

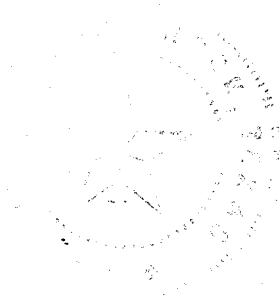
STATE OF TEXAS \*  
COUNTY OF WILLIAMSON \*  
CITY OF ROUND ROCK \*

31280

I, JOANNE LAND, Assistant City Manager/City Secretary of the City of Round Rock, Texas do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and adopted by the City Council of the City of Round Rock, Texas, at a meeting held on the 9<sup>th</sup> day of June, 19 94, which is recorded in the minutes of the City of Round Rock in book 31.

WITNESSED by my hand and seal of the City of Round Rock, Texas on this 16<sup>th</sup> day of June, 19 94.

Joanne Land  
JOANNE LAND  
Assistant City Manager/  
City Secretary



OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

ORDINANCE NO. Z-94-06-09-8B

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 REZONE LOT 36, BLOCK M, ROUND ROCK RANCH SECTION ONE FROM DISTRICT MF (MULTI FAMILY ) AND 4.897 ACRES OF LAND OUT OF THE P.A. HOLDER SURVEY, ABSTRACT 297, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT C-2 (LOCAL COMMERCIAL) TO DISTRICT PUD (PLANNED UNIT DEVELOPMENT) DISTRICT NO. 13.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" from District MF (Multi Family) and from District C-2 (Local Commercial) attached hereto and incorporated herein, to District PUD (Planned Unit Development) No. 13 and

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 21st day of April, 1994, 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 property described in Exhibit "A" be changed to District PUD (Planned Unit Development) No. 13 and,

WHEREAS, on the 12th day of May, 1994, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein 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, Subchapter A, Texas Local Government Code and Chapter 11, 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:

I.

That the City Council has hereby determined the PUD (Planned Unit Development) District No. 13 meets the following goals and objectives:

(1) The development in PUD No. 13 is equal to or superior to development that would occur under the standard ordinance requirements.

(2) PUD No. 13 is in harmony with the general purposes, goals, objectives and standards of the General Plan.

(3) PUD No. 13 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. 13 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.

(5) PUD No. 13 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 be changed to District PUD (Planned Unit Development) No. 13, and that the Mayor is hereby authorized and directed to enter into the PUD (Planned Unit Development) 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 26<sup>th</sup> day of May, 1994.

READ, APPROVED and ADOPTED on second reading this the 9<sup>th</sup> day of June, 1994.

  
ROBERT A. STUKA, JR. ~~CHARLES CULPEPPER~~, Mayor PRO-TEM  
City of Round Rock, Texas

ATTEST:

  
JOANNE LAND, City Secretary

**Round Rock Ranch**  
DEVELOPMENT PLAN

**PUD Number 13**

**Exhibit "B"**  
**to City of Round Rock**

**Ordinance No. \_\_\_\_\_**

**This exhibit contains 15 pages**  
**and 10 Exhibits**

PUD No. 13

This Agreement ("Development Plan") made the 9<sup>th</sup> day of June, 1994, between the City of Round Rock, Texas, having its offices at 221 East Main Street, Round Rock, Texas (hereinafter called the "City"), and Round Rock Ranch Ltd., its successors and assigns, who address for purposes hereof is \_\_\_\_\_ (hereafter called the "Owner"). For purposes of this Agreement, the term "Owner" shall mean Round Rock Ranch Ltd., its successors and assigns; provided, however, upon the sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of Round Rock Ranch Ltd. as to such property shall be assigned by the new owner, and Round Rock Ranch Ltd. shall have no further liability relating to such property.

WHEREAS Developer has requested a Planned Unit Development from the City for the development of 16.68 acres of land for a single family small lot patio home development on a tract of land located within the corporate limits of the City of Round Rock and particularly described by metes and bounds in Exhibit "A" attached hereto and made part hereof (Hereinafter called "the Land"); and

WHEREAS the Owner, in accordance with Chapter 11, Section 11.316 (8), Code of Ordinances, City of Round Rock, Texas has submitted the development plan set forth in this Agreement ("Development Plan") to the City containing terms and conditions for the use and development of the Land; and,

WHEREAS, the Development Plan forms the concept plan for this land, the Development Plan complies with the provisions of the Round Rock General Plan 1990 as amended; and

WHEREAS the Planning and Zoning Commission has recommended approval of the PUD zoning on April 21, 1994; and

WHEREAS the City Council has reviewed the proposed 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. LIEN HOLDER CONSENT

The lien holder of record has consented to this Agreement and any dedications agreed to herein. The lien holder consent is attached hereto as EXHIBIT "B" and incorporated herein.

## 2. DEVELOPMENT AND LAND USE

The 16.68 acres shall be divided into two separate tracts designated as Development Area 1 and Development Area 2. Development Areas 1 and 2 shall be referred to collectively as "the Land", which is more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein. A portion of the Land will be dedicated to the public as right of way for Round Rock Ranch Boulevard at the time of final plat. Development Areas 1 and 2 may be developed simultaneously, or one may be developed before the other. Additionally, each Development Area may itself be developed in phases.

### 2.1 Development Area 1

Development Area 1, consisting of 8.59 acres shall be developed for single family use as shown on Exhibit "C", attached hereto and incorporated herein.

Development Area 1 shall consist of a maximum of 58 dwelling units, as well as parking, greenbelts, recreational amenities, and other accessory uses.

### 2.2 Development Area 2

Development Area 2, consisting of 7.73 acres and 0.36 acre portion to be dedicated to the public as right of way, shall be developed for single family use as shown on Exhibit "C", attached hereto and incorporated herein.

Development Area 2 shall consist of a maximum of 44 units, as well as parking, greenbelts, recreational amenities and other accessory uses.

## 3. RESIDENTIAL DENSITY

Residential densities for all phases of residential development shall not exceed 6.4 units per acre, totaling a maximum of 102 total units for Development Areas 1 and 2. The minimum lot size shall be 3000 square feet.

## 4. ALTERNATIVE DEVELOPMENT

4.1 This Agreement specifically provides for the following site plan provisions:

4.1.1 The minimum building setback requirement along Gattis School Road and Round Rock Ranch Boulevard right of way shall be 25 feet, and no

single family lot shall have direct access to Gattis School Road or Round Rock Ranch Boulevard.

- 4.1.2 The Round Rock Ranch amenity, shown as the 1.463 acre tract on Exhibit "C", is not located within this planned unit development and is not part of this PUD. This amenity, however, will be available for use to the entire Round Rock Ranch development, including the homeowners located within this planned unit development.

4.2 Setbacks

- 4.2.1. Except as stated elsewhere in this Agreement, minimum setbacks shall be 15 feet from the street curb to the front of a unit.
- 4.2.2. Each unit shall be located on a side lot line not occupied by another unit. Each unit shall be a minimum of 10 feet apart. Any side wall located on a lot line shall have no windows or doors. No common wall development is allowed under this agreement.
- 4.2.3 Each side lot line not occupied by a unit shall contain a 5 foot drainage and maintenance easement adjacent to said lot line.
- 4.2.4 There shall be no private rear yards for any lot which abuts the greenbelt area as depicted on Exhibit "C". These lots which abut a greenbelt area may maintain a small patio or enclosed deck area not to extend beyond the furthest rear building line on that block.
- 4.2.5 All lots along the perimeter of Development Areas 1 and 2 shall maintain a 20 foot setback from the northern property line of Development Area 1 and 2 and a 25 foot building setback from all perimeter roadways.

4.3 Greenbelts

- 4.3.1 The greenbelt, as depicted in Exhibit "C", shall be a common area owned, maintained and controlled by the Homeowners Association. The greenbelt will consist of one lot designated as common area which shall include public utility easements, drainage easements, and fence, landscape and greenbelt easements. The lot depths and the rear lot line and easement placement will be established at time of platting, and subject to and approved by the Director of Planning. The owner will be responsible for landscaping the greenbelt. Exhibit "J", attached hereto and incorporated herein, shows general depiction of the greenbelt layout.
- 4.3.2 Since some, but not all, lots will abut the greenbelt, the minimum width



of the greenbelt shall be 20 feet, and each lot owner in Development Area 1 and 2 will have access to all of the greenbelt. The 1.463 acre tract described in section 4.1.2 above, to be used as an amenity for the entire Development, will be connected to the greenbelt.

- 4.3.3 The internal fencing of the greenbelt will be predominately masonry and steel type to maintain a feeling of openness. No cedar, chain link or wood privacy fencing will be allowed along the greenbelt areas.
- 4.3.4 An open space area approximately 45 to 150 feet wide containing drainage and greenbelt shall be located between Development Areas 1 and 2. Passive recreational activities such as playscape, picnic areas, benches and/or gazebos may be located within this area.

#### 4.4 Sidewalks and Pathways

In lieu of constructing sidewalks along Gattis School Road, the developer will provide additional landscaping and fencing along the perimeter boundary street. The City of Round Rock will construct sidewalks after the roadway expansion is completed. A three foot sidewalk shall be located on the side of the street where all perimeter lots are located. No sidewalks are required on internal lots which abut the greenbelt or on the east side of the cul-de-sac located opposite the amenity center. (See exhibit "C" for sidewalk locations). Numerous pedestrian walkways shall be located in and along the greenbelt. Since the emphasis of this PUD concept is internal, pedestrian activity will be directed away from front yards and the streets and placed in the landscaped areas of the greenbelt. These walkways will be constructed of crushed, washed or decomposed granite or crushed brick placed on a compacted sub-grade. The benched areas will be located in the center greenbelt along the common area between Development Areas 1 and 2, as described in Section 4.3.4, above.

#### 4.5 Fencing

The perimeter fence treatment shall be a combination of woodcrete or masonry with iron and steel. The Owner reserves the right to combine the woodcrete fence with some combination of wood in the perimeter fence, subject to review and approval by the Director of Planning. This would occur only behind the areas of the fence that would be landscaped with shrubs and trees. If this option of Wood/Woodcrete is constructed, metal or steel posts will be used for increase strength and durability. The perimeter fence will be approximately 6' feet tall and provide security for the home owners. The internal fences along the greenbelt will be made of aluminum, iron, masonry or steel. The entire greenbelt will be fenced in between the units, with the rear wall or courtyard of the unit

being located along the lot line of the greenbelt. Wood or chain link fences will not be allowed in the entire greenbelt. Front yard fencing will also be a combination of masonry and steel, projecting an enclosed entry area for each unit along the sideyard area. This sideyard entry will be further explained in the building products listed in Section 4.8.4 "See Exhibit "H" & "J" attached.

#### 4.6 Screening

The screening of the property along Gattis School Road and Round Rock Ranch Boulevard shall be comprised of a six-foot woodcrete and steel or wrought iron fence, ten large shrubs per 50 foot offset fencing section and one, 1-1/2" caliper tree for each lot which abuts along Gattis School Road and Round Rock Ranch Boulevard. "See Exhibit "H" attached."

#### 4.7. Single Family Lots

The minimum width of any single family lot shall be 45 feet. The minimum depth of any single family lot shall be 65 feet. The minimum single family lot shall be 3000 square feet. The typical lot size will be 45 feet x 100 feet. The typical greenbelt lot size will be 45 feet. See Exhibit "D" attached.

#### 4.8 Buildings

4.8.1 Each building located on a lot having a width of 45 feet shall have a maximum width of 35 feet, allowing for a 10 foot sideyard setback, and be between 45 feet - 65 feet in depth.

4.8.2 Each building located on a lot having a width of 50 feet shall have a maximum width of 40 feet, allowing for a 10 foot sideyard setback, and be between 45 feet - 65 feet in depth. See Exhibit "I" attached.

4.8.3 All buildings will be constructed of at least 70% masonry materials. No window or doorways shall be allowed along the wall located on the zero lot line side of the house. The front facade will be constructed of 100% masonry materials, excluding gables, doors, vents and trim. The ground floor of the side wall located on the zero lot line and the rear wall will be constructed of 100% masonry materials, also excluding gables, doors, vents and trim. All other portions of the building exterior will be constructed of at least 70% masonry materials. No. 4' x 8' wood or wood composite panels shall be used for siding. Only washboard style or other quality wood materials, placed in a horizontal fashion, shall be used on the exterior of the building.

4.8.4 All buildings will be limited to either a side yard or courtyard entry. All

courtyards will be fenced and gated so as to provide an entrance sequence into the patio homes. Fences and gate designs shall be compatible with Section 4.5 fencing requirements. No product or unit shall be constructed with a front entry unless entry is gained through a fenced courtyard. See Exhibit "I" and "J" attached.

#### 4.8.5 Garages

All buildings shall include two-car garages facing directly on the street. These garages are to be set back a minimum of 22 feet and a maximum of 25 feet from the curb. Driveways will maintain a minimum 22 feet in width to adequately accommodate 2 guest parking spaces. No garages shall be converted into bedrooms, studies, dens or any living areas for the occupants.

#### 4.8.6 Roofing Materials

Roofing materials will be limited to tile, Timberline style or Hardiplank style materials. No wood or composite shingles will be allowed. Roof pitch shall be encouraged by the deed restrictions and the architectural control committee to be at slight grades from the garage to the second story of the unit. No abrupt or steep graded roof pitches, nor any two story units directly above the garage will be permitted or approved by the architectural control committee.

#### 4.8.7. Patios

All patios will be structurally connected to the rear of the unit. These patios or decks will serve as additional outdoor space between the greenbelt and the exterior walls. Sizes of the patios or decks will depend upon the greenbelt width and the setback depth. Patios are limited to each individual lot and shall not extend past the furthest building line on that block.

### 5. STREETS AND OFF STREET PARKING

#### 5.1 Streets

All internal streets will be private and maintained by the Homeowners Association. The width of the local internal street will be 27 feet of pavement, 28 feet from curb to curb. The entry streets are detailed in exhibit "F" attached. Entry streets will have security gates for restricted access. The roadway following the divided entry street in development area I shall be designed as a 30 foot paved section, 31 feet curb to curb. Each dead end street will be terminated by a cul-de-sac turnaround with a

30 foot turning radius. The Homeowners Association will be required to finance all repairs and standard maintenance of the streets after the two year contractors warranty bond expires. Funding shall be provided by a monthly assessment established as a sinking fund for street maintenance. See Exhibit "E" attached.

5.2 Off Street Parking

Two to four off-street visitor parking lots will be located in each cul-de-sac. There will be a total of twelve (12) off-street parking facilities for the entire development. Parking along the internal roadways will be limited to one side of the street only and set forth in deed restrictions of the subdivision. Small signs shall notify visitors and guest of the parking arrangements and restrictions at the entries and median locations. No recreational vehicles, boats or trailers will be allowed to be parked in any street or driveway within the entire development. The 12 off street parking facilities will be reserved specifically for guests only. Boats, trailers or recreational vehicles may not occupy any of these visitor parking spaces. See Exhibit "E" attached.

5.3 Entry Roadway

Both entry roadways for Development Area I and Development Area 2 will be designed with divided landscaped medians, 30 foot turnarounds, side drive mailbox kiosks, and stamped concrete. Any other additional entry structures must be approved by the City Attorney, the Director of Public Works, the Director of Planning, and contained in an approved licensing agreement. See Exhibit "F" attached.

5.4 Security Gates

Security gates will be installed at each entry. Property owners will be provided with an electronic gate opener (similar to a garage door opener) and an alternative code number for entrance in case the electronic opener malfunctions. At the entry next to the mailbox kiosk will be a call box with residence listing. This will provide visitors access to the PUD. The gate code will be given to all utility, emergency and post office officials for access into the PUD. For specific emergency and fire situations, construction of the gate will be designed to allow "crash" entry. See Exhibit "F" attached.

5.5 Landscaped Medians

Landscaped medians located along local cul de sacs will be no wider than 6 feet and approximately 12-18 feet long. Road pavement sections along both sides of the median will be 14 feet wide for acceptable reverse sight

distances. Landscaping materials and berms in the median shall maintain a low level height of approximately 4 foot for visibility and safety purposes.

5.6 Refusal of City to Accept Street and Utilities

Owner hereby acknowledges and agrees that since the streets and utilities provided for herein area not being constructed in compliance with all subdivision requirements that the City will not accept the future dedication of any of said streets and utilities for public maintenance. A plat note to this effect shall be placed on all subdivision plats for the herein described property.

6. UNDERGROUND ELECTRIC AND UTILITY LINES

6.1 Except where approved in writing by the Director of Public Works, all electrical, telephone and cable vision distribution and service lines, other than currently existing overhead lines three-phase or larger located around the perimeter boundaries of the land, shall be installed underground. No rooftop or anchored shortwave radio antennas will be allowed in the entire PUD.

6.2 Public Utility Easements

All water, wastewater, gas and stormsewer lines will be located inside the 26 foot (or 30 foot) pavement section, unless otherwise approved in writing by the Director of Public Works. Electric, telephone, cable line and transformers will be located in the greenbelts at all possible places. The greenbelts shall be designated P.U.E.'s. Each utility has been designated a standard assignment as shown in Exhibit "G". See Exhibit "G" attached.

6.3 Maintenance by Homeowners Association

Water and wastewater lines within the Land shall be private lines which will be maintained by the Homeowners Association. A master meter or meters shall be used to deliver city water in bulk to the Land.

6.4 Refusal of City to Accept Utilities

Owner hereby acknowledges and agrees that since the utilities provided for herein area not being constructed in compliance with all subdivision requirements that the City will not accept the future dedication of any

utilities for public maintenance. A plat note to this effect shall be placed on all subdivision plats for the herein described property.

**7. EMERGENCY FIRE ACCESS**

Emergency fire access will be provided by an all weather aggregate, decomposed granite or crushed brick driveway connecting both cul-de-sacs between Development Area 1 and 2 for through access for emergency vehicles. This drive will be 18-20' in width and will cross the greenbelt and drainage channel for direct access through the entire PUD. The City of Round Rick Fire Department will review and approve construction plans for this driveway.

**8. DEED RESTRICTIONS**

Deed Restrictions shall be provided with the final plat for Development Areas 1 and 2. These Restrictions shall specifically provide for the following:

**8.1 Vehicle Parking.**

To the extent reasonably practical, the property owner shall limit, or prohibit the use of any parking on one side of the local internal streets. Boats trailers, buses and recreational vehicles shall not be allowed to park on any street, driveway or guest parking space. Vehicle parking restrictions will be policed by the Homeowners Association's authorized representative or the declarant.

**8.2 General Signage Standards.**

All entry monumentation visible from Gattis School Road shall be constructed for low maintenance and shall be approved in advance by the Director of Planning. In the event a signage is not properly maintained, the City may give the sign owner written notice thereof. Required repairs must be made within the five (5) business days of notification or the City shall have the right, but not the obligation, to have repairs made and charged to the signed owner. Prohibited signs include permanent bench signs, billboards, signs with flashing or blinking lights or mechanical movement, dayglo colors, signs that make or create noise, animated or moving signs, exposed neon illumination, painted wall signs, pennants, trailer signs, signs with beacons, and any sign that obstructs the view in any direction of an intersection. Appropriate materials for the design shall be made of natural stone or masonry with a height limit equal to that of the 6 foot fence. The Homeowners Association will own and maintain all entry signs

associated with the PUD.

### 8.3 Homeowners Association

A Homeowners Association will be established at the time of final platting for each Development Area. The association documents will be submitted for review and approval by the Director of Planning and City Attorney at the final plat stage. The mechanism for funding and collection of fees for the Association will be detailed to the satisfaction of the Director of Planning and the City Attorney prior to the final plat approval or recordation. The Association will maintain all areas within the Development Area except private lots. The declarant "Owner" shall maintain control of the Homeowners Association until 75% of the building sites are sold. Once homebuilding commences, the declarant shall have the voting approval ratio of 5:1 over individual lot buyers. Upon 75% of the home sites sold, the declarant shall concede total control to the Homeowners Association.

### 8.4 Architectural Controls

- 8.4.1 Each unit will be constructed of at least 70% masonry materials or more for the entire structure. Roofing materials shall be constructed of tile, Timberline or Hardiplank.

Front facade shall be a minimum 100% masonry. The remainder of the house shall be at least 70% masonry or a stucco type material. Composite roof materials will not be allowed. No windows or doorways shall be allowed along the zero lot line side of the unit. The zero lot line side ground floor will be 100% masonry. No 4' x 8' cedar wood panels shall be used for siding. Only washboard style or other quality wood materials shall be used. An architectural control committee shall be established at the final plat stage. The "declarant" owner shall be in charge of the architectural standards and reviewing plans for the PUD until 75% of the home sites are sold. Upon 75% of the home sites sold, the declarant shall hand over total control to the Homeowners Association, of which will elect a three person board for review. This process will be given more detail within the deeds and restrictive covenants at the final plat stage.

- 8.4.2 This project will be designed and constructed in 2 development areas. Each development area may produce a distinct or different architectural type to identify itself. However, for consistency in product and overall protection of home values, there will be a standard (1 or 2) theme color for the houses, standard design, (i.e.: roof pitch, roof materials) and concept, (i.e.: sideyard entries) for the entire PUD. There may be 4-6 variations of this design standard, such as 4 different floor plans, but the

concept and the building type will remain consistent throughout the entire development.

- 8.5 The Homeowners Association shall be the entity responsible for enforcing deed restrictions. Although the City reserves the right to enforce any provisions of this Agreement, it is not the intent of this Agreement for the City to assume any responsibilities normally reserved to a Homeowners Association.

## 9. APPLICABILITY OF CITY ORDINANCES

### 9.1 Zoning and Subdivision

The Land shall be regulated for the purposes of zoning and subdivision by this Agreement. All aspects not specifically covered by this Agreement or modified by the intent of this Agreement shall conform to the provisions of the City Zoning and Subdivision Ordinances.

### 9.2 All Other Ordinances

All other City Ordinances shall apply to the land except where clearly modified by this Agreement.

## 10. DESIGNATED CONCEPT PLAN

This entire PUD ordinance constitutes the Concept Plan for Development Areas 1 and 2 required by the City Subdivision Ordinance. Such concept plan is hereby approved by the City.

## 11. COMPATIBILITY

This Development Plan indicates the desired relationship of land uses, interior circulation, and access between the existing adjacent development and the contemplated development of the Land.

## 12. CHANGES TO DEVELOPMENT PLAN

After the Development Plan has been accepted and approved by the City Council. Any substantial alterations in excess of those allowed by this Agreement shall be resubmitted for consideration to the City Council following the same procedure required in the original adoption of the Development Plan. Any minor alterations to the Development Plan which do



not substantially change the concept or intent of the Planned Unit Development may be approved administratively, in writing, by the Director of Planning. The Director of Planning shall, at his own discretion, determine what constitutes a substantial change.

**13. DEFINITIONS**

Definitions shall be defined by Blacks Legal Dictionary except where applicable as specifically defined in the Development Agreement.

**14. EXHIBITS**

Exhibits "A" through "K" are part of this Agreement and incorporated herein.

**15. ENTIRE AGREEMENT AND MODIFICATIONS**

This Agreement, the Development Agreement, and the Land Use Agreement, as the same may be amended from time to time, embody and constitute the entire understanding among the parties with respect to the transactions contemplated herein. Neither the Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the City or its designated representative, as set forth herein, and the then Owner of the portion of land affected by such waiver, modification, amendment, discharge or termination.

**16. APPLICABLE LAW**

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

**17. CAPTIONS**

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

**18. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully

severable and shall not invalidate this Agreement. In such an event, such illegal, invalid, or unenforceable provision shall be replaced with a provision which as nearly as possible fulfills the intent of the severed provision, but is not illegal, invalid, or unenforceable, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement.

**19. GENDER OF WORDS**

Words of any gender shall include the other gender where appropriate.

**20. BINDING EFFECT**

The Agreement will endure to the benefit of and bind the respective heirs, personal representatives, successors and assigns of the parties hereto.

**21. STATUS OF PARTIES' RELATIONSHIP**

Nothing in this Agreement shall be construed to make any party the partner or joint venturer of or with respect to any other party.

**22. COUNTERPART EXECUTION**

This Agreement may be executed in multiple original counterparts, each of which shall be deemed as an original by all of which together shall constitute but one and the same instrument.

**23. AUTHORITY**

Each person executing this Agreement warrants and represents that he has the power and authority to enter into this Agreement in the name, title, and capacity herein stated and on behalf of the entity represented or purported to be represented by such person.

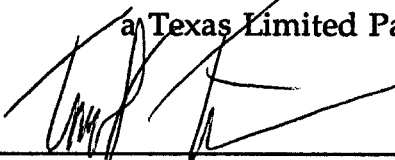
ATTEST:

CITY OF ROUND ROCK, TEXAS

BY:   
ROBERT A. SILURA, JR. Charles Culpepper, Mayor PRO-TEM

DATE: 6-9-94

Round Rock Ranch Ltd.  
a Texas Limited Partnership

BY:   
Tim Timmerman, President

DATE: 6/9/94

THE STATE OF TEXAS

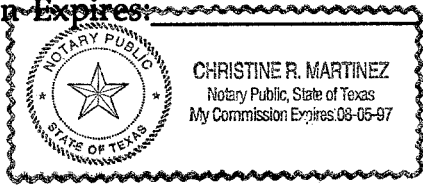
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 9<sup>th</sup> day of June, 1994 by ~~Charles Culpepper, Mayor of the City of Round Rock, Texas.~~

*Robert. A. STLUKA, Mayor PRO-TEM*

Christine R. Martinez  
Notary Public, State of Texas

Commission Expires: \_\_\_\_\_



Name Printed: CHRISTINE R. MARTINEZ

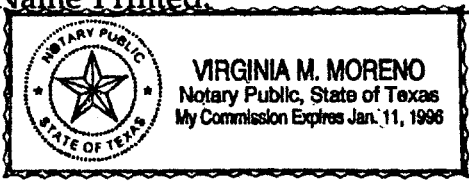
THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 9<sup>th</sup> day of June, 1994 by Tim Timmerman, President of Round Rock Ranch, Ltd., a Texas Limited Partnership, on behalf of said corporation.

Virginia M. Moreno  
Notary Public, State of Texas

Commission Expires: \_\_\_\_\_



Name Printed: \_\_\_\_\_

# EXHIBIT A

VOL. 2553 PAGE 0883

March 17, 1994

ZONING TRACT

## DESCRIPTION

FIELD NOTE DESCRIPTION OF THAT CERTAIN TRACT OR PARCEL CONTAINING 16.680 ACRES OF LAND OUT OF THE PRIOR A. HOLDER SURVEY, ABSTRACT NUMBER 297, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 16.680 ACRE TRACT BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN CALLED 4.892 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO ROUND ROCK RANCH J.V. LTD. OF RECORD IN VOLUME 2217, PAGE 672 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF LOT 36, BLOCK M, ROUND ROCK RANCH PHASE ONE SECTION ONE, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 139-141 OF THE WILLIAMSON COUNTY PLAT RECORDS, SAID 16.680 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found on the North Right-of-Way line of Gattis School Road said iron rod found being the southeast corner of Lot 13, Block "M", Round Rock Ranch, Phase One, Section One, a Subdivision of record in Cabinet "J", Slides 139-142 of the Plat Records of Williamson County, Texas, same being the southwest corner of the said called 4.892 acre tract described in Volume 2217, Page 672 of the Williamson County, Texas Deed Records;

THENCE N88°07'17"E a distance of 421.89 feet with the North Right-of-Way line of Gattis School Road as dedicated by the said Round Rock Ranch, Phase One, Section One Subdivision to an iron rod found for the southeast corner of the said called 4.892 acre tract, same being the southeast corner of the herein tract, same being on the West line of that certain 13.729 acre tract described in a deed to Custom Homes of Record in Volume 1084, Page 129 of the Williamson County Deed Records;

THENCE N02°08'42"W a distance of 508.68 feet departing said North Right-of-Way line of Gattis School Road and with the said West line of the 13.729 acre Custom Homes tract to an iron rod found for a northeast corner of the herein described tract at a point of curvature of a nontangent curve to the left, said iron rod being the most southerly point of Lot 49, Block "H" of the said Round Rock Ranch, Phase One, Section One Subdivision;

THENCE with the southerly line of the said Round Rock Ranch, Phase One, Section One Subdivision, the following five (5) courses and distances;

1). With a curve to the left containing the following elements, a radius length of 508.48 feet, an arc length of 109.03 feet and whose chord bears  $N33^{\circ}46'46''W$  for a distance of 108.82 feet to an iron rod found on the East Right-of-Way line of Round Rock Ranch Boulevard;

2).  $S54^{\circ}34'27''W$  for a distance of 76.27 feet with the terminus of the said Round Rock Ranch Boulevard to an iron rod found for the southeast corner of Lot 35, Block "M" of the said Round Rock Ranch, Phase One, Section One subdivision;

3).  $S50^{\circ}01'42''W$  a distance of 158.60 feet to an iron rod found at a point of intersection on the rear of Lot 34, Block "M" of the said Round Rock Ranch, Phase One, Section One Subdivision;

4).  $S88^{\circ}08'59''W$  for a distance of 173.63 feet to an iron rod found on the rear line of Lot 32, Block "M" of the said Round Rock Ranch, Phase One, Section One Subdivision, same being the northeast corner of the aforesaid Lot 36 and the northwest corner of the said called 4.892 acre tract;

5).  $S88^{\circ}07'58''E$  for a distance of 874.28 feet along the North line of the aforesaid Lot 36 to an iron rod found for the most northerly northwest corner of the herein described tract, same being the northeast corner of a proposed 1.463 acre amenities tract out of the said Lot 36;

THENCE upon and across the said Lot 36 with the east and south lines of the said amenities tract the following two (2) courses and distances;

1).  $S17^{\circ}22'34''W$  for a distance of 205.00 feet to an iron rod found;

2).  $N73^{\circ}40'16''W$  for a distance of 280.00 feet to an iron rod found on the curving East Right-of-Way line of Round Rock Ranch Boulevard for the southwest corner of the proposed amenities tract and the most westerly northwest corner of the herein described tract;

THENCE with a curve to the left containing the following elements, a radius length of 550.00 feet, an arc length of 99.14 feet, and whose chord bears  $S03^{\circ}18'05''W$  for a distance of 99.01 feet to an iron rod found at a point of tangency on the said East Right-of-Way line of Round Rock Boulevard;

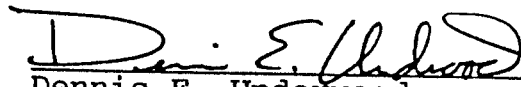
THENCE  $S01^{\circ}51'49''E$  for a distance of 236.29 feet to an iron rod found at a point of curvature on the said East Right-of-Way line of Round Rock Boulevard;

THENCE with a curve to the left containing the following elements, a radius length of 20.00 feet, an arc length of 31.38 feet and whose chord bears S46°57'12"E for a distance of 28.26 to an iron rod found for a point of tangency on the North Right-of-Way line of Gattis School Road;

THENCE N88°08'31"E for a distance of 1196.85 feet along the said North Right-of-Way line of Gattis School Road to the POINT OF BEGINNING;

CONTAINING 16.680 ACRES OF LAND.

The undersigned does hereby certify that the foregoing description represents the results of a survey made on the ground in August of 1993 under my supervision according to law and that it is true and correct to the best of my knowledge and belief.

  
Dennis E. Underwood  
Registered Professional  
Land Surveyor No. 4423



# EXHIBIT B

THERE ARE NO LIENHOLDERS OF RECORD



**ROUND ROCK RANCH  
CONCEPTUAL SITE PLAN**

OWNER: VINCENT GERARD & ASSOCIATES  
 LAND PLANNING CONSULTANTS  
 102 WESTLAKE DRIVE, SUITE 100, AUSTIN, TEXAS  
 (512) 333-2844

DATE: 1/11/01



SCALE: 1" = 80'

OWNER: Round Rock Ranch Ltd.  
ACREAGE: 16.68 Acres LOTS: 102  
DENSITY: 6.4 u/ac.  
ENGINEER: Haynie Engineering  
SURVEYOR: Brandt Surveying

ROUND ROCK RANCH BLVD

**DEVELOPMENT**

**AREA II**

LANDSCAPED ENTRY

3.5' SIDEWALK

GUEST PARKING

ASBESTOS ENTRY COVE

GATTIS SCHOOL ROAD

ENTRY MONUMENTATION

EXTERIOR FENCING

**CONCEPT C**

COURT NO. 101

OWNER:

1 of 1

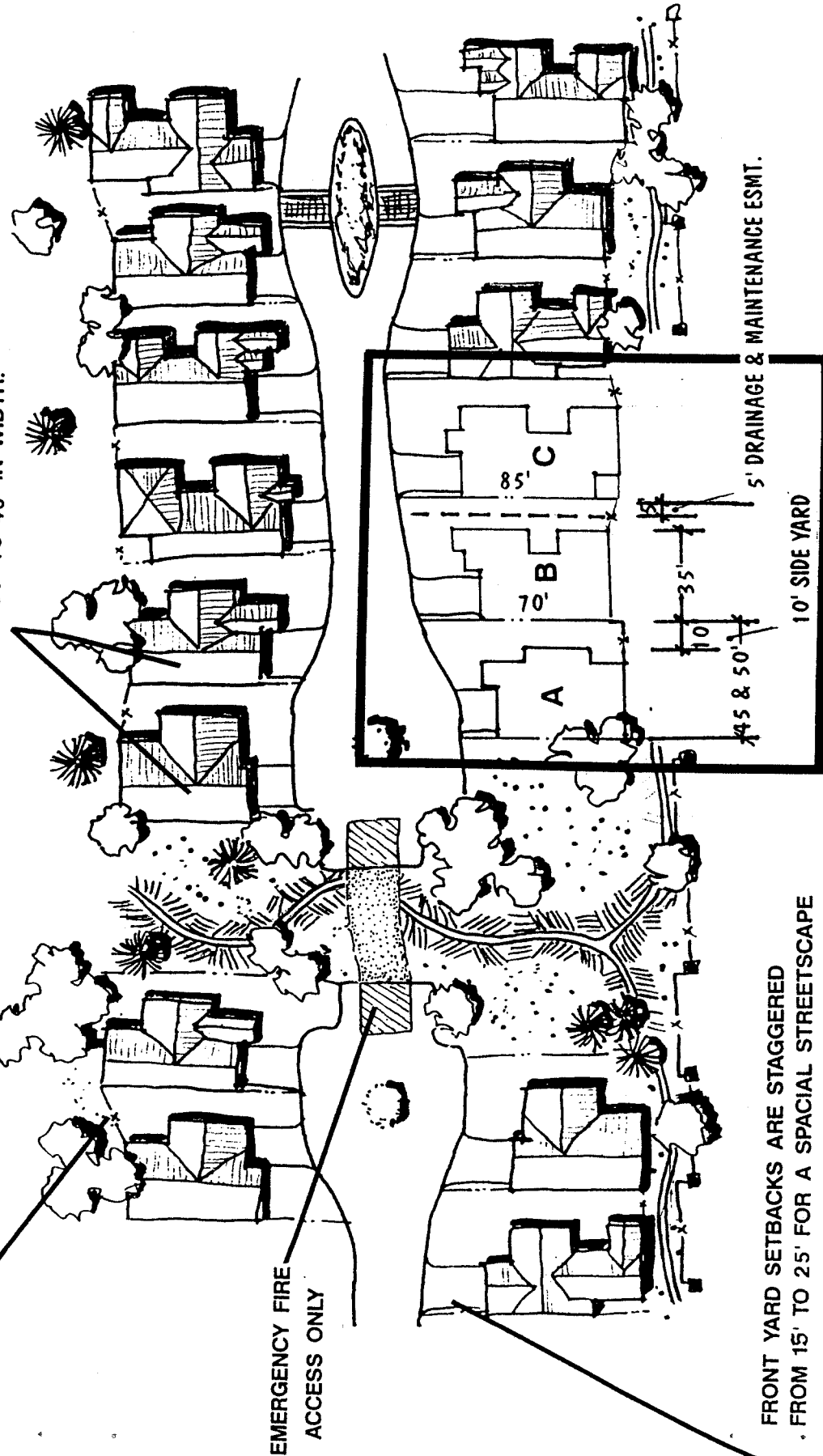
EXHIBIT D

THE FENCE AT THE REAR OF THE UNIT  
CONNECTS TO ADJOINING UNIT FOR GREENBELT

PRODUCT SIZE VARIES FROM  
35' TO 40' IN WIDTH.

EMERGENCY FIRE  
ACCESS ONLY

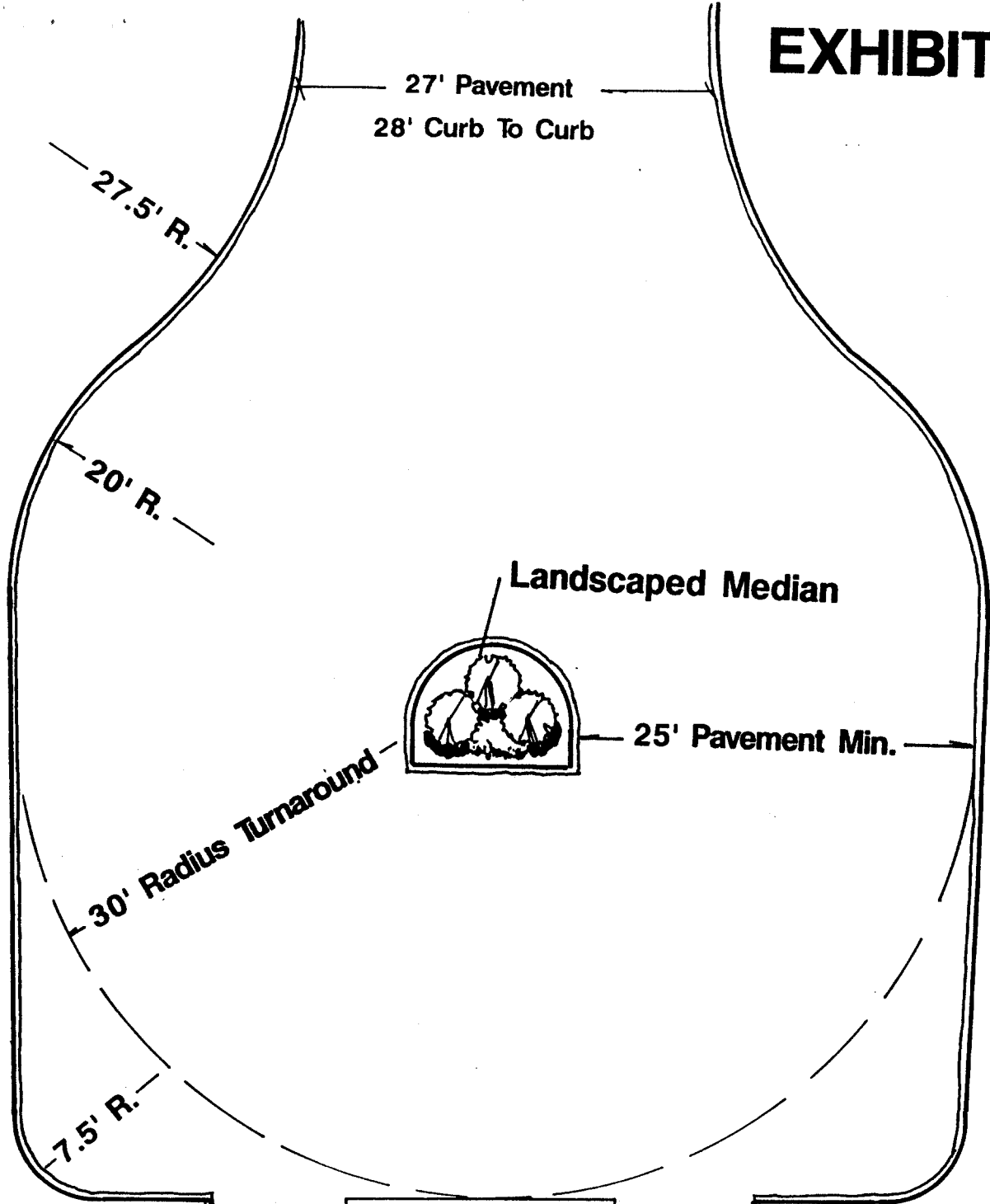
FRONT YARD SETBACKS ARE STAGGERED  
FROM 15' TO 25' FOR A SPACIAL STREETSCAPE



VINCENT GERARD AND ASSOCIATES  
102 Westlake Drive, Suite 100, Austin, Texas, 78746

PATIO HOMES

**EXHIBIT E**



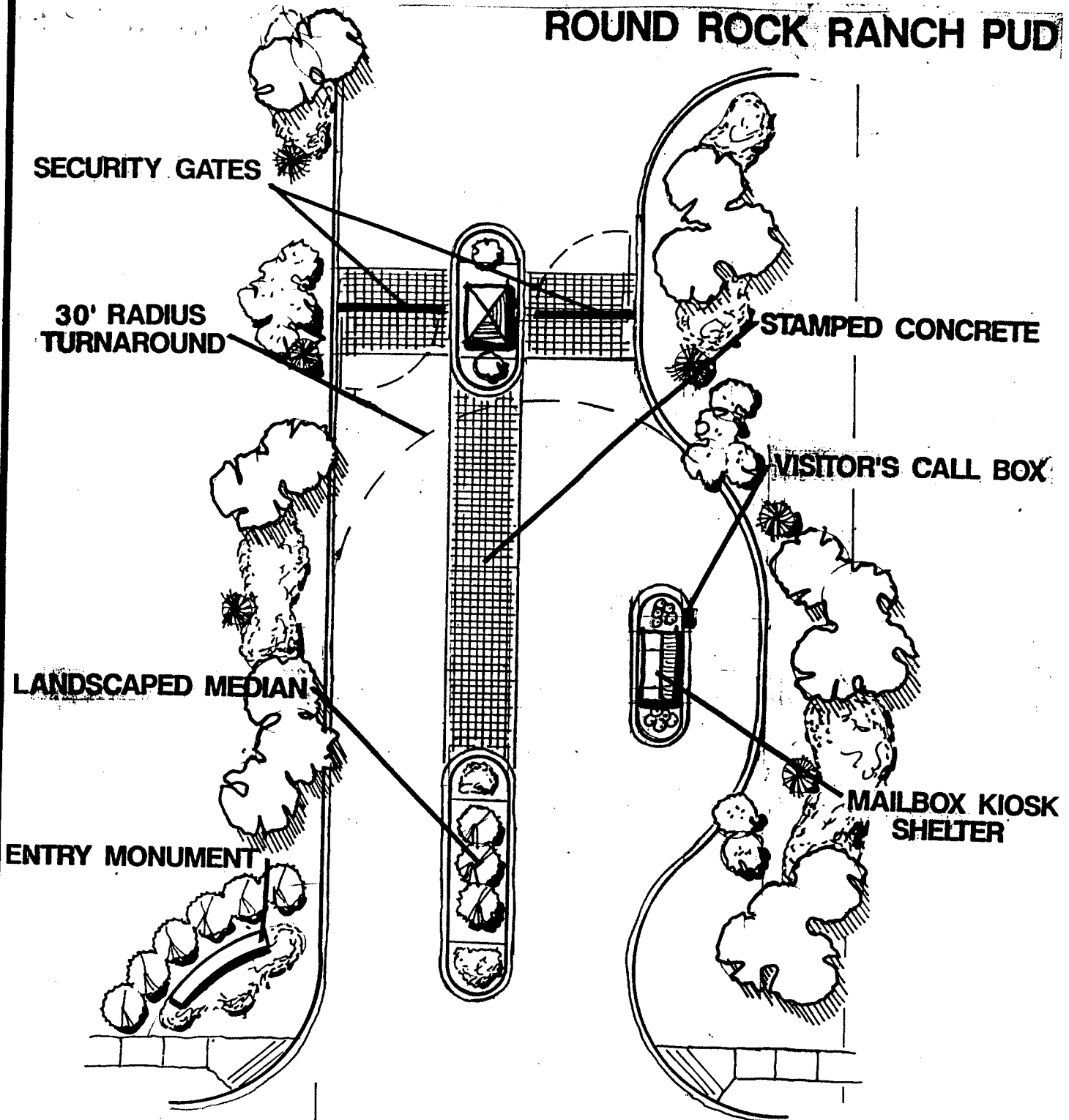
**ROUND ROCK  
RANCH P.U.D.**



**VINCENT GERARD AND ASSOCIATES**

102 Westlake Drive, Suite 100, Austin, Texas, 78746

# ROUND ROCK RANCH PUD



SECURITY GATES

30' RADIUS TURNAROUND

LANDSCAPED MEDIAN

ENTRY MONUMENT

ROUND ROCK RANCH PUD

STAMPED CONCRETE

VISITOR'S CALL BOX

MAILBOX KIOSK SHELTER

17' | 8' | 17' | 6' | 12'

60'  
Curb to Curb

ENTRY DESIGN

EXHIBIT F

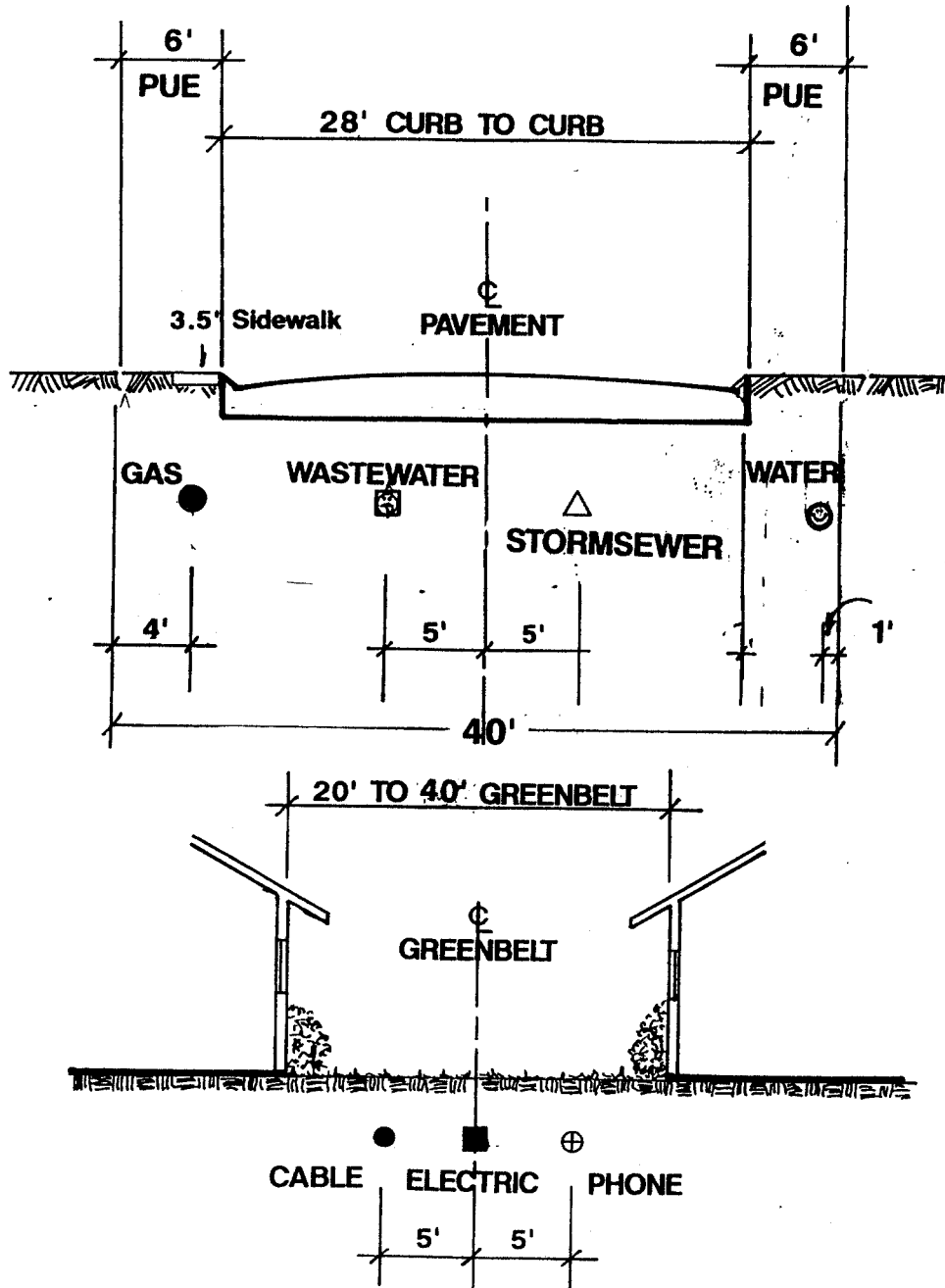


VINCENT GERARD AND ASSOCIATES

102 Westlake Drive, Suite 100, Austin, Texas, 78746

# ROUND ROCK RANCH PUD

## UTILITY ASSIGNMENTS PRIVATE STREETS



### EXHIBIT G



VINCENT GERARD AND ASSOCIATES

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# ROUND ROCK RANCH PUD EXHIBIT H

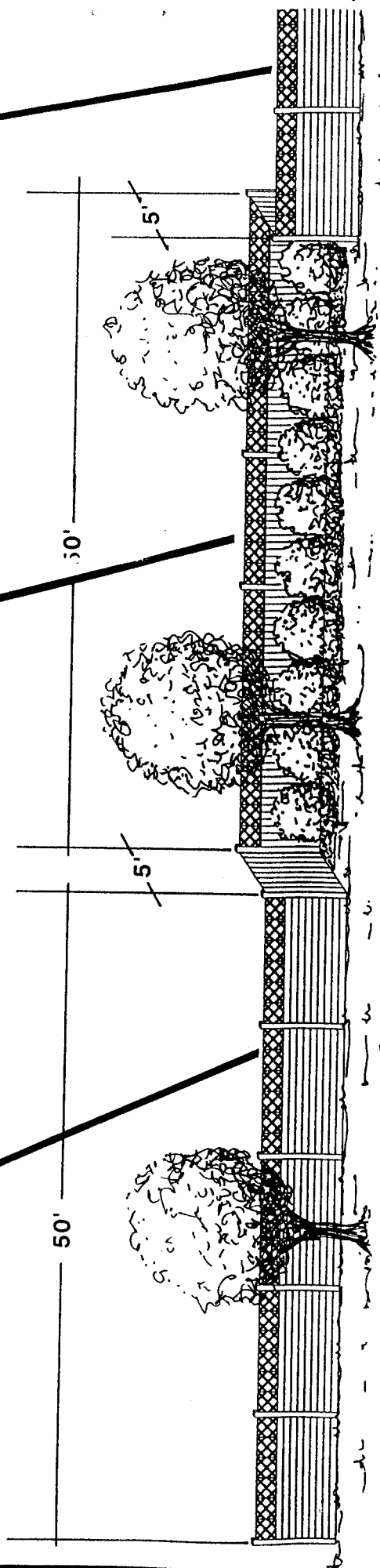
VINCENT GERARD AND ASSOCIATES  
102 Westlake Drive, Suite 100, Austin, Texas, 78746

BRICKCRETE/  
WOODCRETE/ OR  
WOODCRETE

BRICKCRETE/  
WOOD/WOODCRETE

BRICKCRETE/  
WOODCRETE FENCING MATERIAL

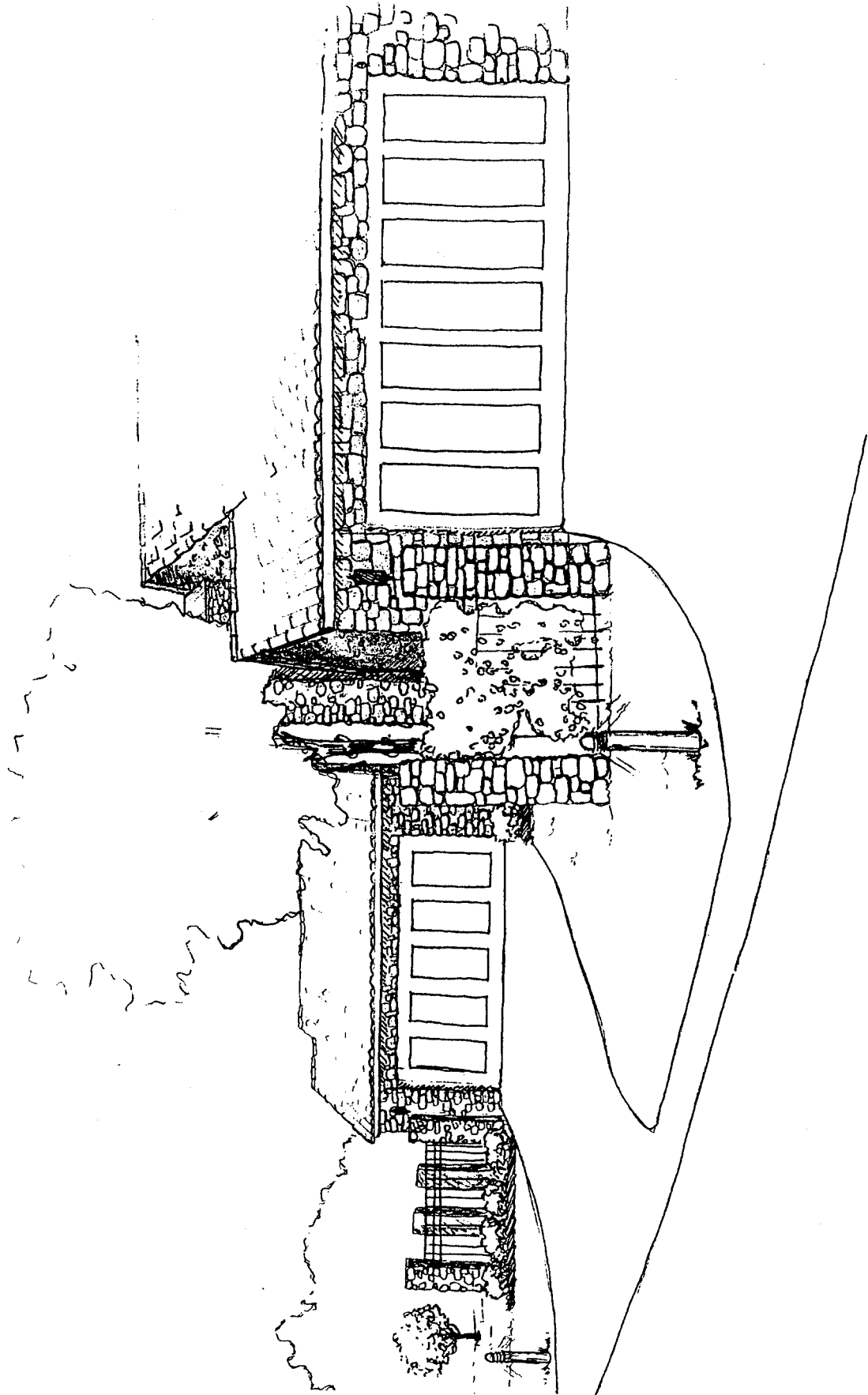
HORIZONTAL SLAT TYPE  
WITH TRELLIS WORK



GATTIS SCHOOL ROAD

50 FOOT SECTIONS OF FENCE TO BE ALTERNATED  
WITH A 5 FOOT OFFSET FROM FRONT TO BACK BETWEEN SECTIONS

# ARCHITECTURAL SCHEMATIC

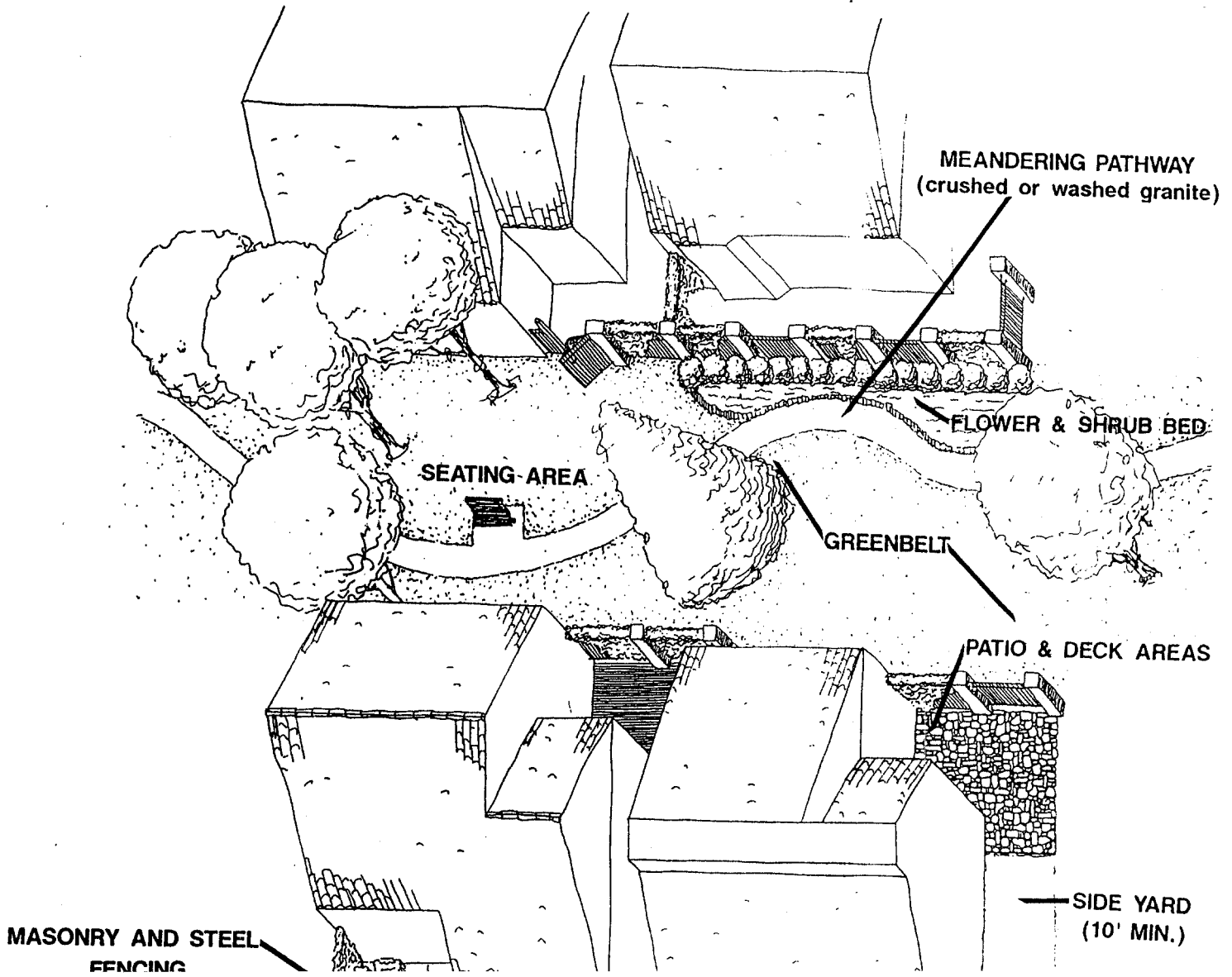


VINCENT GERARD AND ASSOCIATES

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# EXHIBIT J

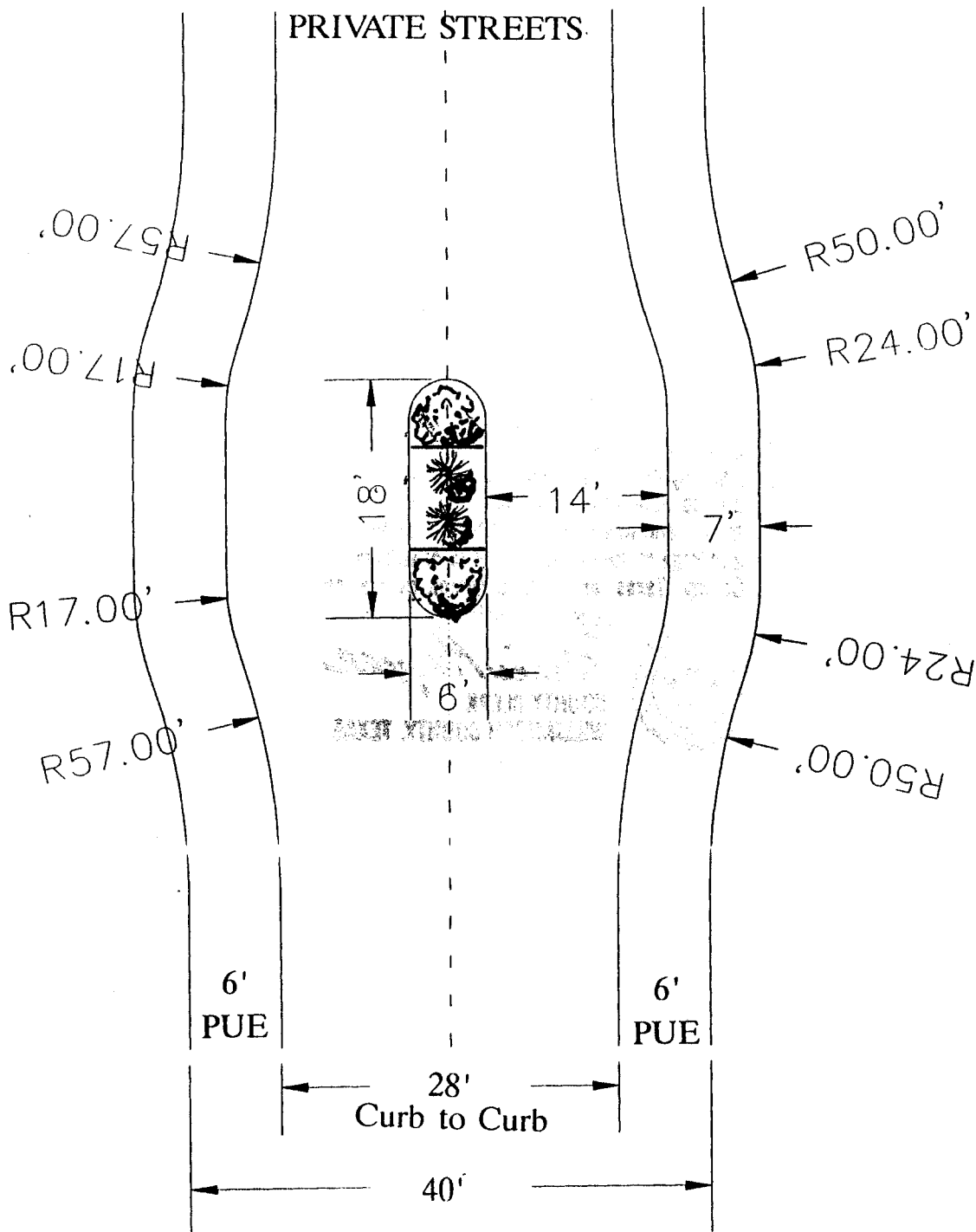
VOL. 2553 PAGE 0894





# ROUND ROCK RANCH PUD

## TYPICAL LANDSCAPED MEDIAN DETAIL



## EXHIBIT K



**VINCENT GERARD AND ASSOCIATES**

102 Westlake Drive, Suite 100, Austin, Texas, 78746

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

JUN 22 1994



*Clair B. Byrd*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

*Clair B. Byrd*  
COUNTY CLERK

1994 JUN 22 AM 8:36

FILED FOR RECORD  
WILLIAMSON COUNTY, TX.