ORDINANCE NO. Z-94-01-13-8D
3045

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES (1990 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE DESIGNATION OF THE OAKLANDS SECTION TWO, BLOCK H, LOTS 64-89, ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT TF (TWO-FAMILY RESIDENTIAL) TO DISTRICT PUD (PLANNED UNIT DEVELOPMENT) NO. 8.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to change the zoning classification of the property described in Exhibit "A" from District TF (Two-Family Residential) to District P.U.D. (Planned Unit Development) No. 8;

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 3rd day of June, 1993, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the above described property be changed from District TF (Two-Family Residential) to District P.U.D. (Planned Unit Development) No. 8 and,

WHEREAS, on the 10th day of June, 1993, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council has determined that substantial changes in conditions have occurred which justify the zoning classification change provided for herein, and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, and Section 11.305(2), Code of Ordinances (1990 Edition), City of Round Rock, Texas, concerning public notices, hearings, and other

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

procedural matters has been fully complied with,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the Planned Unit Development (PUD) District No. 8 meets the following goals and objectives:

(1) The development in PUD No. 8 is equal or superior to development that would occur under the standard ordinance requirement.

(2) PUD No. 8 is in harmony with the general purposes, goals, objectives and standards of the General Plan;

(3) PUD No. 8 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare;

(4) PUD No. 8 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities; and

(5) PUD No. 8 will be developed and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 11.305 (2), Code of Ordinances (1990 Edition), City of Round Rock, Texas is hereby amended so that the zoning

classification of the property described in Exhibit "A" attached hereto and incorporated herein shall be, and is hereby changed from District TF (Two-Family Residential) and shall be hereafter designated as Planned Unit Development (PUD) No. 8, and that the Mayor is hereby authorized and directed to enter into the Planned Unit Development (PUD) agreement attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Alternative 1.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 1994.

Alternative 2.

READ and APPROVED on first reading this the 10th day of June, 1993

READ, APPROVED and ADOPTED on second reading this the 13th day of January, 1994.

CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:

JOANNE LAND, City Secretary

EXHIBIT B

DEVELOPMENT PLAN FOR P.U.D. #8

This agreement ("Development Plan") made the 13th day of January, 1994, between the City of Round Rock, Texas, having its offices at 221 East Main Street, Round Rock, Texas (hereinafter called the "City"), and Regency-Yeager Joint Venture, a Texas Joint Venture, having its offices at 4210 Spicewood Springs Road, #208, Austin, Texas, 78759, and Oaklands Owners Association (hereinafter collectively called the "Developer").

WHEREAS Developer has requested a Planned Unit Development from the City for thirteen (13) single family residential lots on a tract of land located within the incorporated limits of the City of Round Rock and more fully described as follows: Amending plat of Lots 64 - 90, Block H of the Amended Plat of the Oaklands Section Two Revised, more particularly described in Exhibit A (hereinafter referred to as the "Property"); and

WHEREAS the Developer, in accordance with Chapter 11, Section 11.316, Code of Ordinances 1990 Edition, City of Round Rock, Texas is required to submit a Development Plan to the City containing certain terms and conditions for the use and development of the Property; and

WHEREAS the City Council has reviewed the Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set

forth, the City and the Developer covenant and agree as follows:

1. LIENHOLDER CONSENT: That Developer is the sole holder of fee simple title to the Property or that he has obtained the written consent to the re-zoning of the Property from TF (two-family residential) to a Planned Unit Development from all lien holders, legal or equitable, of the Property. Said written consent if applicable is attached as Exhibit "B", and hereby made a part of this Development Plan.

2. DEVELOPMENT AND USES: The Property shall be developed for the following purposes only: thirteen (13) single family lots, with a 6,500 square foot minimum parcel size, as generally shown on the concept plan attached hereto as Exhibit "C".

3. GENERAL COMPLIANCE: The Developer shall comply with all the requirements and restrictions depicted in this Development Plan and an Exhibit "C". Unless specifically waived by this Development Plan or the Planned Unit Development Ordinance of the City of Round Rock, the Developer shall also comply with all other applicable ordinances of the City of Round Rock.

4. CHANGES TO THE DEVELOPMENT PLAN: After this Development Plan has been accepted and approved by the City Council, all but minor alterations shall be resubmitted for consideration to the City Council following the same procedure required for the original adoption of this Development Plan. Any minor alterations to the Development Plan which do not substantially change the concept of the Planned Unit Development may be approved by the Director of Planning.

5. LAND USE AND BUILDING TYPES: No building shall be erected,

altered or permitted on any lot for a use other than a single family residence. Clearly secondary, ancillary buildings and structures such as garages and swimming pools are also permitted. Lot 13 shall not have second story windows facing the easterly side of the lot.

6. PARKING: Parking shall be allowed along an 8′ wide strip on the west side of the internal private street per the recorded PUD 8 Maintenance Committee document (see Exhibit D) and parking shall not be allowed on the east side of the private drive, and this restriction shall be enforced by the PUD 8 Maintenance Committee. Parking and one-way directional designations shall be clearly marked. Parking and directional signs shall be installed prior to the issuance of the sixth building permit.

7. LANDSCAPING: The Developer agrees to be responsible for the installation of landscape improvements and sprinkler systems in the designated areas. These areas will include a greenbelt along the length of Oakwood Boulevard between the edge of pavement and the boundary of the Property, and a planted area between the edge of pavement and the east property line along the interior of the private drive as depicted in Exhibit "C". Prior to the issuance of the sixth building permit, all landscaping and irrigation equipment shall be installed. Landscaping along the east property line landscaped area shall be of turf grass and shrubbery. Shrubbery density shall be a minimum of 20% of the landscape area.

8. TEMPORARY STRUCTURES OR EMPLACEMENTS: No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicles without a current license tag, or any tent,

shack, barn or other outbuilding shall be erected, placed, driven onto, altered or permitted to remain on any lot at any time, either temporarily or permanently. No unenclosed outdoor storage shall be permitted. This provision shall not apply to vehicles, equipment or temporary structures utilized by Developer, or contractors or subcontractors when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the subdivision and the disposition of lots by sale, lease or otherwise.

9. ELECTRICAL EQUIPMENT AND UTILITIES: All on-site electrical distribution, telephone or television cable, shall be underground.

10. MAINTENANCE OF INTERNAL PRIVATE DRIVE AND COMMON AREA: The PUD No. 8 Maintenance Committee shall be responsible for the maintenance of the internal private drive and the landscaping in all greenbelt areas as shown on Exhibit "C". Maintenance requirements generally include: prompt removal of all litter, trash and waste; lawn mowing, tree and plant trimming; watering of landscaped areas; maintaining drainage facilities; maintaining postal boxes to United States Postal Service Standards; and keeping any entry sign and perimeter fencing in good repair.

11. MINIMUM SETBACKS: The front setback from the internal private drive shall be twenty (20') feet for all lots. All lots shall have a side setback of five (5') feet, and all lots shall have a twenty (20') foot rear setback. Lots having a sideline adjacent to a public street shall have a setback from the respective public street of ten (10') feet. (See Exhibit "C")

12. TEXAS WATER COMMISSION: Construction plans are required to be

submitted to and reviewed by the to Texas Water Commission.

13. FENCES: Perimeter fences shall be of a privacy type construction. The outside perimeter fence shall be a cedar picket fence mounted to steel posts with rust resistant coating set a minimum of 18" in concrete and being no more than 6.5 feet in height. The fence shall be maintained by the PUD No. 8 Maintenance Committee. The fence along Oakwood Blvd. shall meander with off-sets so as not to create a straight wall effect, and shall have the finished side towards Oakwood Blvd. Prior to the issuance of the sixth building permit, all fence construction shall be completed.

14. ON SITE DETENTION: Stormwater detention shall be provided in accordance with the original subdivision plat, The Oaklands Section Two, Cabinet J, Slides 160-161.

15. ACCESS TO OAKWOOD BOULEVARD AND OAK PARK DRIVE: Individual driveway access to Oakwood Boulevard and Oak Park Drive shall be prohibited.

16. ENTRY SIGN: One entry identification sign, not to exceed three feet in height, is hereby authorized to be located at the south entrance of the subdivision and shall be positioned in such a manner as not to constitute a traffic hazard. (See Exhibit C for location.)

17. SIDEWALKS: A forty-eight (48") inch wide sidewalk shall be constructed along Oakwood Boulevard for the length of the Property. A forty-two (42") inch sidewalk shall be constructed along Oak Park Drive. Construction of the sidewalk shall be completed and accepted by the City prior to the issuance of the

sixth building permit for this development.

18. POSTAL BOXES: Postal boxes shall be installed as approved by the Round Rock Post Office, in the location illustrated on Exhibit "C".

19. PRIVATE DRIVE: The private drive as depicted on Exhibit "C" shall be a one-way drive with an entrance located off of Oak Park Drive and the exit onto Oakwood Blvd. Directional designations and signs shall be clearly mounted and displayed.

20. REPRESENTATION: It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this contract.

21. RECORDATION: This agreement shall be construed as running with the land and shall be recorded in the official deed records of Williamson County.

22. AMENDMENT: The terms of this agreement may be altered only in accordance with Section 4 of this Plan.

23. INCORPORATION: Exhibits A, B, C and D referred to are hereby incorporated into and made a part of this agreement.

24. LEGAL AND REGISTRATION FEES: The Developer agrees to pay all legal fees and recording costs incurred by the City in the preparation and recording of this contract.

25. BINDING: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

26. REPEAL OF ORDINANCE: If the Developer fails to comply with any requirements or restrictions depicted in the Development Plan, or in Exhibit "C", or fails to comply with any terms or conditions of this Ordinance, the City shall send written notice to the Developer via certified mail, return receipt requested, listing the non-compliance items, and requesting that the Developer bring said items into compliance within thirty (30) days from receipt of said notice. If the Developer fails to comply after the expiration of the thirty (30) days, then the City may repeal this Ordinance and all rights and privileges provided within this Ordinance.

IN WITNESS WHEREOF the said parties to the Agreement have hereunto set their hands and seals this 13th day of January, 1994.

DEVELOPER

The Oaklands Owners Association

Roger B. Harlan, President
803 Blue Spring Circle
Round Rock, Texas 78681

REGENCY-YEAGER JOINT VENTURE

By: Pat Casey

CITY OF ROUND ROCK, TEXAS

By: Charles Culpepper
Charles Culpepper, Mayor

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 22nd day of DECEMBER, 1993 by PAT CASEY, on behalf of Regency-Yeager Joint Venture.

Christine R. Martinez
Notary Public, State of Texas
Printed Name: CHRISTINE R. MARTINEZ
My commission expires: 8-5-97

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 21st day of DECEMBER, 1993 by ROGER B. HARLAN, on behalf of The Oaklands Owners Association.

Christine R. Martinez
Notary Public, State of Texas
Printed Name: CHRISTINE R. MARTINEZ
My commission expires: 8-5-97

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 13th day of January, 1994 by Charles Culpepper, Mayor of the City of Round Rock.

Christine R. Martinez
Notary Public, State of Texas
Printed Name: CHRISTINE R. MARTINEZ
My commission expires: 8-5-97

METES AND BOUNDS DESCRIPTION FOR
THE OAKLANDS, SECTION TWO P.U.D.

EXHIBIT "A"

FIELD NOTES FOR A TRACT OF LAND CONTAINING 3.498 ACRES OF LAND OUT OF THE J.H. HARRELL SURVEY, ABSTRACT NO. 284, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE SUBDIVISION KNOW AS "AMENDED PLAT OF THE OAKLANDS SECTION TWO REVISED" RECORDED IN THE PLAT RECORDS OF WILLIAMSON COUNTY CABINET J, SLIDE 160–161, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING for reference at an iron pin found in the west right–of–way line of Oakwood Boulevard, same iron pin being the northeast corner of Lot 19, Block K, Amended Plat of The Oaklands Section Two Revised recorded in Cabinet J, Slide 160–161 of the Plat Records of Williamson County, Texas.

THENCE, N87°38'13"E, 66.23 feet to an iron pin found and the POINT OF BEGINNING of the tract herein described;

THENCE, N87°38'13"E, 131.96 feet to an iron pin found;

THENCE, S 7°25'20" E, 101.16 feet to an iron rod found;

THENCE, 235.62 feet along the arc of a 150.00 foot radius curve to the left through a central angle of 89°59'58" the chord of which bears S 52°25'20" E, 212.13 feet to an iron pin found;

THENCE, N 89°36'08", 132.74 feet to an iron pin found;

THENCE, 16.00 feet along the arc of a 834.68 foot radius curve to the left through a central angle of 01°05'54", the chord of which bears S 09°18'10" W, 16.00 feet to an iron pin found;

THENCE, N 89°54'56" W, 128.24 feet to an iron pin found;

THENCE, 362.67 feet along the arch of a 322.94 foot radius curve to the left through a central angle of 64°20'41" the chord of which bears S 50°24'19" W, 343.91 feet to an iron pin found;

THENCE, 87.57 feet along the arc of a 147.94 foot radius curve to the left through a central angle of 33°54'58" the chord of which bears S 01°16'31" W, 86.30 feet to an iron pin found;

THENCE, S 15°40'55" E, 78.06 feet to an iron pin found;

THENCE, S 40°12'11" W, 96.08 feet to an iron pin found;

THENCE, 131.53 feet along the arc of a 151.59 foot radius curve to the left through a central angle of 49°42'45" the chord of which bears S 15°20'50" W, 127.44 feet to an iron pin found;

THENCE, S 09°30'31" E, 36.31 feet to an iron pin found; the same iron pin being a point in the north right–of–way of Oak Park Drive;

THENCE, along the north right–of–way of Oak Park Drive, S 80°29'29" W, 121.33 feet to an iron pin found;

THENCE, 24.42 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 93°16'57" the chord of which bears N 52°52'51" W, 21.81 feet to an iron pin found, same being a point in the east right–of–way of Oakwood Boulevard;

THENCE, 291.40 feet along the arc of a 719.34 foot radius curve to the right through a central angle of 23°12'36" the chord of which bears N 05°21'08" E, 298.41 feet to an iron pin found;

THENCE, N 16°57'26" E, 378.47 feet to an iron pin found;

THENCE, 210.72 feet along the arc of a 530.00 foot radius curve to the left through a central angle of 22°46'46" the chord of which bears N 05°34'02" E, 209.33 feet to an iron pin found, same being the POINT OF BEGINNING, containing a computed area of 3.498 acres.

EXHIBIT "B"

HORIZON SAVINGS

April 27, 1993

Mr. Pat Casey
Regency-Yeager Joint Venture
4210 Spicewood Springs Rd. #208
austin, Texas 78759

RE: Oaklands Section 2

Dear Pat:

Please allow this letter to serve as Horizon Savings' consent, as lienholder on the referenced property, to the rezoning of the property to a Planned Unit Development for 13 single family residential lots as submitted in the Development Plan to the City of Round Rock, Texas on this date.

Sincerely,

Charles S. Nichols, Jr.
Executive Vice President

RECEIVED

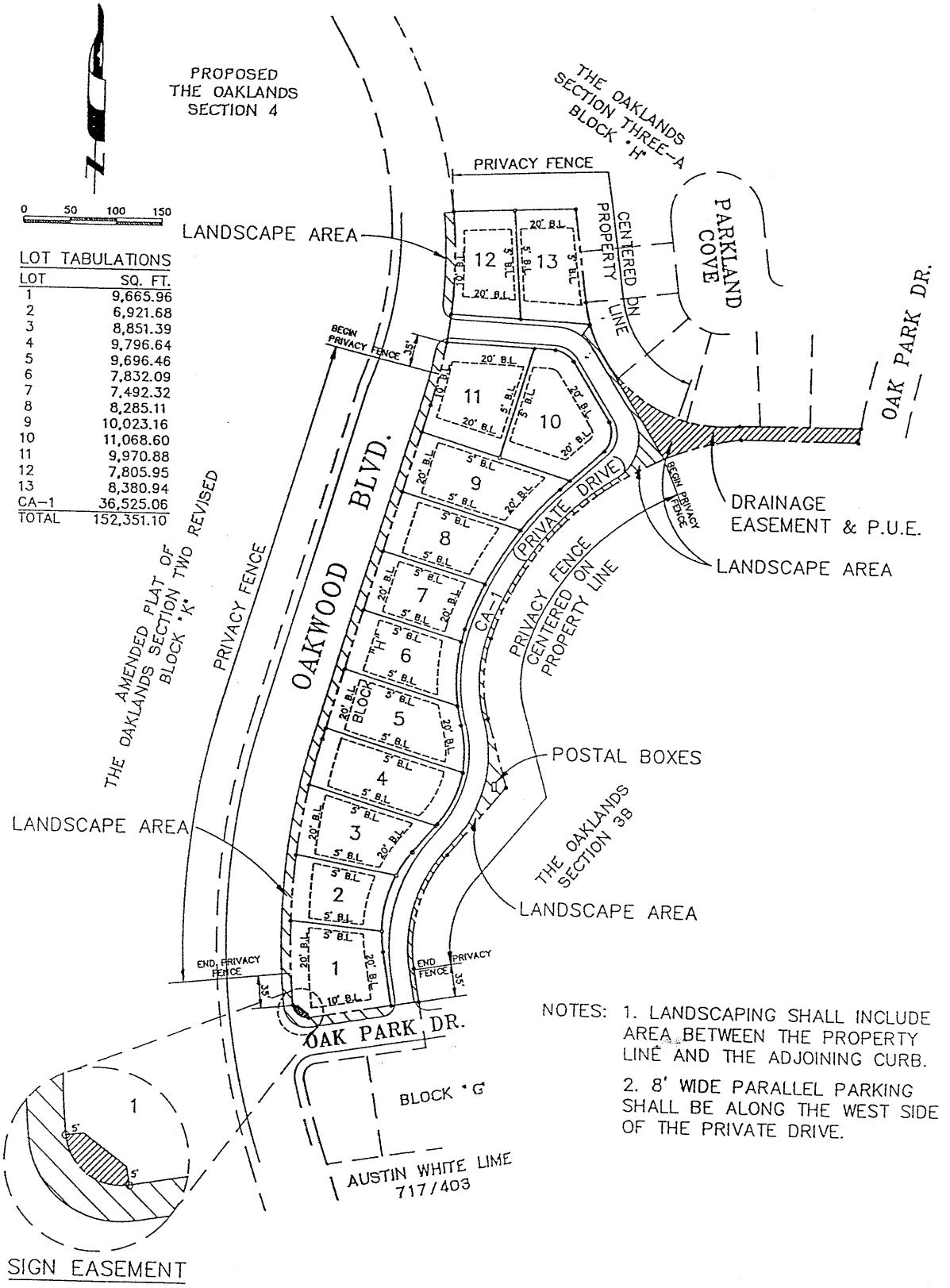
MAY 4 - 1993

CITY OF ROUND ROCK
PLANNING DEPARTMENT

8627 North Mopac
P.O. Box 9600
Austin, Texas 78766
512 338-4300
Member FDIC

THE OAKLANDS SECTION TWO P.U.D.

EXHIBIT "C"



LOT TABULATIONS

LOT	SQ. FT.
1	9,665.96
2	6,921.68
3	8,851.39
4	9,796.64
5	9,696.46
6	7,832.09
7	7,492.32
8	8,285.11
9	10,023.16
10	11,068.60
11	9,970.88
12	7,805.95
13	8,380.94
CA-1	36,525.06
TOTAL	152,351.10

NOTES:
1. LANDSCAPING SHALL INCLUDE AREA BETWEEN THE PROPERTY LINE AND THE ADJOINING CURB.
2. 8' WIDE PARALLEL PARKING SHALL BE ALONG THE WEST SIDE OF THE PRIVATE DRIVE.

CITY OF ROUND ROCK PUD 8 MAINTENANCE COMMITTEE (THE OAKLANDS SECTION TWO PUD)

ROAD, FENCE AND LANDSCAPING COVENANTS

STATE OF TEXAS

COUNTY OF WILLIAMSON

That Regency-Yeager Joint Venture, a Texas joint venture (the "Owner"), acting herein by and through Pat Casey, its Managing Venturer, the owner of the fee simple to Replat of Lots 64-90, Block H, of the Amended Plat of the Oaklands Section Two Revised (the "PUD"), has adopted an overall plan for the orderly development of the PUD and to implement such plan hereby adopts the following protective covenants which shall constitute covenants running with the land and shall be binding upon any purchaser, grantee, owner or lessee of any lot in the PUD and shall inure to the benefit of and be enforceable by the owner and the owner's successors or assigns and by the City of Round Rock, Texas. The covenants are as follows:

1. A PUD No. 8 Maintenance committee (the "Maintenance Committee") is hereby established and initial members of the Maintenance committee are the members of the Oaklands Owners Association appointed pursuant to the provisions of the amended and restated Declaration of Covenants, conditions and Restrictions for the Oaklands as recorded in Vol. 2381, Pages 768-777. Any changes in the membership of the Maintenance Committee shall be set forth in a recordable form document and shall be filed of record in the Official Records of Williamson County, Texas, within ten (10) days from the date of said change or changes. A successor to a member of the Maintenance Committee shall have all of the duties and possess all of the powers of the members he replaces. A majority of the Maintenance Committee may designate a representative to act for it and to perform any function which the Maintenance Committee as a whole could perform, provided that the appointment or removal by the Maintenance Committee of such a representative shall be by instrument in writing which shall be filed for record in the Official Records of Williamson County, Texas. Neither the members of the Maintenance Committee nor its designated representatives shall ever be entitled to any compensation performed pursuant to these covenants. In addition to other parties for whose benefit these covenants shall run, the Maintenance Committee shall further have the authority to enforce any and all of the covenants set forth in these protective covenants against any person or person violating or attempting to violate the same, and in furtherance of the foregoing, and not by way of limitation, the Maintenance Committee may enter proceedings at law or in equity to restrain violation of these protective covenants, to recover damages for the breach or

violation thereof, to collect any annual maintenance charge imposed herein, and to foreclose any lien herein imposed.

2. The Maintenance Committee is empowered to employ and pay the persons or entities necessary to maintain the private drive in the PUD, maintain all fencing that fronts on all public or private rights-of-way in the PUD and for maintaining the landscaping on the real property in the PUD which lies between the curb on Oakwood Boulevard and the west line of the PUD.

The Maintenance Committee is empowered and obligated to enforce the following parking and direction requirements regarding said private drive, to-wit:

a. Parallel parking shall be expressly allowed on the westerly 8 feet of said private drive;
b. A fire lane is hereby established on the entire easterly 12 feet of said private drive and parking is expressly prohibited in that area;
c. The private drive shall be designated to be a one-way thoroughfare, southbound;
d. The Maintenance Committee shall, at its expense, maintain sufficient signage which clearly defines the non-parking areas and the one-way requirement. The signs shall indicate that violators of the "No Parking Zone" shall be subject to having the violator's vehicle towed at the vehicle owner's expense;
e. The Maintenance Committee shall, upon receiving notice of violation of the no parking requirements set forth above, secure the services of a wrecker to remove the violating vehicle at the vehicle owner's expense.

3. An annual maintenance charge in the initial sum of $100.00 is hereby assessed against each lot in the subdivision, which maintenance charge shall be applied toward the payment of expenses incurred by the Maintenance Committee for maintaining the private drive in the PUD, maintaining all fencing that fronts on all public or private rights-of-way in the PUD and for maintaining the landscaping on the real property in the PUD which lies between the curb on Oakwood Boulevard and the west line of the PUD.

The $100.00 initial maintenance charge shall remain in effect for two years from date hereof, and thereafter, may be increased by the Committee only to the extent that the expenses incurred for such maintenance exceeds $100.00 for each lot in the subdivision. Such maintenance charges shall continue for so long as these protective covenants shall be effective, and shall be secured by a Vendor's Lien upon each lot in the PUD, with the first such payment to be due and payable on the 1st day of June of each year in advance, with the first such payment to be due and payable on the 1st day of June, 1994.

4. The owners of the lots in the PUD agree to, as evidenced by their purchase of a lot in the PUD which is subject to these covenants, indemnify and hold harmless the Maintenance Committee for any damage or costs sustained by the Maintenance Committee in the good faith performance of their duties as set forth herein. Any such damage or costs so sustained by the Maintenance Committee shall become a part of the expenses incurred by the Maintenance Committee in ascertaining the amount of any increased maintenance charges as set forth in Paragraph 4 above and the Maintenance Committee may increase and assess the maintenance charges to reflect said damages or costs at any time after the date of these covenants.

5. Each condition and covenant in these protective covenants shall be covenants running with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2013. After said date, said covenants shall automatically be extended for successive periods of five (5) years each, unless and until an instrument in writing terminating these covenants is signed and acknowledged by 75% of the owners of the lots in the Oaklands Owners Association and by the City of Round Rock, Texas, and is filed of record in the Official Records of Williamson County, Texas.

6. These protective covenants may be amended only by a 75% majority of the owners of the lots in the Oaklands Owners Association coupled with the express written consent of the City of Round Rock, Texas. Any such amendment shall be made in writing and shall be signed and acknowledged by the owners comprising the 75% majority and by the City of Round Rock, Texas, and shall be filed of record in the Official Records of Williamson County, Texas, and shall become effective upon such filing.

7. Invalidation of any one or more of the foregoing convenants, conditions or charges shall not affect the validity of any other convenants, conditions or charges set forth herein, which shall remain in full force and effect for all purposes.

EXECUTED this 22nd day of December, 1993

REGENCY-YEAGER JOINT VENTURE

By: Pat Casey
PAT CASEY, Managing Venturer

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22nd day of December, 1993, by PAT CASEY, Managing Venturer of Regency-Yeager Joint Venture, a Texas Joint Venture, on behalf of said Joint Venture.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINE R. MARTINEZ
Notary Public, State of Texas
My Commission Expires 08-05-97

Christine R. Martinez
Notary Public,
State of Texas
Notary's name (printed): CHRISTINE R. MARTINEZ
Notary's commission expires: 8-5-97

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on
JAN 19 1994

COUNTY COURT WILLIAMSON COUNTY, TEXAS

Claire Bryzee
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1994 JAN 19 PM 2:32
Claire Bryzee
COUNTY CLERK