(1) By Declarant. Until conveyance of the first Lot by Declarant to a Person other than a Builder, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans to enable it to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

Furthermore, so long as the Declarant still owns any part of the property described in Exhibits "A" or "B", it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(2) By Owners. At such time as Declarant no longer owns any of the property described on Exhibits "A" and "B" and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 75% of the total Class "A" votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

16.3 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event
shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

16.4 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

16.5 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

16.6 Mortgagee Rights. Notwithstanding any other provision contained in this Declaration:

In the event that any Owner or Mortgagee furnishes a written request to the Association specifying the name and address of the Mortgagee and of the Lot in which it holds an interest, the Association shall give written notice to the Mortgagee of any default of the Owner of such Lot in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to taking any enforcement action. The Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of the defaulting Owner, unless the default remains unremedied for a period of 30 days after the Mortgagee’s receipt of the written notice. If, however, the default is not reasonably susceptible of being remedied within 30 days after the Mortgagee’s receipt of the notice, the Mortgagee shall have such additional time to remedy or cause the remedy of the default as may be reasonable, provided that the Mortgagee has given written notice to the Association of its intent to remedy the default and has commenced efforts to remedy the default within the initial 30-day period and is thereafter diligently prosecuting such cure to completion.

16.7 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the Declarant (so long as Declarant owns any portion of the property described on Exhibits "A" or "B" hereto) or thereafter by a vote of Members representing at least 75% of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad
valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision shall apply in addition to the provisions of Article XV, if applicable.

16.8 Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association or, in the proper case, by any aggrieved Owner(s), subject to the provisions of Article XV above.

16.9 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to such Owner’s Lot, or any portion thereof or interest therein, shall give the Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

16.10 Notices. Any notice or communication required or permitted to be provided hereunder by the Association or Declarant to any Owner will be effectively given and only if in writing and shall deemed received to it two (2) days after depositing in the United States Mail, postage prepaid, addressed to the Owner at the address then shown (as of the date of such deposit) on the books and records of the Association; provided, however, that in lieu of such notice by United States Mail, the Declarant or the Association may effect the same by personal delivery to such address of the Owner as is shown on the books and records of the Association. Each Owner shall have the right to change his or her address by notice to the Association given in accordance with the Club Bylaws.

Any notice or communication required to be given hereunder by the Owner to the Declarant or the Association shall be effective given only if in writing and shall be effectively received two (2) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed to Declarant and the Association as follows:

c/o Royal Oaks Land Limited Partnership
11000 Richmond, Suite 360
Houston, Texas 77042
Attention: President

The Declarant and the Association shall have the right to change the respective addresses hereunder for purposes of notices by filing an instrument in the Real Property Records of Harris County, Texas referring to this Declaration and setting forth the new address to which notices are to be forwarded.
The undersigned Declarant has executed this Declaration this 2 day of March, 2000.

DECLARANT: ROYAL OAKS LAND LIMITED PARTNERSHIP

By: Royal Oaks Genpar LLC, General Partner

By: Barry L. Stephens
Name: Barry L. Stephens
Title: Authorized Representative

The undersigned, Bank United, hereby executes this instrument for the purposes of, and does hereby, subordinate all liens and security interests in and to the Properties held by said Bank United to the covenants, conditions, restrictions, easements, liens and other terms and provisions of this instrument and declare the same to be superior to any and all liens and security interests in and to the Properties held by Bank United.

BANK UNITED, a federal savings bank

By: Brandi Hermis
Name: Brandi L. Hermis
Title: Assistant Vice President
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 2nd day of March, 2000, by

Brandon Stephens, Authorized Signatory of Royal Oaks Genpar LLC, General Partner of Royal Oaks Land Limited Partnership, a Texas limited partnership, on behalf of said partnership.

GRAACE PARIS LUTZ
Notary Public in and for the State of Texas
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 2nd day of March, 2000, by

SMY Schumacher, Teller of Bank United, a federal savings bank, on behalf of said savings bank.

S. M. SCHUMACHER
Notary Public in and for the State of Texas
My Commission Expires: OCTOBER 24, 2000
My Commission Expires:

HOUSTON 0174400001 365417+5

Title Data, Inc. ST 192.168.15.7 HA U257546.053
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<thead>
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<td>Land Initially Submitted</td>
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<td>Exhibit B</td>
<td>Land Subject to Annexation</td>
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<tr>
<td>Exhibit C</td>
<td>Country Club Property</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Arbitration Procedures</td>
</tr>
</tbody>
</table>
EXHIBIT "A"

ROYAL OAKS COUNTRY CLUB, SECTION ONE, an addition in Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 427086 of the Map Records of Harris County, Texas.
EXHIBIT "B"

[Land Subject to Annexation]

The three (3) tracts of land containing, respectively, 17.00 acres, 450.00 acres, and 17.77 acres, described on the seven (7) pages following this page, SAVE AND EXCEPT THEREFROM, the properties described on Exhibit "A" and "C" to this instrument.
Appendix X
The Signature Program: An Eco-Design and Development Program of Audubon International
The Signature Program

An Eco-Design and Development Program of Audubon International

© Audubon International 2010
**Note: To Permitting Agencies:**
This document has not been finalized as the new Signature Program Requirements. However, it is nearing the final draft. Further changes may occur but they will not be significant.

**Signature Program Requirements Only**

This document provides a brief introduction to the Requirements of The Signature Program. All requirements are listed under the appropriate program category. The intent here is to provide to the Signature Program prospect an abbreviated look at the important areas of concern and ensure that during any aspect of the project that opportunities for a more sustainable project are not being missed. The audience for the documents is the landowner/developer and the governmental agencies making decisions about these types of projects.

**Categories:**

- Site Selection, Planning and Design
- Pre-Construction
- Construction Best Management Practices
- Long Term Management
Section I: Siting, Planning & Design

Description of Requirements for Section I

Requirement A: Host an initial site visit by Audubon International staff at the earliest possible time in project design. This visit must come before construction begin. International projects will host the initial site visit through an electronic means (Skype, etc.) The purpose of this visit is for Audubon staff to become acquainted with the development team and to view the project property. It is the point at which the relationship is developed.

Requirement B: Choose a qualified consultant team to produce the documentation required by the Signature Program (including but necessarily limited to the Natural Resource Management Plan for the project). Until recently only Bronze members have chosen their own consultants. Silver and Gold members worked with consultants chosen by Audubon International.

Requirement C: Subject the project and the site to an Eco-Site Classification by Audubon International staff and the subsequent site-specific Ecological Design Plan. This site classification process helps to identify site-specific requirements for the project. Section A in the Wildlife Habitat Worksheet and Section A in the Water Quality Assessment of the Appendix: “Eco-Site Classification Chart & Worksheet” must be completed by Audubon International during the initial site visit and before Construction begins. A preliminary assessment of the rest of the Eco-Site Classification Worksheet is complete at this time as well. The subsequent Ecological-Design lists any site specific requirements and guidelines for the project.

Requirement D: Create a Resource Advisory Committee to provide environmental advice and assistance. (See Pages 36-40 of the Administrative Overview document for recommendations on developing a Resource Advisory Committee). These committee members have expertise in different environmental areas and are called on for their opinion when a problem arrives.

Requirement E: Create a Project Directory. A full description of how to complete this requirement is included on Page 25 of Administrative Overview document. This is an effort by Audubon International to not only know what companies are working with individual projects but is a way of keeping an overall directory of the companies that we have worked with over the past twenty years.

Requirement F: Submit Monthly Progress reports from the time of the initial site visit until the project is completely certified (every project phase must be certified before
reports cease). This monthly update provides a history of the project and alerts Signature staff to any problems that may arrive during construction.

**Requirement G:** Provide Audubon International with all project maps and environmental reports as listed in Appendices under “Required Documents.”

**Requirement H:** Read and sign form for Audubon International’s Sustainability Policy called *Principle of Sustainable Resource Management.* (Policy found on page __ of the Administrative Overview document).

**Requirement I:** Perform baseline water quality monitoring studies of surface, ground water, and sediment to be completed before construction begins.

**Requirement J:** Adhere to the required Outreach & Education requirements for Pre-Construction as defined by Audubon International below before construction begins:

1. Include Audubon International (AI)/Signature membership logo on signage at entrance to the property and entrance to construction area. Signage should read: “Pursuing Audubon International Signature Certification.”

2. Write & disseminate press release to local media regarding project, environmental focus, Signature program membership, and partnership with Audubon International. Press release must be submitted to the director of the Signature Programs for approval prior to release.

3. Create a fact sheet (for use during all phases of project) describing the Signature Program, AI, and your partnership with AI. Include environmental highlights and goals of the project, AI and corporate logos. Distribute to local officials, upper management, marketing/sales personnel. *Fact sheet must be submitted to the director of the Signature Programs for approval prior to release. (Sample found in the Administrative Overview document)*

4. Host workshop, or incorporate in scheduled meetings with consultants & contractors (engineers, structural architects, lake managers, irrigations consultants, etc.) regarding the project, environmental goals, Audubon International, and highlight corporate partnership with AI (document with dated agenda) *(This can be done at the initial site visit).*

**Requirement K:** Review this entire document to have an understanding of what will need to be accomplished (Requirements) to earn certification and what steps need to be taken (Credits) to be eligible for Silver or Gold certification. Sign document found on page _____ of the Administrative Overview.
**Requirement L:** Design the NRMC (maintenance facility) to meet the requirements listed in Section II (Pre-Construction, Requirement G). Note: The NRMC plan must be reviewed and signed off on by Signature office to ensure the facility meets Signature guidelines.

**Requirement M:** Insert Audubon International verbiage into the Codes, Covenants & Restrictions. Template language is provided on pages ___to _____ of the Signature Program Guidebook.
Section II: Pre-Construction

Description of Requirements for Section II

Requirement A: Appoint a qualified property manager to serve as Signature Program Coordinator for the project before site clearing and other construction activities begin—to include the following sub-requirements:

1. Before site clearing or other construction work begins, the property must hire a person with responsibility and authority for compliance with Audubon Signature Program requirements who has a minimum of three year’s experience as a manager in charge of a property.

2. That person must also have prior property development and construction experience. Preferably, he or she should have previous experience in the region where the development is being built; and previous experience with either an Audubon Signature or Audubon Cooperative Sanctuary program.

3. Throughout construction and operation, the property must continue to have as the manager in charge of the property, with responsibility and authority for Signature Program compliance, a person who has: either (a) a minimum of three year’s prior experience as manager in charge of a property; or (b) a minimum of three year’s prior experience as an assistant to the manager in charge at that particular property during its construction or operation as a member of an Audubon Signature program.

4. With golf courses, this person would be the golf course superintendent. With residential communities, this person could be the same as the Eco-Development and Education Coordinator, Activities Director or HOA representative.

Requirement B: Prepare a Natural Resource Management Plan (NRMP)

1. The plan should meet Audubon International’s requirements for the content of a Management plan and a draft submitted within a time specified by the Signature Program Director.

2. Maintain frequent contact with the Signature Program Director on progress toward and questions related to development of the initial draft and any redrafts of the NRMP.
3. Adhere strictly to the schedule for submission of the initial draft of the NRMP and any redrafts, as set by the Signature Program Director; make sure the initial draft of the NRMP covers in detail all of the subject matter specified in materials provided by the Signature Program Director.

4. Make sure that any redraft of the NRMP fully addresses, to the satisfaction of the Signature Program Director, all matters raised by AI in comments on the prior draft.

Requirement C: Use turfgrass suitable for the ecological region in which the property is located. In areas where the turfgrass is necessary, use turfgrass that is consistent with accepted agronomic principles for the region of the country in which the property is located.

- When using sod, use only certified sod.
- Do not use turfgrass in areas where it is not necessary (e.g., for a golf course, places where the game is never played, such as backs of tees, between tees, beyond the reach of accepted guidelines for width of rough). Instead, use native and naturalized vegetation in those areas.
- For shorelines of water bodies, do not maintain closely manicured turfgrass all the way to those shorelines. Instead, within a 25-foot zone adjacent to any in-play portion of a shoreline, raise the mowing height to at least three inches, to allow the longer turfgrass to slow and filter runoff. (To the extent that a 25-foot wide zone of three-inch or higher turfgrass cannot be maintained in a particular area, a narrower zone or lower minimum height of cut, as specifically justified to the satisfaction of the Signature Program Director, may be maintained.)

Requirement D: Prepare and use a proper Integrated Pest Management Plan. Prepare a written Integrated Pest Management Plan that includes and details:

1. The specific pests for which the property will take management measures.
2. The thresholds of tolerance prior to any management actions being taken.
   - A. a list of cultural practices that will be used on the property when thresholds are exceeded;
3. A list of all pesticide products (chemical, organic, etc.) to be used on the property, listed from least toxic to most toxic;
4. A protocol that establishes the U. S. Environmental Protection Agency approved risk assessment procedure that was used to evaluate those pesticides;
5. A description of scouting or other methods to be used to monitor pest activity;
6. A signed agreement committing that the property’s management will:
   1. monitor pest activity on a regular basis,
   2. take corrective actions in accordance with these requirements:
      - (A) only if established thresholds are met,
      - (B) only the minimum actions necessary, and
that the order in which corrective actions will take place will be:

(i) cultural,
(ii) least toxic to most toxic, and
(iii) most toxic only as a last resort;

(3) not use highly mobile and toxic materials within 50 feet of any water bodies;

(4) establish special management zones around water bodies: the first (Special Management Zone A) runs landward 25 feet from the mean high water line; the second (Special Management Zone B) runs farther landward 25 feet from the outer edge of Special Management Zone A.

(A) Within Special Management Zone A, no pesticides may be used and only organic fertilizers may be used.
(B) Within Special Management Zone B, only a limited set of pesticides may be used, on the basis of the risk assessment, and only slow release or organic fertilizers may be used.

Requirement E: For a property that conducts its own property maintenance services with vehicles and equipment stored or maintained on site, design and build a proper Natural Resource Management Center (NRMC) (i.e., maintenance facility.) An NRMC must:

1. have a pesticide storage building with containment (i.e., barriers or other system to prevent any spills from escaping), separate from the main maintenance building.
2. have an enclosed pesticide mix/load area, with containment.
3. have all concrete floors sealed with an impermeable protective coating, such as paint
4. have all floor drains routed through a filtration system.
5. use natural lighting” (e.g., windows, skylights) to the extent practical, to minimize use of electric lights.
6. have only above-ground fuel storage tanks, with containment, unless otherwise mandated by law, or specifically justified to the satisfaction of the Signature Program Director; and have a recessed or “lipped” fuel fill-up area, to contain any spills that may occur during fueling. Unless otherwise specifically justified to the satisfaction of the Signature Program Director, the entire fuel area must be under cover for protection from precipitation and from adverse impacts that can be caused by continuous exposure to the sun.
7. have an equipment wash-down area, with containment, that either recycles rinse water for future wash-down or otherwise treats water before it is re-used either to irrigate turf or, as specifically justified and designed to the satisfaction of the Signature Program Director, to feed into a “created” wetland treatment system.
8. have a used (waste oil) oil recycling system, with containment and under cover
9. present a clean, neat, and professional appearance at all times (e.g., no junk/debris piled in or around the buildings).
10. meet all applicable health, safety, environmental, zoning, code, or other regulations established by responsible local, state, or federal governmental agencies.
11. Locate emergency fuel shutoff away from fuel island but in easily accessible area with proper signage.
Section III: Construction Best Management Practices (BMPs)

**Description of Requirements for Section III**

**Requirement A:** Host a site visit for Audubon International staff to review the project during construction—timing of the visit will be defined by Audubon International staff.

**Requirement B:** *Install a proper irrigation system.* Any irrigation system must be a prescription system; in other words, a system that puts water only where it is needed, when it is needed, in the amount that is needed. The system must be equipped to monitor evapo-transpiration.

**Requirement C:** *Limit farmland impacts and disturbance of prime farmland soils, unique soils, and soils of state important (SSI).* Soils and viable farmlands are being lost each year and as such it is important for any sustainable land development project to minimize impacts to these valuable soil resources.

**Requirement D:** *Identify and protect wildlife and habitats during and after construction.*
- Identify and protect all designated wetlands from adverse impact during construction and operation of the development.
- Identify and protect all threatened, endangered, or special concern species of wildlife and their habitats from adverse impact during construction and operation of the development.
- Identify and protect all core habitats, patch habitats, and wildlife corridors, as detailed in the *Landscape Restoration Handbook*, and protect them from adverse impact during construction and operation of the development.
- Identify habitat areas that can be restored, either during or after construction, to a condition that will again support wildlife; and restore the identified areas.
- Use native or naturalized plants in restoration and landscaping.
- Identify and remove invasive/exotic plant species.

**Requirement E:** *Protect water quality during and after construction,*
- Install effective erosion control measures to protect environmentally sensitive areas and areas not under construction. Erosion control measures must be in place before clearing and construction begin and remain in place until vegetation
is well established. After the initial construction period, install effective erosion controls before making any changes to the landscape.

- Restore degraded areas such as eroded slopes, compacted soils, and polluted water sources.

- Any drains that emanate from areas that are treated with pesticides or fertilizers of any type must have at least a 25-foot buffer of vegetation between the drain exit and the receiving water body, including any that may be wet for only part of the year (*e.g.*, intermittent or ephemeral streams, vernal pools, dry arroyos, washes). Wetlands may be included within the vegetated buffer zone only subject to the restrictions.

- If for good reason, as specifically justified to the satisfaction of the Signature Program Director, a 25-foot buffer of vegetation between such a drain exit and a receiving water body is not possible in a particular area, a “mechanical” filtration system designed to the satisfaction of the Signature Program Director may be installed.

- Vegetation within a special management zone extending 25 feet out from a water body must not be treated with pesticides and may be treated only with organic fertilizers, to promote microbial growth and healthy soil and vegetation while minimizing runoff of nitrogen and phosphorus into the water.

- Maintain the vegetated buffer zones in the same manner around all water bodies after the development is completed.

- Construction activities are scheduled to minimize length of time that soils are exposed.

**Requirement F: Prepare Construction Management Plan and Adhere to Construction Guidelines**

Develop and distribute written Construction Management Guidelines for the project to relevant stakeholders and work with Audubon International to identify where and how these guidelines are being implemented and adopted during the construction phase.

Audubon International’s Construction Management Guidelines have been created to guide managers, contractors, and other personnel during clearing and construction. The guidelines should make sure that the following matters are identified and discussed and that written protocols are in place prior to construction. Names and phone numbers for responsible contact persons must be identified within these guidelines. Guidelines must be provided to developer
and contractor staff before work begins and be compared to post-construction as-built plans to determine that it was followed.

- Clearly identify all jurisdictional limits (shown on a plan with details).
- Define protocols and locations for clearing vegetation on a site plan (shown on a plan with details).
- Clearing should be iterative (shown on a plan with details) allowing time for wildlife to move from the area being cleared.
- Identify clearing lines with uniform color coding (shown on a plan with details).
- Preserve specimen trees (shown on a plan with details).
- Protect specimen trees (shown on a plan with details).
- Transplant trees that may be injured or damaged during construction working with an arborist.
- Identify trees and other vegetation for transplantation from lots and other building areas.
- Maintain or restore edge conditions of preservation areas within and adjacent to cleared areas (shown on a plan with details).
- Preserve key wildlife habitat within the ecosystem (shown on a plan with details).
- Identify and follow haul routes at all times (shown on a plan with details).
- Prepare and implement an erosion control plan (shown on a plan with details).
- Identify areas for soil storage, burn and rubbish piles, and other types of waste or recycling and reuse materials management areas (shown on a plan with details)
- Prohibit littering and require disposal of garbage and trash only in identified areas (shown on a plan with details).
- Do not wash out concrete equipment in drainage ditches or storm drains (identify where washing will to occur).
• Report and clean up any hazardous material spills (shown on a plan with details as to how this will be handled).

• Develop and conduct an education program for construction workers to communicate the requirements (prepare handouts and provide evidence that this has been accomplished - stickers on hardhats, for example).

• Direct surface and subsurface drainage from greens over vegetative buffers, through vegetative swales, or in to sumps and filtering devices before discharging to water (shown on a plan with details).

• Route drainage from fairways away from direct input to surface waters (shown on a plan with details).

• Clearing for cart paths should follow the guidelines for clearing of the golf course (shown on a plan with details).

• Establish a nursery on the site for plantings (shown on a plan with details).

• To maintain air quality, all equipment used on the property should be maintained in good running condition and undergo maintenance if necessary.

• Dust should be kept to a minimum by use of watering trucks.

• Temporary fuel set-up should be contained

• Construction equipment and other machinery will follow specific roadways.

• Dead trees will be evaluated before cutting to determine if they may remain as wildlife snags.

• Topsoil is stockpiled and covered with tarps, straw, mulch, chipped wood, or other means of protecting it from erosion.

• Equipment may not be parked under trees on root zone so as to not injure roots, trunks or compact soils.

Requirement G: Adhere to any and all additional site-specific requirements for the construction of the project as determined by Audubon International. Each property is different and may have requirements specifically related to the project. Each task or activity identified by Audubon International staff must be addressed in the NRMP.
Note: Points may be deducted from the credits section for any “stop-work order” on any permits obtained by the developer.

Requirement H: Adhere to the required Outreach & Education requirements for Construction as defined by Audubon International including:

1. Create a training brochure for all construction workers that defines on-site construction guidelines. Use AI/Signature member logo on these educational brochures for construction workers.
2. Develop and conduct an education program for construction workers to communicate the requirements (prepare handouts and provide evidence that this has been accomplished - stickers on hardhats, for example).
Section IV: Long-Term Management

Description of Requirements for Section IV

Requirement A: For a property that conducts its own property maintenance services with vehicles and equipment stored or maintained on site, maintain a proper Natural Resource Management Center (i.e., maintenance facility.)

Requirement B: Property adheres to minimum requirement of NRMP which allows for additional credits.

Requirement C: Ensure that all landscape, maintenance and other relevant vendors used on-site are aware of and in compliance with all of the requirements and guidelines of Signature Program certification, including, but not limited to, the Principles for Sustainable Resource Management (as a Sustainability policy statement for site involvement) and the Natural Resource Management Plan. On an annual basis, supply the Signature Program office with a list (with contacts) of all of these vendors.

Requirement D: Identify and remove invasive species from the site.

Requirement E: Design irrigation system to conserve water and energy. A proper system must only irrigate where, when, and in the amount needed to maintain landscape beds and turf.

Requirement F: Regularly monitor (e.g. weekly, monthly) and maintain outdoor irrigation equipment and indoor plumbing to eliminate leaks in a timely manner.

Requirement G: Lawns and gardens are watered in conjunction with weather forecasts and avoid watering if it is likely to rain. Programmed irrigation systems are turned off when it is raining.

Requirement H: Lawns and gardens are irrigated during the early morning or evening hours to reduce water loss to evaporation. Lawns are watered on a deep, infrequent basis to promote plant health. Mulches are used in gardens and landscaped areas to reduce water loss.

Requirement I: Procedures and policies are in place to deal with accidental releases of maintenance materials and chemicals.

Requirement J: Gasoline, motor oil, brake and transmission fluid, solvents, and other chemicals are prohibited from directly or indirectly entering water bodies through BMPs.
**Requirement K:** Litter is routinely removed from entry roads and common space.

**Requirement L:** Product use considerations, product manufacturing considerations, raw materials considerations, and disposal and reuse considerations are investigated before products are chosen.

**Requirement M:** Programmable thermostat with fan only switch.

**Requirement N:** Energy-efficient lighting such as compact fluorescent bulbs, energy efficient fluorescent lamps, task lighting or lighting controls are used in at least 50% of lighting fixtures in common spaces. (Silver uses 76% and Gold uses 100%)

**Requirement O:** *Energy Star* or other energy efficient appliances such as computers, air conditioners and refrigerators are purchased.

**Requirement P:** Cooling system has non-CFC and non-HCFC refrigerant.

**Requirement Q:** LED exit signs have been installed.

**Requirement R:** Regular maintenance is performed on furnaces/AC units to maximize energy efficiency. If the furnace or A/C unit needs to be replaced, an energy-efficient model has been installed or selected.

**Requirement S:** Appliances are cleaned annually as appropriate.
AMENDMENT TO APPROVED AGREEMENT
APPLICATION

Update: March, 2023

CONTACT INFORMATION

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<tr>
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<th>Jeffrey S. Howard</th>
<th>Property Owner</th>
<th>Carma Paso Robles, LLC</th>
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<td>Applicant’s Mailing Address</td>
<td>4301 Bull Creek Rd, Ste 150, Austin, TX 78731</td>
<td>Owner’s Mailing Address</td>
<td>9600 N Mopac Expy, Ste 750, Austin, TX 78759</td>
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<td>Applicant’s Email</td>
<td><a href="mailto:jhoward@mcleanhowardlaw.com">jhoward@mcleanhowardlaw.com</a></td>
<td>Owner’s Email</td>
<td><a href="mailto:chad.matheson@brookfieldrp.com">chad.matheson@brookfieldrp.com</a></td>
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PROPERTY INFORMATION

Subject Property Address(es): _____________________________________________________________

Legal Description: Lot _________ Block _________ Subdivision ___________________________

Total Acreage: ___________________ Tax ID #: R_____________________________

Preferred Scenario Designation: ___________________ Existing Use of Property: Mixed

DESCRIPTION OF REQUEST

Proposed New Preferred Scenario Designation, if any: n/a

Proposed Base Zoning Districts: No change

Proposed Land Uses: No change

AUTHORIZATION

By submitting this digital application, I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee $2,000 plus $100 per acre Technology Fee $15 MAXIMUM COST $5,015

Submittal of this digital Application shall constitute as acknowledgment and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/
PROPERTY OWNER AUTHORIZATION

I, ____________________________ (owner name) on behalf of
Carma Paso Robles, LLC ________________________ (company, if applicable) acknowledge that I/we
am/are the rightful owner of the property located at
the terminus of Centerpoint Road __________________________ (address).

I hereby authorize ____________________________ (agent name) on behalf of
McLean & Howard, L.L.P ________________________ (agent company) to file this application for
a PUD amendment ____________________________ (application type), and, if necessary, to work with
the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: ____________________________ Date: 1/30/2024
Printed Name, Title: Chad Matheson, Vice President

Signature of Agent: ____________________________ Date: 1/30/2024
Printed Name, Title: Jeffrey S. Howard, Partner

Form Updated October, 2019
AGREEMENT TO THE PLACEMENT OF NOTIFICATION SIGNS
AND ACKNOWLEDGEMENT OF NOTIFICATION REQUIREMENTS

The City of San Marcos Development Code requires public notification in the form of notification signs on the subject property, published notice, and/or personal notice based on the type of application presented to the Planning Commission and/or City Council.

- Notification Signs: if required by code, staff shall place notification signs on each street adjacent to the subject property and must be placed in a visible, unobstructed location near the property line. It is unlawful for a person to alter any notification sign, or to remove it while the request is pending. However, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements. **It shall be the responsibility of the applicant to periodically check sign locations to verify that the signs remain in place had they not been vandalized or removed. The applicant shall immediately notify the responsible official of any missing or defective signs. It is unlawful for a person to alter any notification sign, or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements.**

- Published Notice: if required by code, staff shall publish a notice in a newspaper of general circulation in accordance with City Codes and the Texas Local Government Code. **If, for any reason, more than one notice is required to be published it may be at the expense of the applicant. The renotification fee shall be $150 plus a $15 technology fee.**

- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. **If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $150 plus a $15 technology fee.**

I have read the above statements and agree to the required public notification, as required, based on the attached application. The City's Planning and Development Services Department staff has my permission to place signs, as required, on the property and I will notify City staff if the sign(s) is/are damaged, moved or removed. I understand the process of notification and public hearing and hereby submit the attached application for review by the City.

Signature: [Signature]  
Date: 1/30/2024

Print Name: Chad Matheson, Vice President

Form Updated March, 2023
SUMMARY OF REQUESTED AMENDMENTS
TO THE PASO ROBLES PDD

1. **Cap on Dwelling Units**
Several provisions of the PDD are amended to reduce the dwelling unit cap from 3,450 to 3,150. The modified language will also clarify that the cap only applies to the MU portion of the Project. Uses constructed on the GC portion will be limited to a maximum of 500 LUEs with an additional 50 LUEs allocated for miscellaneous open space areas/corridors.

- **Section II.A.1 (pg. 8)**
  In order to provide more open space, trails and an enhanced quality of life for its residents, Paso Robles will place a unit cap on the mixed use portion (MU district) of the project of 2.7 units per gross acre (mixed use portion of the project), or 3,450 dwelling units, which is less than 2.7 units per gross acre. This 3,150 dwelling unit cap does not apply to the general commercial portion (GC district) of the project.

- **Table II-1**
  For MU–Residential, change 3,450 to 3,150 in the column for allowable service units and update totals as appropriate. Delete the column for anticipated dwelling units as it is unnecessary and could create confusion. Add multifamily to the land use column for the GC portion for a more comprehensive and accurate reflection of the permitted uses in that area of the project. Delete asterisk.

- **Section II.A.1 (pg. 10)**
  The maximum overall density units allowed in the mixed use portion (MU district) of the PDD is 3,150 dwelling units, which is less than 2.7 dwelling units per gross acres of the mixed use district. The density of any residential use in the general commercial portion (GC district) of the PDD shall comply with Section III.D.

- **Table II-3**
  Edit chart to decrease the total number of dwelling units proposed in the mixed use district to 3,150. Delete asterisk.

- **Section II.A.3.9, Item #9 (pg. 11)**
  Paso Robles provides an overall density cap of 2.7 3,150 residential dwelling units per acre of in the mixed use (MU) district. The proposed 3,450 dwelling units in the mixed use (MU) district are approximately 15.18% less than would normally be allowed under the City of San Marcos Land Development Code for the mixed use (MU) area.

- **Section III.B.8 (pg. 25)**
  The PDD residential dwelling unit maximum for the mixed use (MU) district shall be 3,450 dwelling units for the MU district.

2. **Cap on Age Restricted Units**
The PDD will need to be amended to delete the limitation on active adult dwelling units.

- **Section III.B.8 (pg. 25)**
  Active Adult use shall be limited to no more than 2,850 dwelling units.

3. **Exhibits**
- **Exhibit II-2** Update Conceptual Land Use Plan
- **Exhibit II-3** Update Conceptual Open Space Plan
- **Section III.B.1 (pg. 24)**
  To the extent any exhibits herein conflict with text of this PDD, the text shall control.
Public Hearing
PDD-08-05(B)
Kissing Tree PDD Amendment

Hold a public hearing and consider a request by Jeffrey Howard, on behalf of Carma Paso Robles, LLC, to amend the regulations and standards applicable within the Kissing Tree Planned Development District (PDD) consisting of approximately 1,338.58 acres, more or less, out of the John Williams Survey, Edward Burleson Survey, Nathaniel Hubbard Survey, and Isaac Lowe Survey, generally located in the area of Centerpoint Road and Hunter Road, to establish, among other things, a reduction in the total number of residential units in the Mixed Use portion of the development west of Hunter Road and allowing all of those residential units to be senior dwelling units. (L. Clanton)
Property Information

- Approximately 1338.58 acres
- Located at the intersection of Centerpoint Rd. & Hunter Rd.
- Located within City Limits
Context & History

• Approximately half of the development has been built out – includes residential, parks, and community center
• Surrounding Uses
  • Vacant/ Agricultural
  • Single Family Residential
  • Personal Services
  • Highway Commercial
• Kissing Tree PDD adopted via Ordinance in October 2010, amended in 2011
Context & History

• Existing Zoning:

  Mixed Use (MU)
  - 1,278 acres west of Hunter Road

  General Commercial (GC)
  - 60 acres southeast of Hunter Road
  - “Commercial/ Multifamily”
Proposed Changes

- Updates to in-text Land Use Summary, Concept Plan Exhibit, Open Space Plan Exhibit
- Decrease in residential units in Mixed Use portion
  - 3,450 to 3,150
- All units can be senior dwelling units
  - Limit of 2,850 to none
- Right-of-way dedication agreement for Centerpoint Road improvements
**Recommendation**

- Staff recommends **approval** of PDD-08-05(B) as presented