

ORDINANCE NO. Z-98-10-08-12B1

AN ORDINANCE AMENDING ORDINANCE NO. Z-94-01-13-8M, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON JANUARY 13, 1994, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS, AS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES (1995 EDITION), CITY OF ROUND ROCK, TEXAS TO REFLECT SAID AMENDMENT; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, on January 13, 1994, the City Council of the City of Round Rock, Texas adopted Ordinance No. Z-94-01-13-8M, which amended Ordinance No. 1297 and the Official Zoning Map adopted in Section 11.305(2), Code of Ordinances, 1995 Edition, City of Round Rock, Texas, by establishing the 398.16 acres described in Exhibit "A" of said Ordinance as Planned Unit Development (PUD) District #4, and

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend Ordinance No. Z-94-01-13-8M, said amendment permitting 26 single family homes with increased development standards, more fully described in the Amended Agreement and Development Plan for PUD No. 4, attached hereto as Exhibit "B", and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. Z-94-01-13-8M and P.U.D. #4 on the 16th day of September, 1998, following lawful publication of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that Ordinance No. Z-94-01-13-8M be amended, and

WHEREAS, on the 8th day of October, 1998, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. Z-94-01-13-8M and P.U.D. #4, and

WHEREAS, the City Council determined that the amendment to Ordinance No. Z-94-01-13-8M and P.U.D. #4 promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 11.300, Code of Ordinances, 1990 Edition, City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council hereby determine that the proposed amendment to Planned Unit Development (PUD) District #4 meets the following goals and objectives:

- (1) The change to the development in the proposed P.U.D. #4 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #4 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #4 does not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

- (4) The amendment to P.U.D. #4 will be adequately served by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) The amendment to P.U.D. #4 will be constructed, arranged 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 Ordinance No. Z-94-01-13-8M, passed and adopted by the City Council of Round Rock, Texas, on January 13, 1994, is hereby amended by adopting an Amended Agreement and Development Plan for Pud #4, which is attached hereto and incorporated herein.

III.

That the Official Zoning Map adopted in Section 11.305(2), Code of Ordinances, 1990 Edition, City of Round Rock, Texas is hereby amended to reflect the amendments to Ordinance No. Z-94-01-13-8M and P.U.D. #4 established therein.

IV.

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.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution/Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution/Ordinance and the subject matter

hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

Alternative 1.

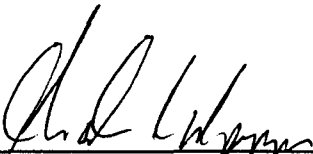
By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this 8th day of October, 1998.

Alternative 2.


READ and APPROVED on first reading this the _____ day of _____, 1998.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 1998.



CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:



JOANNE LAND, City Secretary

AGREEMENT AND DEVELOPMENT PLAN FOR PUD NO.4.

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS AGREEMENT and Development Plan is made and entered by and between the City of Round Rock, Texas, a Texas municipal corporation, having its offices at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "City"), and Forest Cove, Ltd., (hereinafter referred to as the "Owner").

WHEREAS, the Owner has submitted a request to the City to amend Planned Unit Development District # 4 ("PUD") as it applies to approximately 6.239 acres of land, said acreage being more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), and

WHEREAS, pursuant to Chapter 11, Section 11.316(8), Code of Ordinances (1995 Edition), City of Round Rock, Texas, the Owner has submitted a Development Plan setting forth, the development conditions and requirements within the PUD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, on SEPTEMBER 16, 1998, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PUD.

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

That all uses and development within the Property shall conform to the Development Plan included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Agreement or the Development Plan unless all provisions pertaining to changes or modifications as stated in Section II.15 below are followed.

3. ZONING VIOLATION

The Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance as stated in Section 1.601, Code of Ordinances, (1995 Edition), City of Round Rock, Texas, as amended.

4. LIENHOLDER CONSENT

That the lienholder of record has consented to this Agreement and Development Plan, including any and all dedications to the public. A lienholder consent is attached hereto and incorporated herein as Exhibit "B".

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Agreement and Development Plan.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail , postage prepaid or by hand delivery to the address of the other party shown below:

OWNER

CITY OF ROUND ROCK

Attn.: Steve Smith
Forest Cove, Ltd.
4501 Westbank Drive
Austin, Texas, 78746

City of Round Rock, Texas
221 East Main Street
Round Rock, Texas 78664

Attn.: Director of Planning

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 90 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

II

DEVELOPMENT PLAN

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances (1995 Edition), City of Round Rock, Texas, hereinafter referred to as "the Code".

2. PROPERTY

This Development Plan ("Plan") covers approximately 6.239 acres of land, located within the city limits of Round Rock, Texas, and more particularly described in Exhibit "A", attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a Planned Unit Development ("PUD") that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as to not dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PUD No. 4 AMENDED

Planned Unit Development District # 4 ("PUD") as amended by ordinances Z-94-01-13-8M and Z-94-02-24-8C, is amended to reflect the terms and amendments contained in this Agreement. This amendment only affects the Property and does not affect any other section of PUD # 4.

6. DEVELOPMENT STANDARDS

The Property shall be developed in accordance with the Development Standards set forth in Exhibit "C", attached hereto and incorporated herein.

7. BUILDINGS

Building size, dimension, height and setbacks for all parcels shall be as modified in Exhibit "C", attached hereto and incorporated herein.

8. LANDSCAPING and BUFFERING

Landscaping and buffering shall be as modified in Exhibit "C", attached hereto and incorporated herein.

9. ACCESS TO COUNTY ROAD 122

Vehicular access to County Road 122 shall be restricted as follows.

9.1 Access to County Road 122 shall be provided by two private Joint Use Access Drives as generally shown on map C-2, attached to Exhibit C, attached hereto and incorporated herein. These Joint Use Access Drives shall be owned and maintained by the specific Homeowners Association created to provide maintenance of said private Joint Use Access Drives. These private Joint Use Access Drives shall access County Road 122 at three (3) locations along the entire frontage on County Road 122, as generally shown on map C-2, attached to Exhibit C.

9.2 A minimum distance of 200 feet shall be provided between the Joint Use Access Drive access points from the Property onto County Road 122. These distances shall be measured from the center lines of driveways.

9.3 The term Joint Use Access Drives refers to the two Joint Use Access Drives shown on Map C2 and the Forest Creek Section 23 plat only, and does not refer to any shared driveways which may provide access to two adjacent homes.

9.4 The Joint Use Access Drives shall be constructed prior to the issuance of any Certificate of Occupancy for any building constructed on the Property.

10. UTILITY CONNECTIONS

Each dwelling unit shall have its own separate connection and water meter to City water lines and wastewater lines located adjacent to the Property or in easements on the Property. The specific location of these utilities shall be identified in the construction drawings for subdivision

improvements. The line assignments for these utilities shall be designed to avoid the destruction of significant trees wherever possible.

11. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

11.1 Minor Changes

Minor changes to this Agreement or Plan which do not substantially change this Plan may be approved administratively, if approved in writing, by the Director of Public Works, the Director of Planning and Community Development, and the City Attorney.

11.2 Major Changes

Major changes shall be resubmitted following the same procedure required by the original PUD application.

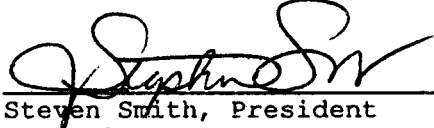
12. PRELIMINARY PLAT APPROVED

This agreement shall constitute the approval of the Preliminary Plat, which forms part of the platting process.

CITY OF ROUND ROCK, TEXAS

FOREST COVE, LTD.

By: 
Charles Culpepper, Mayor

By: 
Steven Smith, President
Greenslope Partners, Inc.
General Partner

Date: 10-08-98

Date: 9/24/98

Exhibit "A"

BEING A TRACT OR PARCEL OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE JOHN H. RANDALL SURVEY, ABSTRACT NO. 531, AND BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS "TRACT 4" IN A SPECIAL WARRANTY DEED TO KPKM II VENTURES, LTD. FROM FOREST CREEK INVESTMENT, LTD., DATED APRIL 1, 1997, AND RECORDED IN DOCUMENT NO. 9714652, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS "TRACT 4" IN A DEED TO FOREST CREEK DEVELOPMENT, LTD. FROM FRANKLIN CAPITAL CORPORATION, DATED FEBRUARY 14, 1994, AND RECORDED IN VOLUME 2469, PAGE 860, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at an iron rod found in the east right-of-way line of County Road No. 122, at its intersection with the north right-of-way line of Forest Ridge Drive, for the Southeast corner of that certain tract described as "Tract 1" in a deed to City of Round Rock, Texas, recorded in Volume 2168, Page 39, of the Official Records of Williamson County, Texas, and for the Southwest corner of said "Tract 4";

THENCE with the east right-of-way line of said County Road No. 122, the same being the east line of the said City of Round Rock tract, and the west line of said "Tract 4", North $00^{\circ}39'00$ East, a distance of 492.98 feet to an iron rod set, for the Southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE continuing with the east right-of-way line of said County Road No. 122, the same being the east line of the said City of Round Rock tract, and the west line of said "Tract 4", North $00^{\circ}39'00$ East, a distance of 1,701.85 feet to an iron rod set, for the Northwest corner of this tract;

THENCE departing the east right-of-way line of said County Road No. 122, the east line of said City of Round Rock tract, and the west line of said "Tract 4", and crossing said "Tract 4", South $41^{\circ}22'20$ East, a distance of 74.65 feet to an iron rod found in a line common to that certain tract of land described as "Tract 2" in a deed to the City of Round Rock, Texas from the Franklin Capital Corporation, dated September 28, 1989, and recorded in Volume 2060, Page 401, of the Official Records of Williamson County, Texas and said "Tract 4", for an angle corner of this tract;

THENCE with said line common to the said City of Round Rock "Tract 2" and said "Tract 4", the following eight (8) courses:


- (1) South $08^{\circ}33'54$ West, a distance of 117.32 feet to an iron rod found, for an angle corner of this tract;
- (2) South $27^{\circ}18'16$ East, a distance of 115.26 feet to an iron rod found, for an angle corner of this tract;
- (3) North $74^{\circ}56'53$ East, a distance of 20.05 feet to an iron rod found, for an angle corner of this tract;
- (4) South $18^{\circ}51'38$ East, a distance of 132.26 feet to an iron rod set, for an angle corner of this tract;

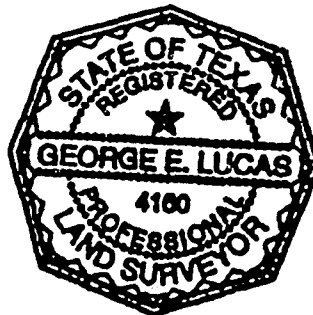
- (5) South 09°13'21" East, a distance of 626.67 feet to an iron rod found, for an angle corner of this tract;
- (6) South 30°04'11" West, a distance of 269.24 feet to an iron rod set, for an angle corner of this tract;
- (7) South 01°07'48" West, a distance of 224.78 feet to an iron rod set, for an angle corner of this tract;
- (8) South 61°29'04" East, a distance of 142.30 feet to an iron rod found, for an angle corner of this tract;

THENCE departing the line common to said "Tract Two" and said "Tract 4", and crossing said "Tract 4", the following two (2) courses:

- (1) South 37°23'21" West, a distance of 207.08 feet to an iron rod set, for an angle corner of this tract;
- (2) North 89°21'00" West, a distance of 126.56 feet to the POINT OF BEGINNING, containing 6.239 acres of land, more or less.

The bearing basis for this tract is the same as deed recorded in Volume 2469, Page 860, of the Official Records of Williamson County, Texas.


George E. Lucas
Registered Professional
Land Surveyor No. 4160
State of Texas
Date: December 15, 1997
File No. 415-L



Randall Jones Engineering, Inc.
1212 E. Braker Lane
Austin, Texas

EXHIBIT B

LIENHOLDERS CONSENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

That Franklin Bank, ^BSSB Organized and existing under the laws of the State of Texas, acting as herein by and through its Trustee Being the holder of a lien by way of Deed of Trust Recorded in Document number 9759168, of the Official Records of Williamson County, Texas does hereby consent to the Agreement and Development Plan of 6.239 Acres of land situated on the City of Round Rock, Williamson County, Texas, and does further hereby join, approve, and consent to all provisions shown herein.

Robert E. Rhoades
By: Franklin Bank, SSB
Robert E. Rhoades, its Trustee

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 28th day of September, 1998, by Robert E. Rhoades, President/Trustee, of Franklin Bank SSB on behalf of said Bank.

Debbie L. Nicholson
Notary Public, State of Texas
Printed Name: Debbie L. Nicholson
My Commission expires: 2-5-2000

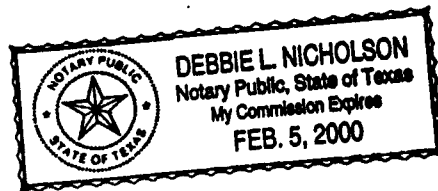


EXHIBIT "C"
PERMITTED USES
and
DEVELOPMENT STANDARDS

1. USE & DENSITY: The Property shall be subdivided into 26 building lots and two lots designated for open space as shown the Forest Creek Section 23 final plat, and generally shown on Map C2 attached to this Exhibit. All building lots shall be developed as single family residential lots.
2. HEIGHT: The maximum height of any buildings, measured at the highest point along the front building setback line of each lot, shall be limited to thirty feet.
3. DESIGN STANDARDS:
 - 3.1 Exterior Finish: 100% of the exterior finish of the following elevations of all buildings shall be designed and constructed of masonry. Masonry shall be defined as stone, brick or stucco.
 - a. All elevations which face the golf course.
 - b. All elevations which face the Joint Access Drives.
 - c. The north elevations of buildings on Lots 1 and 21.
 - d. The south elevations of buildings on Lots 20 and 26.

Windows, doors and trim are exempted from these requirements. Architectural accents may be exempted in writing by the Director of Planning and Community Development.
 - 3.2 Roofs: All roofs shall have a pitch of no less than 4 feet in 12 feet. Roofing materials shall consist of tile, non reflective metal, or architectural dimensional shingles.
 - 3.3 Garages: A minimum of eighty percent (80%) of the garages shall be accessed by shared driveways serving two dwelling units. Each dwelling unit shall include a two or three car garage. Garages may be either attached or detached. Examples of designs which will meet these requirements are attached to this Exhibit as Map C1.
4. BUILDING SETBACKS:
 - 4.1 Front yard setbacks (County Road 122 side): All buildings shall maintain a minimum setback of ten feet (10') from the near edge of the Joint Use Access Drive. Front yards shall be defined as the yard between the house and the Joint Use Access Drive.
 - 4.2 Rear yard setbacks (Golf Course side): All building setbacks from the golf course shall be considered rear lot set backs and shall be in accordance with the City Code.
 - 4.3 Side yard setbacks: All side yard building setbacks shall be five feet (5').
5. TREE PROTECTION:
 - 5.1 All trees of eight inch (8") diameter or larger located on Lot 27 as shown on the Forest Creek Section 23 final plat shall be protected. Lot 27 shall be owned and maintained by the Homeowners Association established for this purpose. Lot 27 shall be used for open space,

drainage and public utility easements only and no buildings shall be constructed thereon.

- 5.2 All trees of eight inch (8") diameter or larger located on Lot 28 as shown on the Forest Creek Section 23 final plat shall be protected. Lot 28 shall be owned and maintained by either the Homeowners Association established for this purpose or the City as part of the Forest Creek Golf Course. Lot 28 shall be used for open space only and no buildings shall be constructed thereon.
- 5.3 All trees of eight inch (8") diameter or larger located within the landscape easements as shown on Map C-2 and on the Forest Creek Section 23 final plat shall be protected. These landscape easements shall be maintained by the Homeowners Association established for this purpose.

6. LANDSCAPING REQUIREMENTS:

- 6.1 The landscape easements generally shown on Map C2, attached hereto shall be identified on the final plat of Forest Creek Section 23. These landscape easements shall be maintained by the Homeowners Association established for that purpose. The documents establishing the Homeowners Association shall be submitted with the Forest Creek Section 23 final plat at time of recordation.
- 6.2 The areas identified as landscape easements on the Forest Creek Section 23 final plat shall be landscaped as part of the development of the subdivision. This landscaping shall include the preservation of any trees eight inches (8") or greater in diameter. This landscaping shall also include a plant screen or masonry wall which effectively separates the Joint Use Access Drives from Red Bud Lane (County Road 122), where there is less than 20 feet of separation between the Joint Use Access Drive and the right of way of Red Bud Lane. A landscaping plan for these landscape easements shall be approved by the Director of Planning prior to recording the Forest Creek Section 23 final plat.

7. DEVELOPMENT STANDARDS & MAINTENANCE OF JOINT USE:

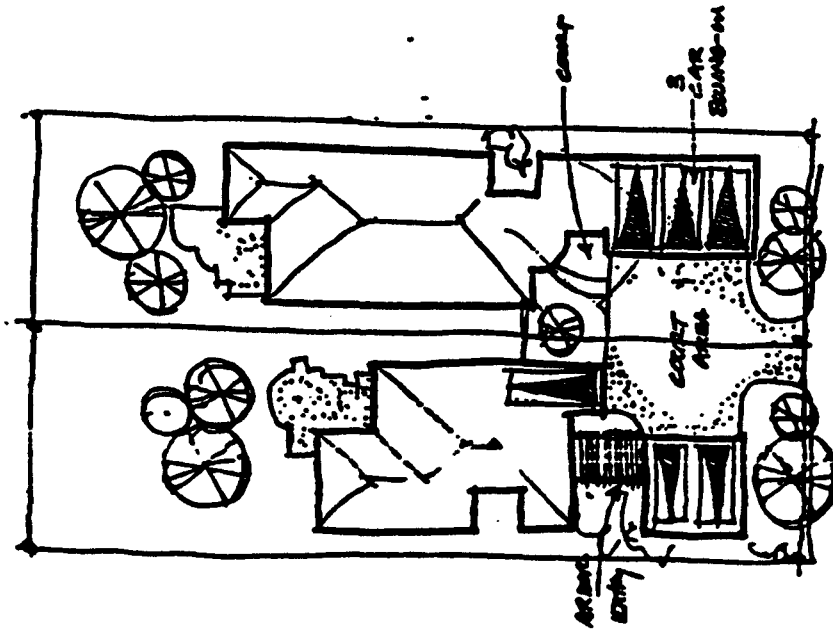
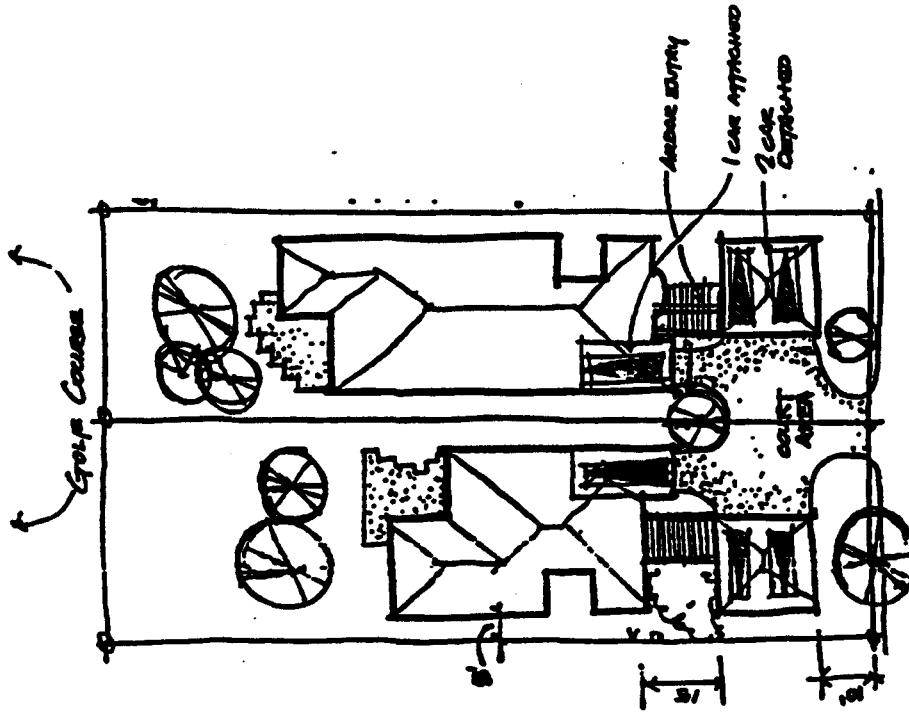
Vehicular access to and from Red Bud Lane (County Road 122) from all building lots shown on the Forest Creek Section 23 final plat shall be restricted to the Joint Use Access Drives shown thereon.

The Joint Use Access Drives identified on the Forest Creek Section 23 final plat shall consist of twenty feet of pavement, which shall include a concrete ribbon curb on both sides of the drives. The Joint Use Access Drives shall be located in access easements which shall be shown on the plat. All Joint Use Access Drives shall be maintained by the Homeowners Association referenced in Section 5 of this Exhibit.

Shared driveways that connect individual garages and parking areas to the Joint Use Access Drives shall be required as follows: Lots 2 & 3; Lots 4 & 5; Lots 6 & 7; Lots 8 & 9; Lots 10 & 11; Lots 12 & 13; Lots 14 & 15; Lots 16 & 17; Lots 18 & 19; Lots 24 & 25. The respective reciprocal access easements shall be provided. Lots 1, 20, 21, 22, 23 & 26 shall be permitted individual driveways onto the Joint Use Access Drives.

8. PARKING: Three parking spaces shall be provided for each home containing three or more bedrooms. Two parking spaces shall be provided for each home containing two or less bedrooms. These include parking spaces in both garages or driveways.

9. SIDEWALKS: Sidewalks along Red Bud Lane (County Road 122) shall be constructed in accordance with City Code requirements or a cash equivalent shall be paid to a City trust account designated for the future construction of this sidewalk.



MAP C1

PLANS SHOWING PERMITTED DRIVEWAY CONFIGURATIONS

MAP C 2

FOREST CREEK
SECTION 23

Landscape Easement

Landscape Easement

Open Space

Open Space

