



## **AGENDA**

### **Regular Meeting**

### **Planning and Zoning Commission**

**Tuesday, April 18, 2023**

**6:00 PM, City Hall**

**4000 Galleria Parkway**

**Bee Cave, Texas 78738-3104**

*A quorum of the Bee Cave City Council may be present.*

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Consider approval of minutes of the regular meeting conducted on February 21, 2023.
5. Public hearing, discussion, and possible action on Ordinance No. 507 authorizing an amendment to Ordinance 454 a Conditional Use Permit for "Kennels" and "Veterinarian (Indoor Kennels)" located at 15839 West State Highway 71, Bee Cave, Texas.
6. Discuss and consider action on a Replat of Lot 12, Block H, Lake Pointe, Phase 1B, located at 3402 Santee Drive, Bee Cave, Texas.
7. Agenda Planning
8. Adjournment

**The Commission may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Commission must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the**

**presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.**

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 13th day of April 2023 at 3:00 PM.

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Crystal Jaime

Administrative Coordinator



***Planning and Zoning Commission Meeting  
4/18/2023  
Agenda Item Transmittal***

**Agenda Item:** 3.

**Agenda Title:** Consider approval of minutes of the regular meeting conducted on February 21, 2023.

**Commission Action:** Approve

**Department:** Admin Assistant

**Staff Contact:** Crystal Jaime - Administrative Coordinator

**1. INTRODUCTION/PURPOSE**

**2. DESCRIPTION/JUSTIFICATION**

**a) Background**

**b) Issues and Analysis**

**3. FINANCIAL/BUDGET**

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

**4. TIMELINE CONSIDERATIONS**

**5. RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
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MINUTES OF THE MEETING OF THE  
PLANNING AND ZONING COMMISSION  
CITY OF BEE CAVE  
4000 Galleria Parkway  
Bee Cave, Texas 78738  
February 21, 2023

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

**Present:**

Kit Crumbley, Chair  
Kirk Wright, Commissioner  
Jerry Dike, Commissioner  
Lori Wakefield, Commissioner  
Rick Scadden, Commissioner

**Absent:**

Steven Schmidt, Vice Chair  
Eric McKee, Commissioner

**City Staff:**

Lindsey Oskoui, Assistant City Manager  
Megan Will, Director of Planning and Development  
Kevin Sawtelle, City Engineer  
Logan Maurer, Staff Engineer  
Amanda Padilla, Senior City Planner  
Sean Lapano, City Planner  
Reggie Brooks, Administrative Coordinator  
William Pitmon, Bee Cave Police

**Call to Order and Announce a Quorum is Present**

With a quorum present, the meeting of the Bee Cave Planning and Zoning Commission was called to order by Chair Crumbley at 6:00 p.m. on Tuesday February 21, 2023, in the Council Chambers of Bee Cave City Hall.

**Acknowledgement of former Commissioner Inge's service and welcome of new Commissioner McKee and Alternate Commissioners DaSilva and Loomer.**

**MOTION:** None

**Minutes of December 6, 2022**

**MOTION:** A motion was made by Commissioner Scadden, seconded by Commissioner Wright, to recommend approval on the minutes of December 6, 2022.

The vote was taken on the motion with the following result:

Voting Aye:     Chair Crumbley, Commissioners Wakefield, Scadden, Wright

Voting Nay: None  
Abstained: Commissioner Dike  
Absent: Vice Chair Schmidt, Commissioner McKee  
The motion carried.

**Public hearing, discussion, and possible action on Ordinance No. 501 to correct the Bee Cave Zoning Map classification for approximately 15.5 acres of Star Hill Ranch, a 31.07-acre tract of land located at 15000 Hamilton Pool Road, Bee Cave, Texas.**

*Public Hearing opened at 6:04 pm*

*Public Hearing closed at 6:07 pm*

**MOTION:** A motion was made by Commissioner Dike, seconded by Commissioner Wakefield, to recommend approval on Ordinance No. 501 to correct the Bee Cave Zoning Map classification for approximately 15.5 acres of Star Hill Ranch, a 31.07-acre tract of land located at 15000 Hamilton Pool Road, Bee Cave, Texas.

The vote was taken on the motion with the following result:

Voting Aye: Chair Crumbley, Commissioners Wakefield, Scadden, Dike, Wright  
Voting Nay: None  
Abstained: None  
Absent: Vice Chair Schmidt, Commissioner McKee

The motion carried.

**Public hearing, discussion, and possible action on Ordinance No. 502 to amend the zoning of an approximately 1-acre tract owned by the City of Bee Cave located generally southwest of the City's Police Department at 13333 SH-71.**

*Public Hearing opened at 6:12 pm*

*Public Hearing closed at 6:12 pm*

**MOTION:** A motion was made by Commissioner Wright, seconded by Commissioner Scadden, to recommend approval on Ordinance No. 502 to amend the zoning of an approximately 1-acre tract owned by the City of Bee Cave located generally southwest of the City's Police Department at 13333 SH-71.

The vote was taken on the motion with the following result:

Voting Aye: Chair Crumbley, Commissioners Wakefield, Scadden, Dike, Wright  
Voting Nay: None  
Abstained: None  
Absent: Vice Chair Schmidt, Commissioner McKee

The motion carried.

**Public hearing, discussion, and possible action on Ordinance No. 500 to amend the Thoroughfare Plan included within the “Our Bee Cave 2037 Comprehensive Plan,” with regard to future Neighborhood Collector roadways known as the “Southwest Collector” and “Hamilton Pool Road Extension.”**

*Public Hearing opened at 6:19 pm*

*Public Hearing closed at 6:19 pm*

**MOTION:** A motion was made by Chair Crumbley, seconded by Commissioner Wakefield, to recommend approval on Ordinance No. 500 to amend the Thoroughfare Plan included within the “Our Bee Cave 2037 Comprehensive Plan,” with regard to future Neighborhood Collector roadways known as the “Southwest Collector” and “Hamilton Pool Road Extension.”

The vote was taken on the motion with the following result:

Voting Aye:	Chair Crumbley, Commissioners Wakefield, Wright
Voting Nay:	Commissioner Scadden
Abstained:	Commissioner Dike
Absent:	Vice Chair Schmidt, Commissioner McKee

The motion carried.

**Discuss the 5-year update report for the “Our Bee Cave 2037 Comprehensive Plan.”**

**MOTION:** None

**Agenda Planning**

**MOTION:** None

**The Planning and Zoning Commission adjourned the meeting at 7:33 p.m.**

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST

\_\_\_\_\_  
E. Megan Will

\_\_\_\_\_  
Kit Crumbley, Chair



## ***Planning and Zoning Commission Meeting***

***4/18/2023***

### ***Agenda Item Transmittal***

**Agenda Item:** 4.

**Agenda Title:** Public hearing, discussion, and possible action on Ordinance No. 507 authorizing an amendment to Ordinance 454 a Conditional Use Permit for “Kennels” and “Veterinarian (Indoor Kennels)” located at 15839 West State Highway 71, Bee Cave, Texas.

**Commission Action:** Discussion and possible action

**Department:** Planning and Development

**Staff Contact:** Amanda Padilla, Senior Planner

### **1. INTRODUCTION/PURPOSE**

The purpose of this agenda item is to consider an amendment to Ordinance 454, which approved a Conditional Use Permit to allow for “Kennels” and “Veterinarian (Indoor Kennels)” in the Neighborhood Services tract identified in the Masonwood Amended and Restated Development Agreement for Lot 40A, Block A, Bella Colinas Commercial Subdivision. The amendment would amend condition 13 within Ordinance 454 to add an additional two (2) feet of fence to the six (6) foot tall exercise yard fences, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall.

### **2. DESCRIPTION/JUSTIFICATION**

#### **a) Background**

See attached transmittal letter.

#### **b) Issues and Analysis**

See attached transmittal letter.

### **3. FINANCIAL/BUDGET**

Amount Requested

Cert. Obligation

Other source

Addtl tracking info

Fund/Account No.

GO Funds

Grant title

### **4. TIMELINE CONSIDERATIONS**

## 5. RECOMMENDATION

Staff recommends approval of ordinance 507.

### ATTACHMENTS:

Description	Type
▣ Riley's Ranch Pet Resort CUP Transmittal Letter	Cover Memo
▣ Draft Ordinance 507	Ordinance
▣ Ordinance 454	Ordinance

**Planning & Zoning Commission Meeting**  
**April 18, 2023**  
**Agenda Item Transmittal**

**Agenda Item #:** # 6

**Agenda Title:** Public hearing, discussion, and possible action on Ordinance No. 507 authorizing an amendment to Ordinance 454 a Conditional Use Permit for “Kennels” and “Veterinarian (Indoor Kennels)” located at 15839 West State Highway 71, Bee Cave, Texas.

**Commission Action:** Public Hearing, Discussion and Consideration of Action

**Initiating Department:** Planning & Development

**Staff Contact:** Amanda Padilla, Senior Planner

<b>1. INTRODUCTION/PURPOSE</b>
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The purpose of this agenda item is to consider an amendment to Ordinance 454, which approved a Conditional Use Permit to allow for “Kennels” and “Veterinarian (Indoor Kennels)” 15839 West SH 71, generally the corner of SH-71 and Del Dios Way. The amendment would amend condition 13 within Ordinance 454 to add an additional two (2) feet of fence to the six (6) foot tall exercise yard fences, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall.

<b>2. DESCRIPTION/ JUSTIFICATION</b>
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**a) Background**

The applicant is requesting to amend ordinance 454 which allows the use of “Kennel” and Veterinary (Indoor kennel)” with conditions. The applicant is specifically asking to amend condition number 13 which states:

“The Exercise Yards for the Kennel and Veterinary (Indoor Kennel) shall be enclosed and screened by masonry walls as depicted in the concept plan (Exhibit “A”) and Elevations (Exhibit “B”) attached to this ordinance.”

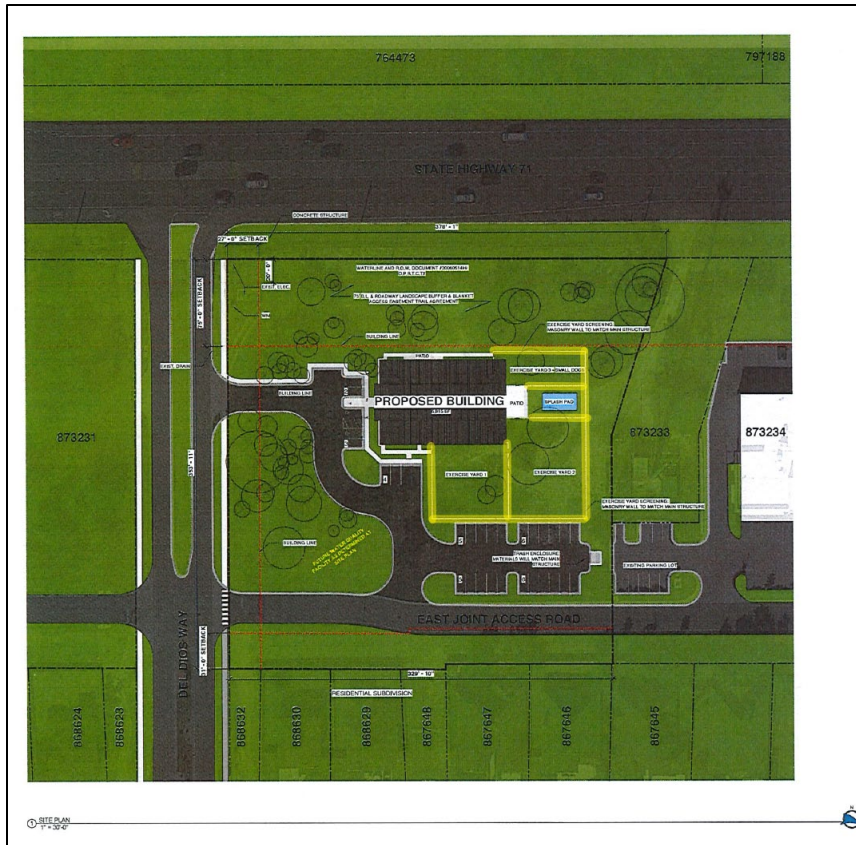


Figure 1. Exhibit "A" of Ord 454 that shows the location of approved fence, highlighted in yellow.

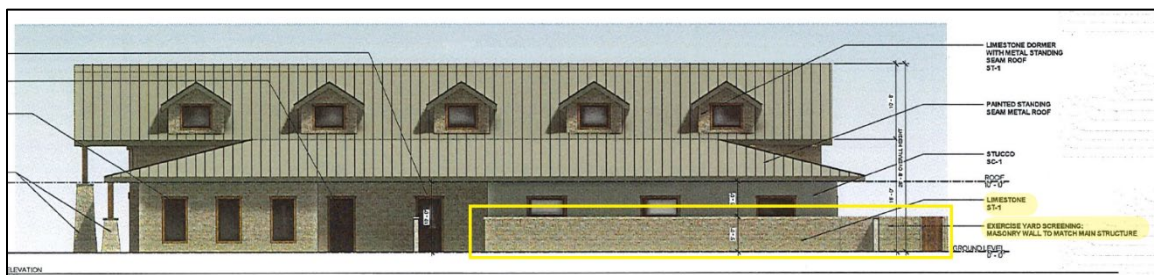


Figure 2. Exhibit "C" of Ord 454 shows elevation of exercise yard fence, boxed in yellow.

The 2.75-acre property, located in Bee Cave's Extraterritorial Jurisdiction (ETJ), is subject to the provisions in the ['Masonwood Amended and Restated Development Agreement'](#). Ordinarily, land located within a City's ETJ is not subject to zoning regulations; however, the Property is within the 'Neighborhood Services Tract' as designated within the Development Agreement Concept Plan, and, as such, per Article II, Section 201, of the Development Agreement it is subject to the Neighborhood Services (NS) zoning regulations (Code Sec. [32.03.009](#)), with the exception of 32.03.009(e)(3) and (e)(6). Within the Unified Development code, it provides an equivalency table (Section 3.2.3) that states the Neighborhood Services district will follow the zoning district "Mixed-Use Neighborhood" (MU-N) and all regulations that apply to the MU-N district. The property

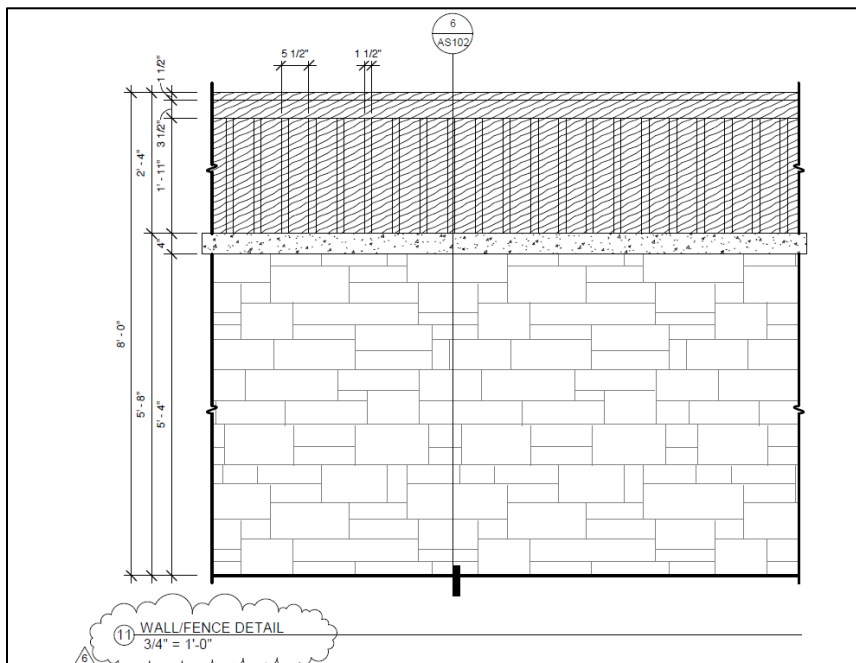
is also subject to the requirements within Ordinance 454, a CUP that permitted the use “Kennels” and “Veterinarian (Indoor Kennels)” with conditions.

The applicant has submitted a revision to their site plan reflecting the proposed change in fence height and materials. This revision will be reviewed and approved administratively, contingent on approval of the amendment.

#### **b) Issues and Analysis**

Riley’s Ranch Pet Resort consists of a building designed to provide indoor boarding for small animals, limited veterinary care, associated office space, and a small retail component. Three (3) outdoor exercise yards and a splash pad are also proposed, the use of which will be under the direct supervision of Riley’s Ranch staff and will not be used outside of the hours 7:00 AM to 7:00 PM. Additionally, no outdoor cages/kennels are proposed or permitted.

Ordinance 454 permitted the applicant to construct the exercise yard fences with the approved material depicted in the concept plan attached to the ordinance. The amendment to Ordinance 454 would allow the applicant to add an additional 2 feet of wood to the fence (see figure 3 below). Per the UDC section 5.1.2, fences are permitted at a height of eight (8) feet but due to the specific condition included in Ord. 454 the applicant was permitted a 6ft tall fence constructed of limestone material, shown in figure 1 and 2 above. In order for the applicant to construct an 8 ft tall fence with different material an amendment is required.



*Figure 3. New fence detail*

The new fence detail will add an additional two (2) feet of fence to the six (6) foot tall exercise yard fences, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall.

**Site:** 2.75 acres (Lot 40A of the Bella Colinas Commercial Subdivision).

**Zoning:** N/A – Property is in the ETJ, located in the Neighborhood Service tract of the Masonwood Amended and Restated Development Agreement.

**Future Land Use Map:** N/A – ETJ

**Existing Conditions:** Riley's Pet Resort is currently under construction.

**Adjacent Uses:**

Direction	Uses/Development	Zoning
North	Site for future Episcopal Church of the Cross	P-PDD
South	Terra Colinas residential neighborhood	ETJ, subject to the Masonwood Amended and Restated DA
East	Medical/office center (Lot 38A) and cell tower (Lot 39)	ETJ, subject to the Masonwood Amended and Restated DA
West	Bella Colinas Car Wash	ETJ, subject to the Masonwood Amended and Restated DA

### 3. FINANCIAL/BUDGET

N/A

### 4. TIMELINE CONSIDERATIONS

None.

### 5. RECOMMENDATION

Staff recommends approval of Ordinance No. 507.

### 6. REFERENCE FILES

1. Draft Ordinance 507 including:  
Ex. A – Condition 13  
Ex. B – Site Plan
2. Ordinance 454

## **ORDINANCE NO. 507**

**AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE 454 A CONDITIONAL USE PERMIT PERMITTING KENNELS AND VETERINARIAN (INDOOR KENNELS) AS CONDITIONAL USES IN THE NEIGHBORHOOD SERVICES TRACT IDENTIFIED IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LOT 40A, BLOCK A, BELLA COLINAS COMMERCIAL SUBDIVISION AS RECORDED IN DOCUMENT NO. 201600051, OPRTC AND WHICH IS LOCATED AT 15839 WEST STATE HIGHWAY 71, BEE CAVE, TEXAS; PROVIDING FOR AN AMENDMENT TO CONDITION 13 ATTACHED HERETO AS EXHIBIT “A;” PROVIDING FOR APPROVAL OF ELEVATIONS ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, EFFECTIVE DATE AND PROPER NOTICE AND MEETING**

**WHEREAS**, the Property is subject to the provisions in the Masonwood Amended and Restated Development Agreement (“Development Agreement”) adopted by the Bee Cave City Council on November 13, 2012, and is within the ‘Neighborhood Services Tract’ as designated within the Development Agreement concept plan; and

**WHEREAS**, an application has been submitted to amend condition 13 of Ordinance 454 for the property located at 15839 West State Highway 71, Bee Cave, Texas, described as Lot 40A, Block A, Bella Colinas Commercial Subdivision (the “Property”); and

**WHEREAS**, the amendment will allow the fence to extend an additional two (2) feet from the approved six (6) foot tall fence, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall;

**WHEREAS**, the property owner has submitted an updated Site Plan, exhibit “B”, depicting the new fence for the proposed exercise yards and the terms and amended condition of this ordinance are sufficient and compatible with adjacent property and the residential uses in the vicinity; and

**WHEREAS**, the notice as required by the City’s Zoning Ordinance has been published in the official newspaper and given to adjacent property owners; and

**WHEREAS**, the Planning and Zoning Commission and the City Council has each conducted Public Hearings on the Application for an amendment to the Conditional Use Permit wherein public comment was received and considered on the Application; and

**WHEREAS**, the City Council finds that the amendment to Ordinance 454 depicted in Exhibits “A” and the Site Plan, Exhibit “B”, and in accordance with this Ordinance is an appropriate amendment for the Property.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS:**

**SECTION 1.** Findings of Fact. That after due consideration of information and documentation submitted to the City Council, all of the above premises are hereby found to be true and correct legislative and factual findings of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** Exhibits “A” and “B” are hereby adopted and incorporated into the body of this Ordinance as if copied in their entirety for all purposes.

**SECTION 3.** Ordinance Amendment. The amendment to Ordinance 454 is hereby adopted and Condition 13 “The Exercise Yards for the Kennel and Veterinary (Indoor Kennel) shall be enclosed and screened by masonry walls as depicted in the concept plan (Exhibit “A”) and Elevations (Exhibit “B”) attached to this ordinance” is amended to read “ The Exercise Yards for the Kennel and Veterinary Use (Indoor Kennel) shall be enclosed and screened as depicted in Site Plan and Wall/Fence Detail included in Exhibit “B” attached and incorporated into this Ordinance.

**SECTION 4.** Remainder. This Ordinance amends only Condition 13 of Ordinance 454. All remaining provisions, requirements, conditions, and penalties of Ordinance 454 remain in full force and effect and are unaffected by the passage of this amending Ordinance.

**SECTION 5.** Penalty. That any person, firm or corporation violating any of the provisions of this Ordinance or Chapter 32, Zoning, of the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Bee Cave, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day of any such violation shall be deemed to constitute a separate offense, in accordance with Section 1.01.009 of the City’s Code of Ordinances.

**SECTION 6.** Severability. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Ordinance 454, the City’s Zoning Ordinance or Map as a whole.

**SECTION 7.** Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 8.** Effective Date. This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

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Kara King, Mayor  
City of Bee Cave

ATTEST:

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Kaylynn Holloway, City Secretary  
City of Bee Cave, Texas

[SEAL]

APPROVED AS TO FORM:

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Ryan Henry, City Attorney  
Law Offices of Ryan Henry, PLLC

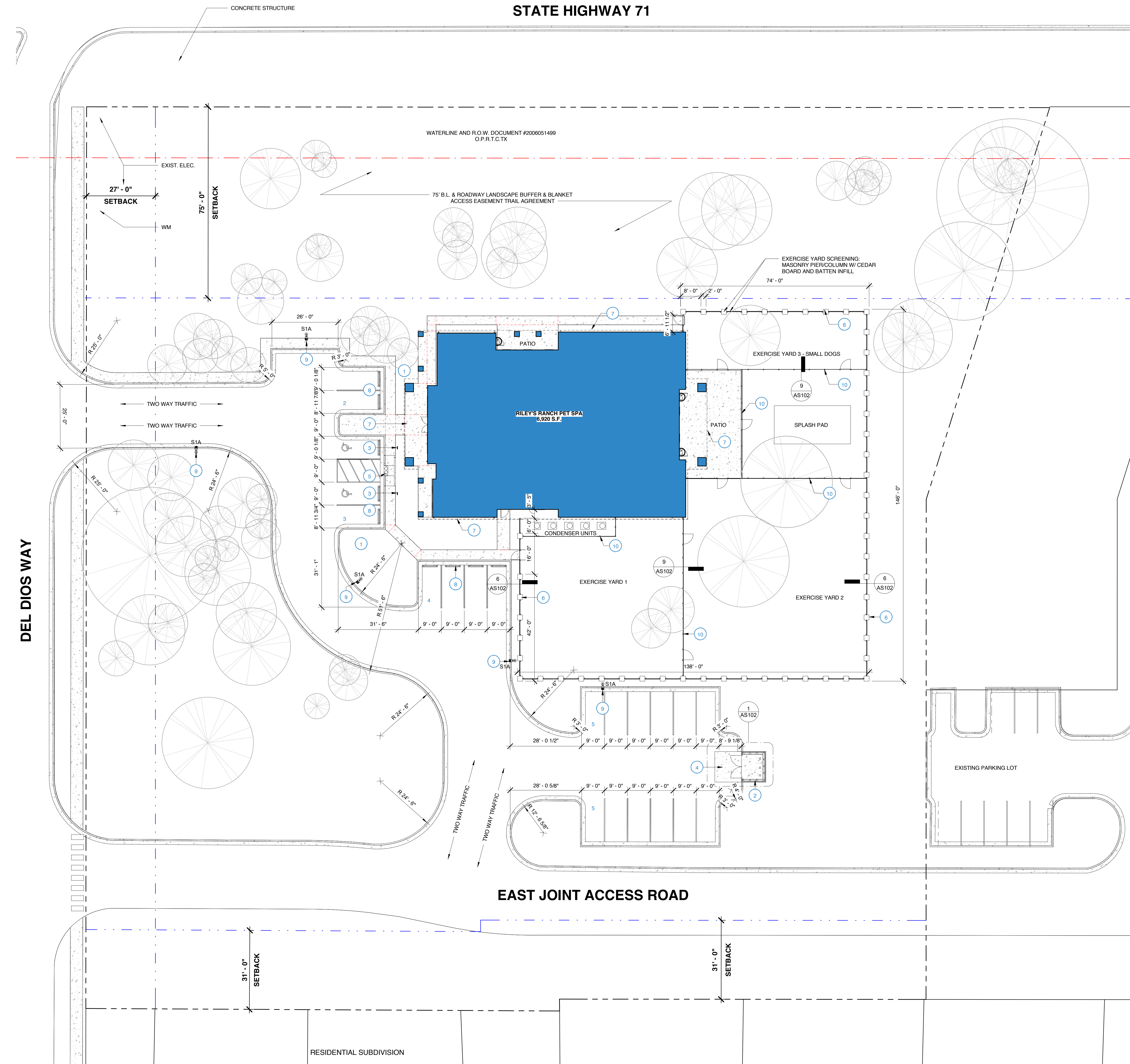
EXHIBIT "A"

AMENDMENT TO CONDITIONAL USE PERMIT

Condition 13. The Exercise Yards for the Kennel and Veterinary Use (Indoor Kennel) shall be enclosed and screened as depicted in Site Plan and Wall/Fence Detail included in Exhibit "B" attached and incorporated into this Ordinance.

EXHIBIT “B”

SITE PLAN AND WALL/FENCE DETAIL



**SITE PLAN LEGEND:**

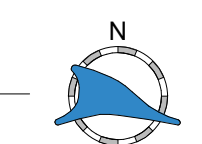
- EXISTING TREE TO BE PROTECTED THROUGHOUT CONSTRUCTION
- NORTH ARROW
- KEYNOTE
- DETAIL NUMBER ON SHEET  
INDICATES THAT CONDITION IS SIMILAR TO DETAIL NOT EXACT
- SHEET REFERENCE NUMBER
- REVISION # REFERENCE TAG

**KEYNOTES:**

- 1 LANDSCAPING AND IRRIGATION PER LANDSCAPE ARCHITECT SPECIFICATIONS
- 2 TRASH ENCLOSURE TO MATCH BUILDING MATERIALS (REFER TO DETAILS AND ELEVATIONS)
- 3 ADA SIGNAGE
- 4 HEAVY DUTY CONCRETE PAD FOR GARBAGE TRUCK
- 5 BLACK TACTILE WARNING STRIP (TYP.)
- 6 STONE PIER/COLUMN TO MATCH MAIN STRUCTURE (REFER TO SITE DETAILS)
- 7 EXTENT OF OVERHEAD COVERAGE
- 8 WHEEL STOPS AT ALL PARKING SPACES AGAINST BUILDING
- 9 LIGHT POLE REFER TO ELECTRICAL DRAWINGS
- 10 WOOD FENCE (REFER TO SITE DETAILS)

DESIGN/EXTENT OF FENCING CHANGED WITH REVISION DATED 03/22/2023

1 SITE PLAN  
1/16" = 1'-0"



BFD #: 20127

BELLA COLINAS  
**RILEY'S RANCH PET SPA**

15839 WEST STATE HWY 71, BEE CAVE, TEXAS 78738

SEAL:



BLUE FIN DESIGN, LLC  
Do NOT scale drawings. Use given dimensions only. If not shown, verify correct dimension with ARCHITECT. Contractor shall check and verify all dimensions and conditions of job site.

REVISIONS		
DATE	#	DESCRIPTION
2023.03.21	6	FENCE/WALL REVISION

DATE: 03.31.2022  
DRAWN BY: IT

ARCHITECTURAL  
SITE PLAN

DRAWING NUMBER:  
**AS101**  
SCALE: AS INDICATED

BELLA COLINAS  
RILEY'S RANCH PET SPA

15839 WEST STATE HWY 71, BEE CAVE, TEXAS 78738

SEAL:

NOT FOR CONSTRUCTION

WARREN L. INCE - #21539

NOT FOR REGULATORY  
APPROVAL, PERMITTING OR  
CONSTRUCTION.

BLUE FIN DESIGN, LLC

Do NOT scale drawings. Use given dimensions only. If not shown, verify correct dimension with ARCHITECT. Contractor shall check and verify all dimensions and conditions of job site.

REVISIONS

DATE	#	DESCRIPTION
Date 6	6	FENCE/WALL REVISION

DATE: 03.31.2022

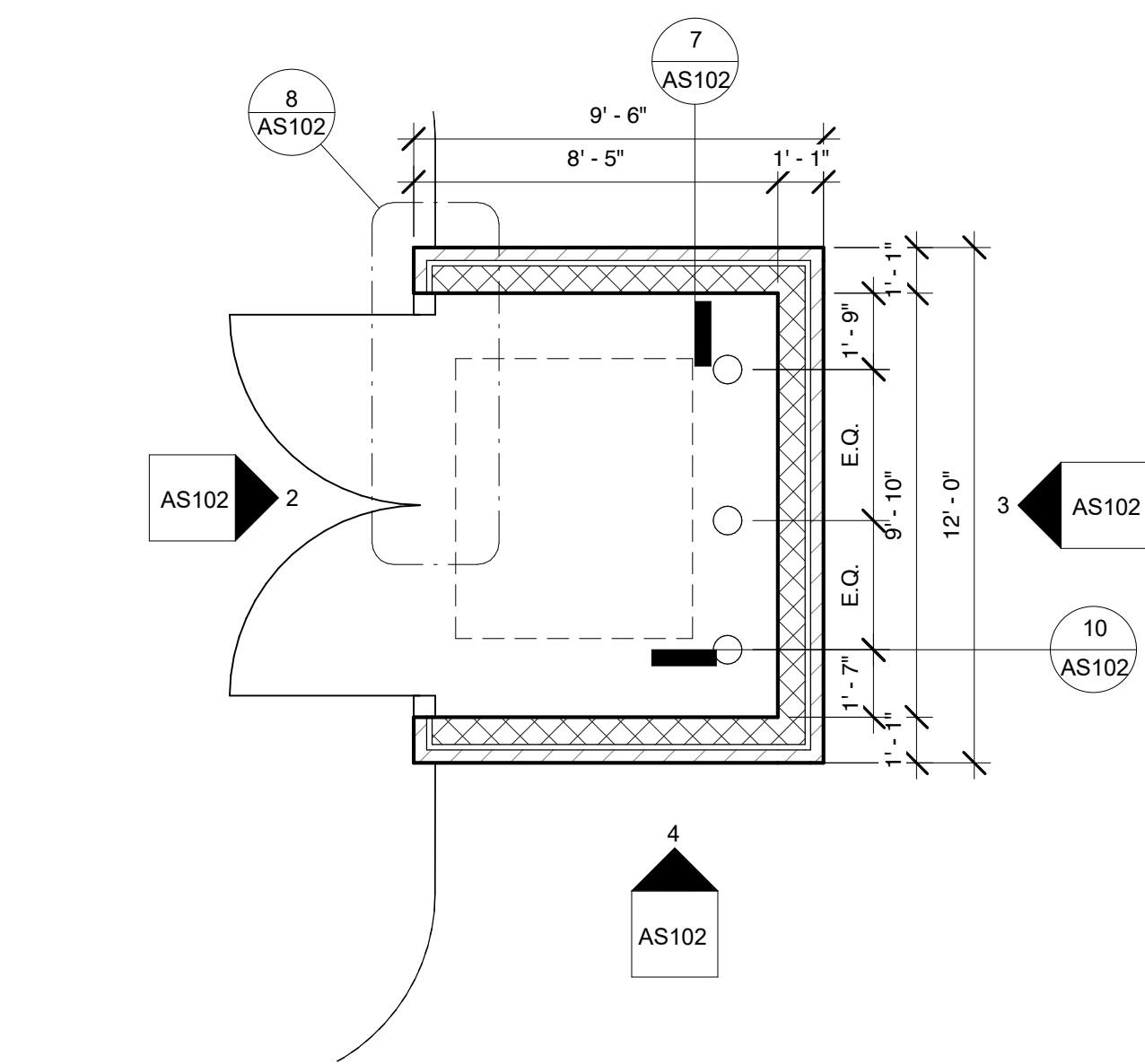
DRAWN BY: IT

SITE DETAILS

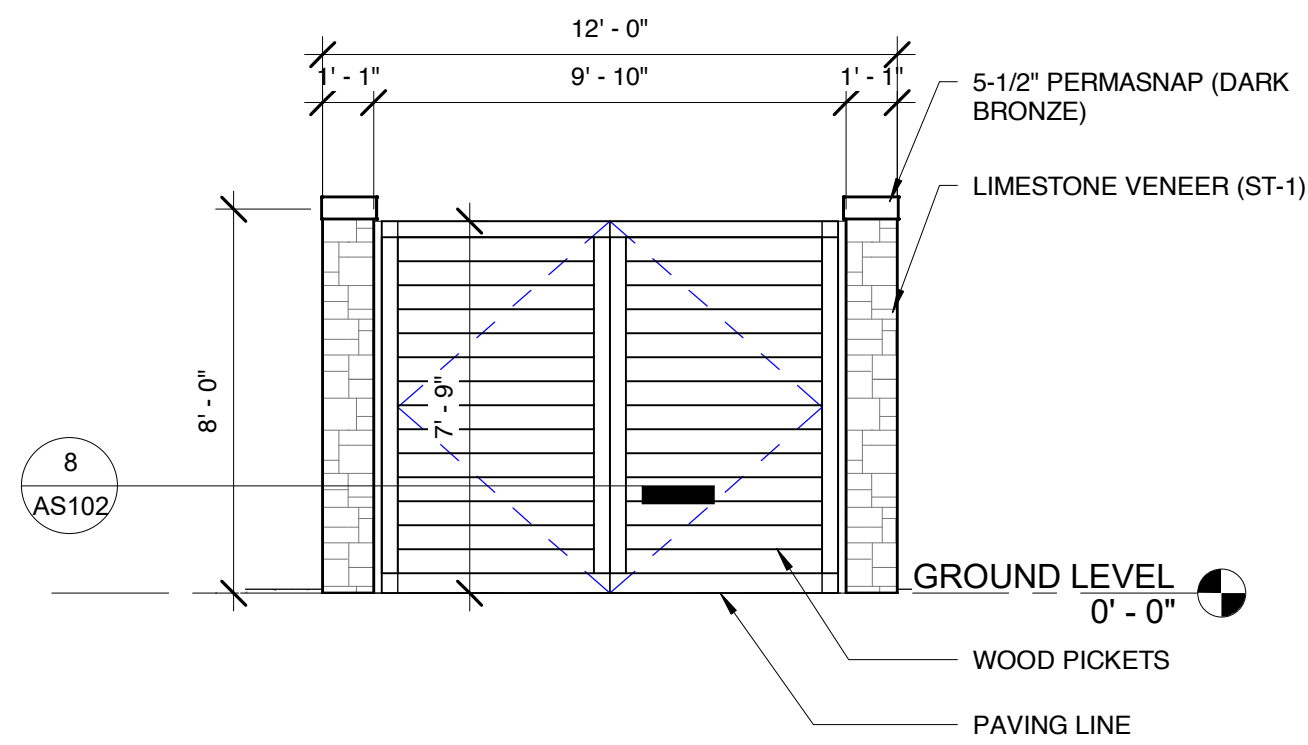
DRAWING NUMBER:

AS102

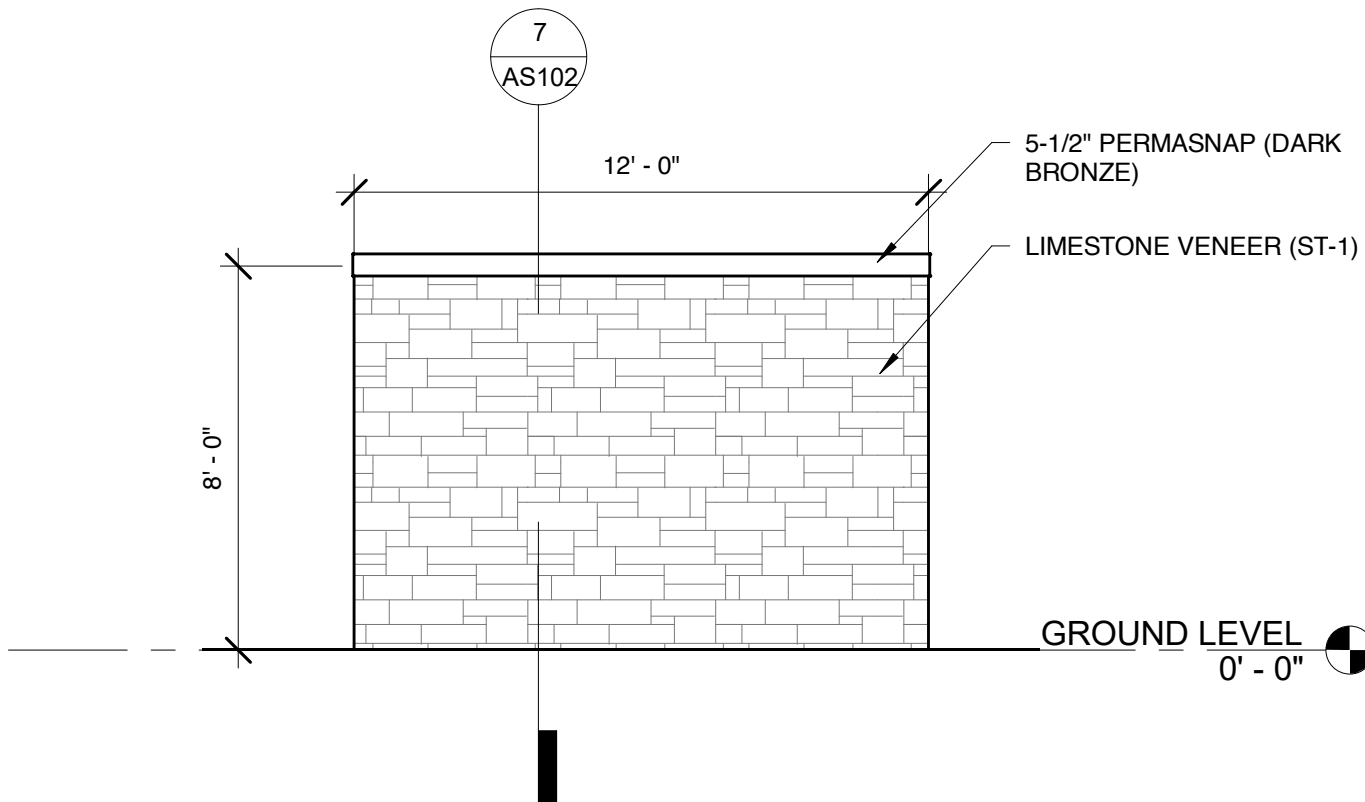
SCALE: AS INDICATED



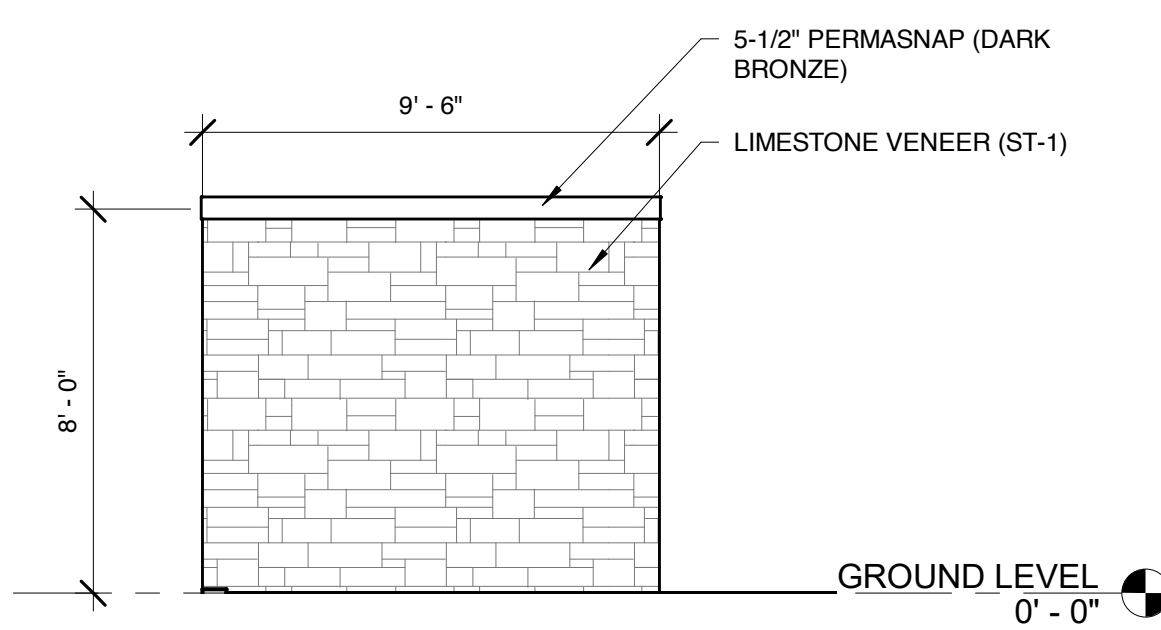
1 ENLARGED DUMPSTER PLAN  
1/4" = 1'-0"



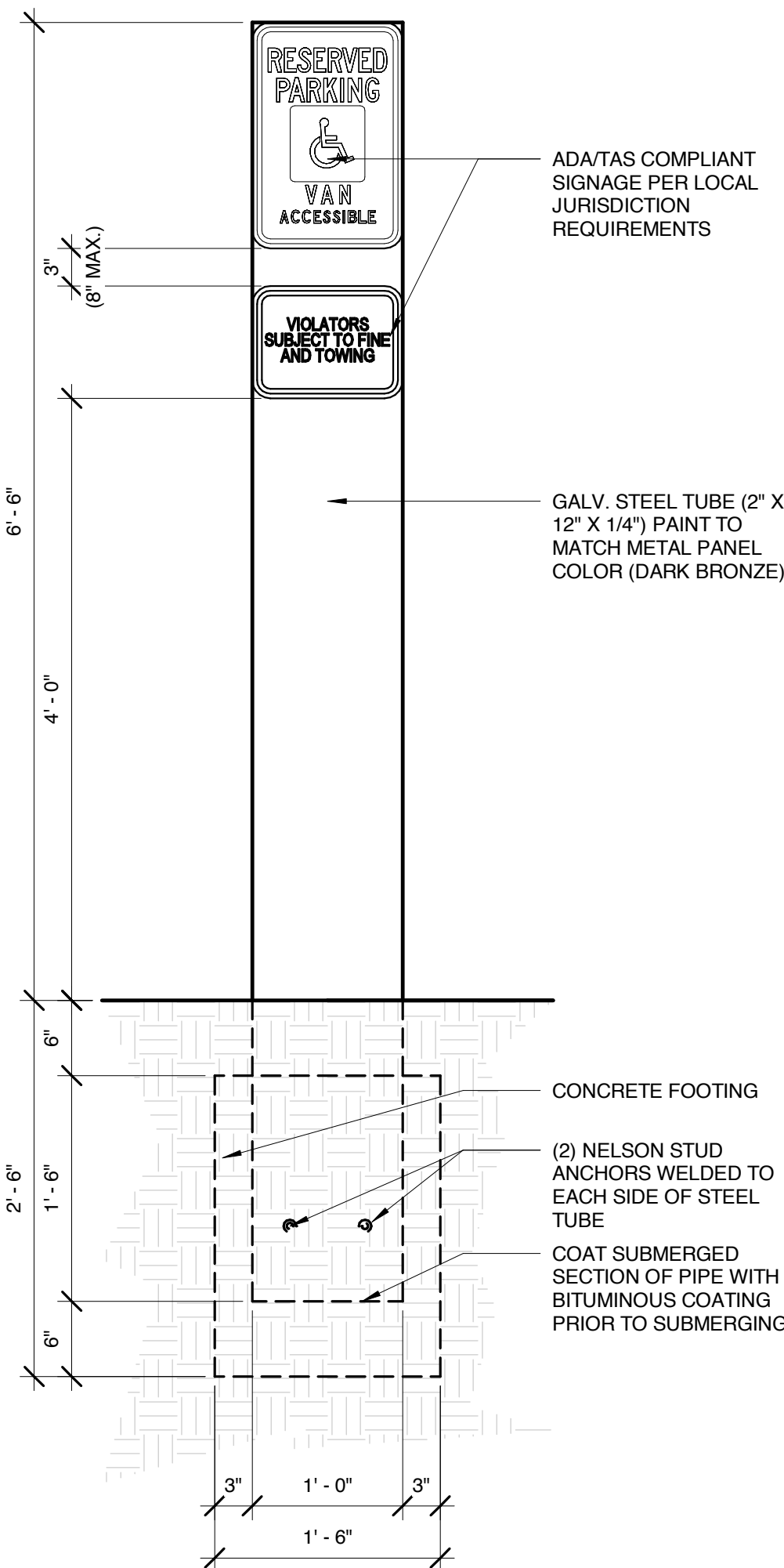
2 DUMPSTER - WEST ELEVATION  
1/4" = 1'-0"



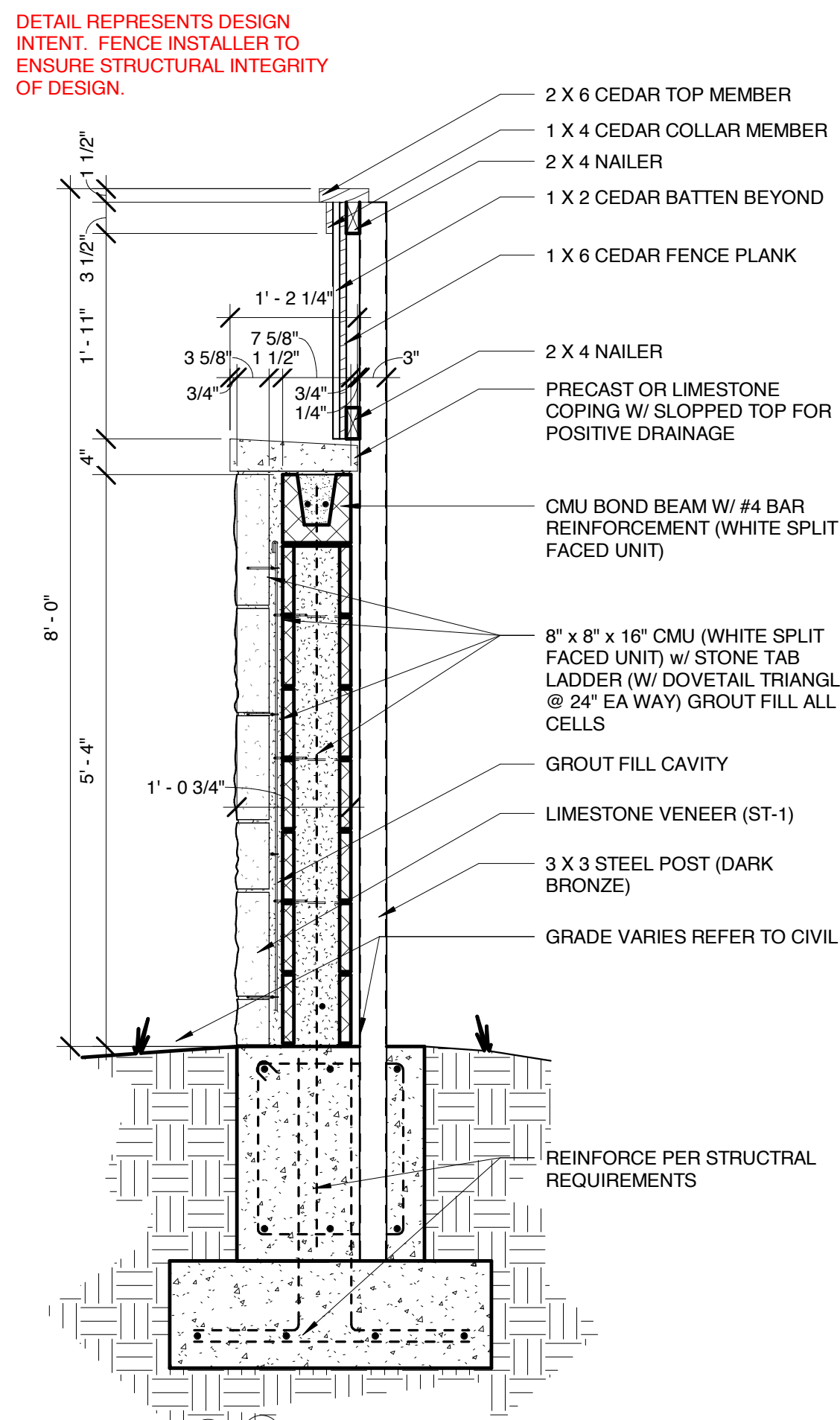
3 DUMPSTER - EAST ELEVATION  
1/4" = 1'-0"



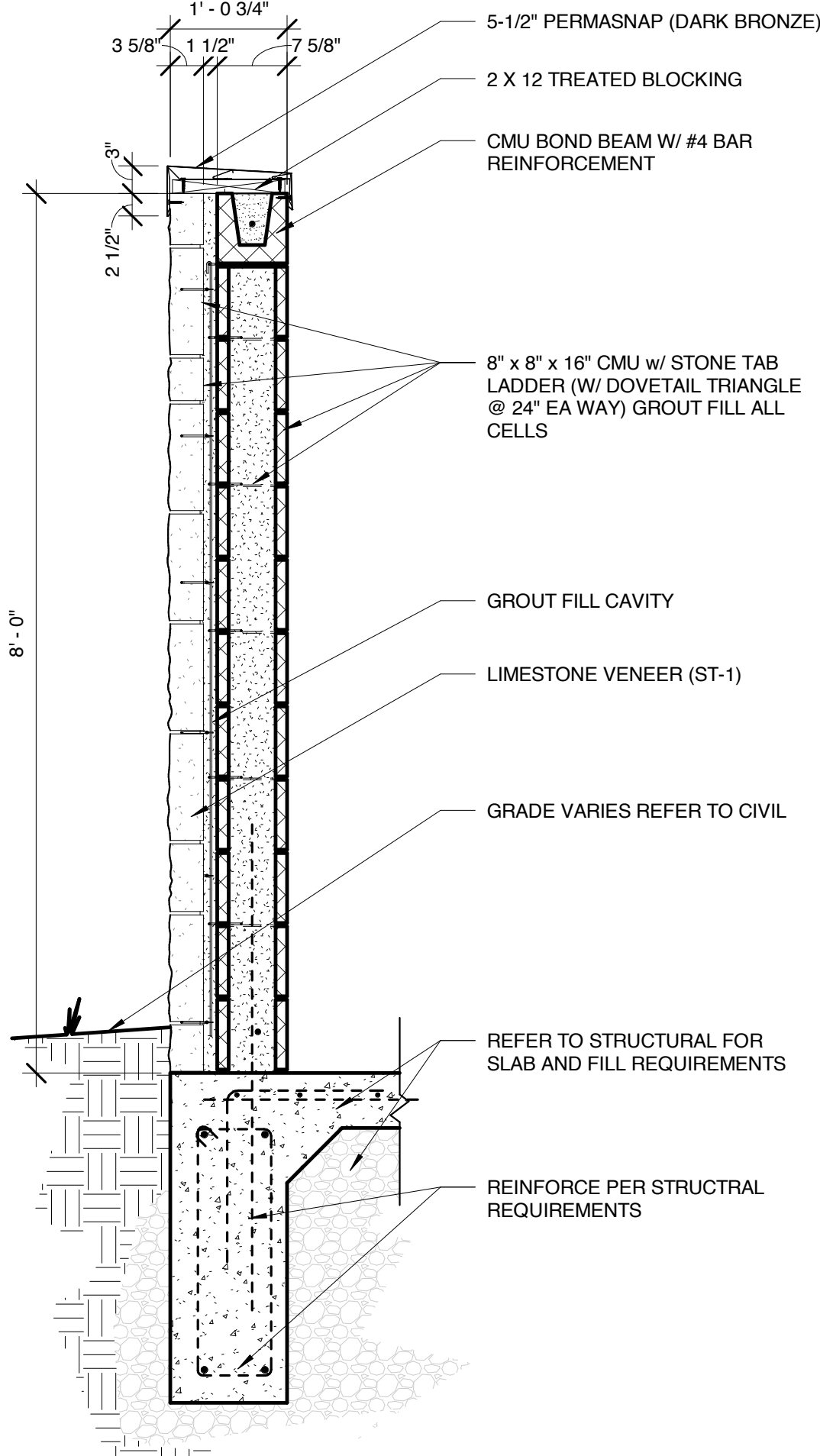
4 DUMPSTER - SOUTH ELEVATION  
1/4" = 1'-0"



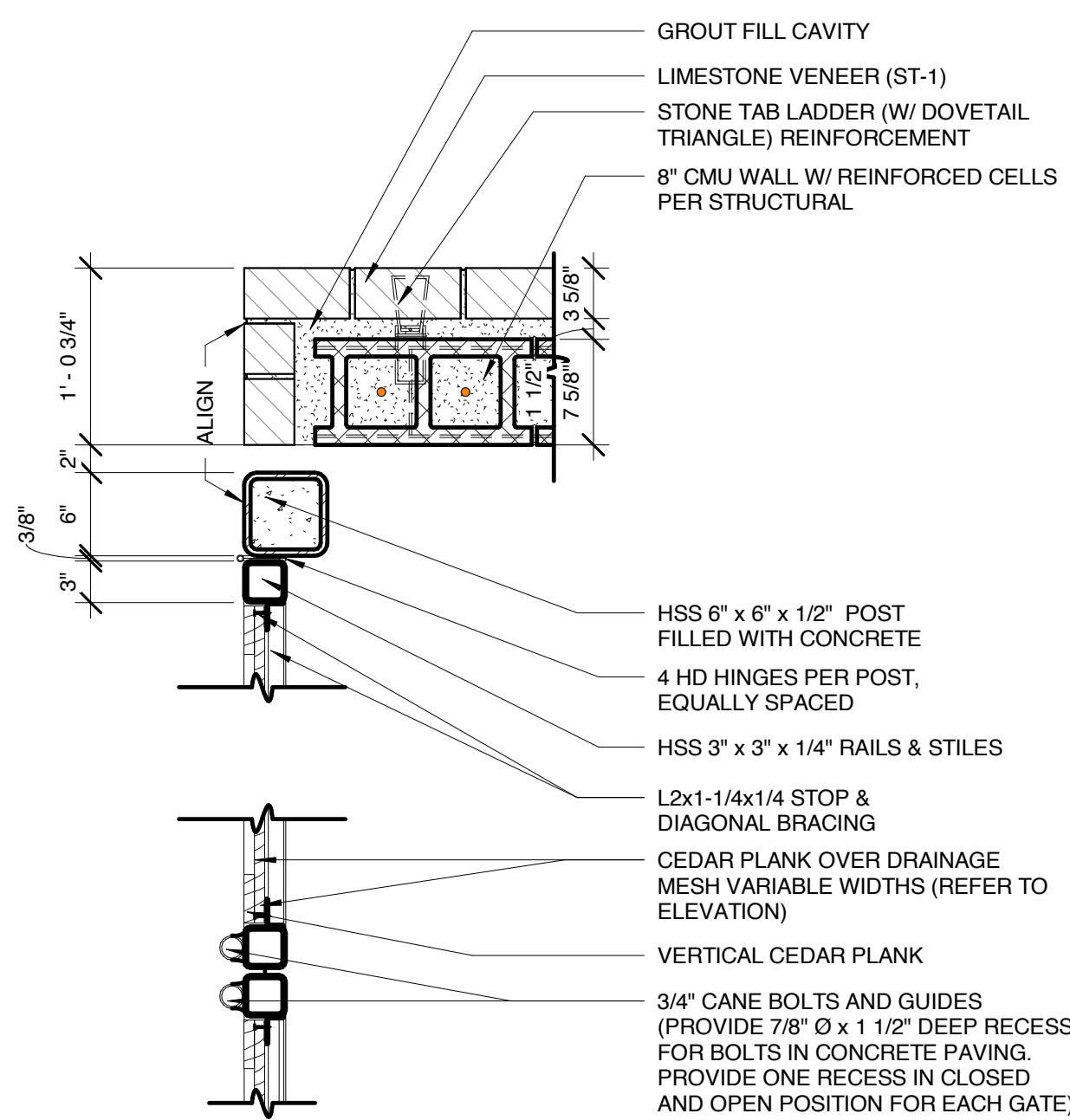
5 ADA SIGN DETAIL 1  
1" = 1'-0"



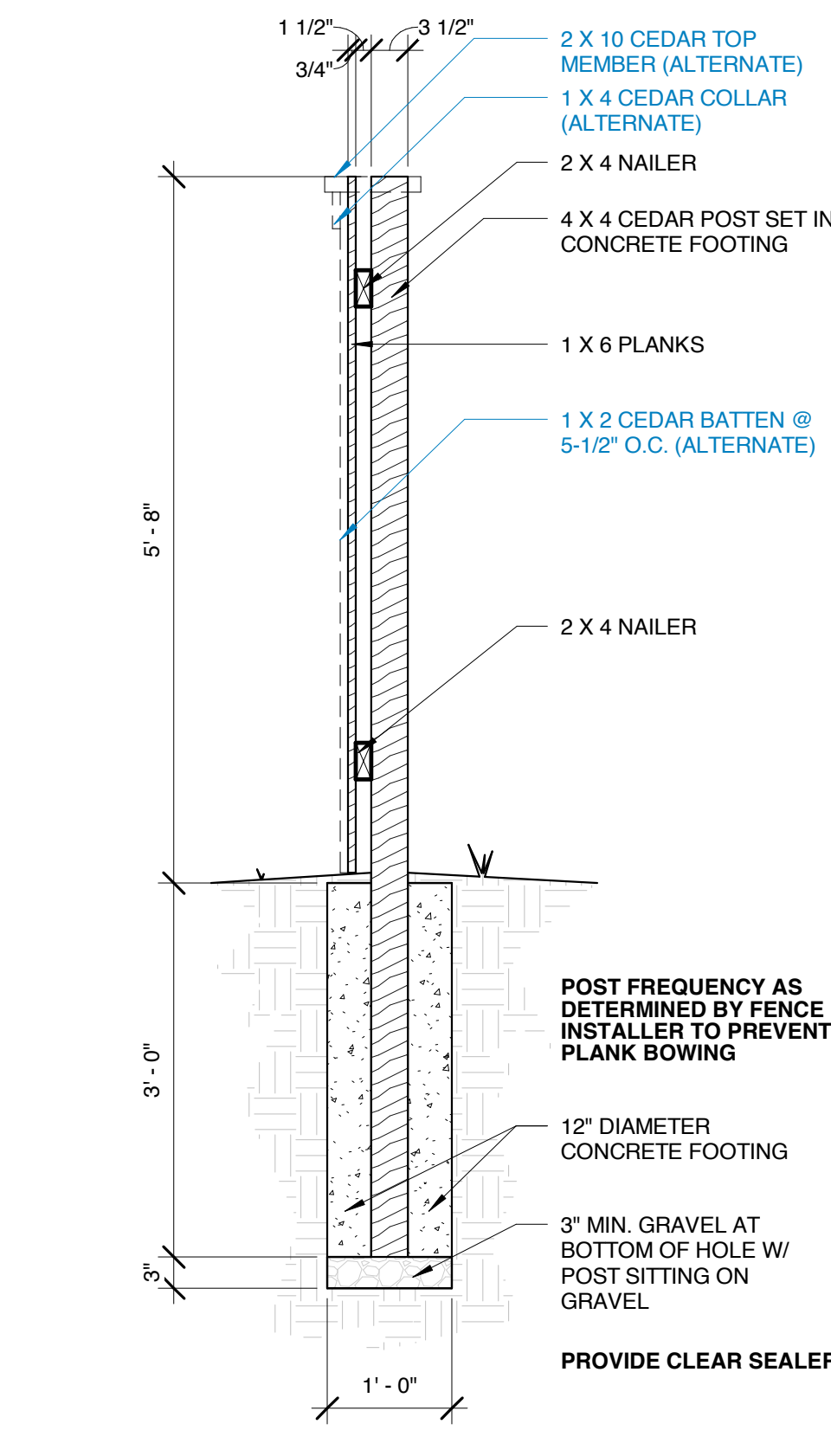
6 STONE WALL SECTION  
3/4" = 1'-0"



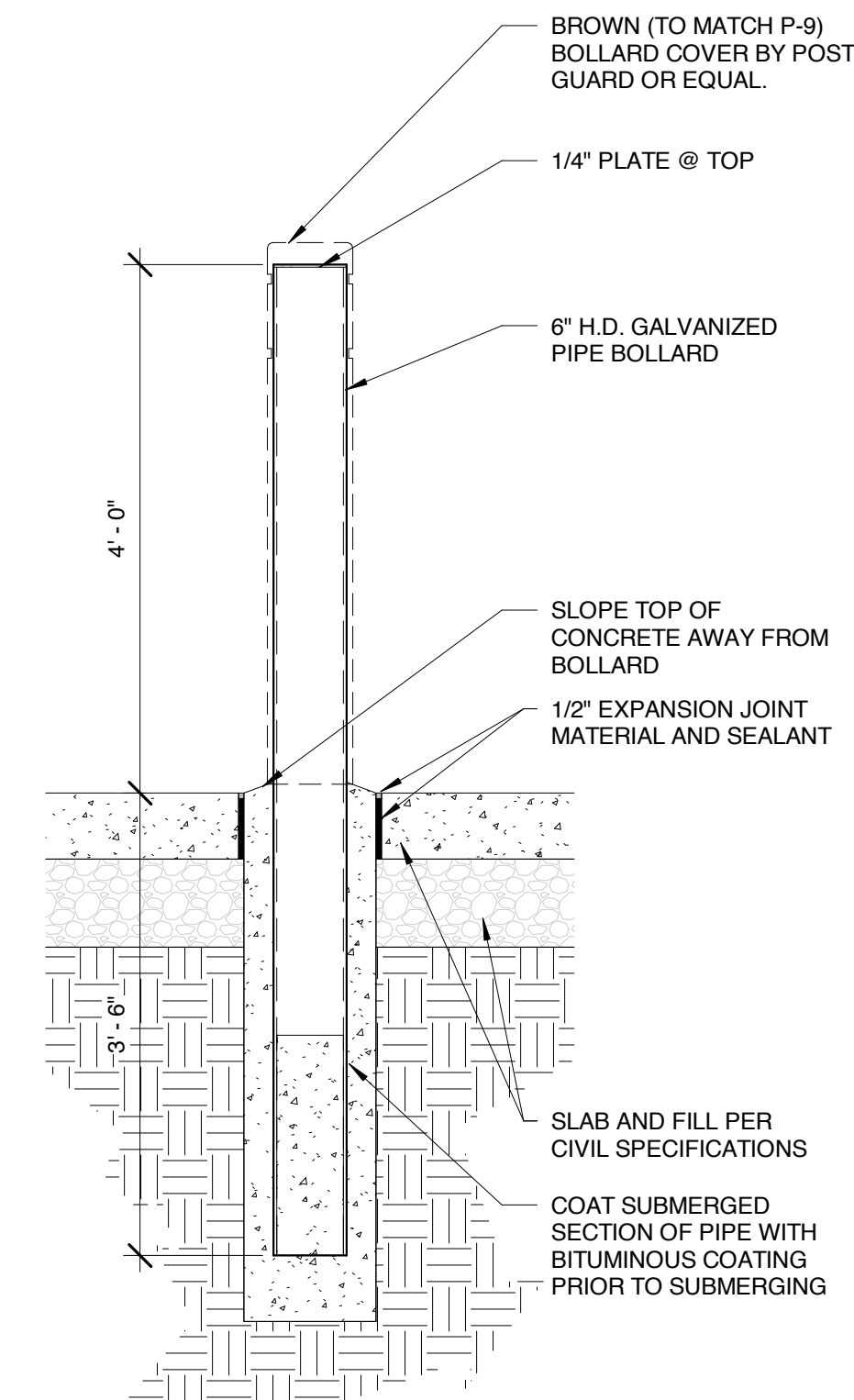
7 TRASH ENCLOSURE WALL SECTION  
3/4" = 1'-0"



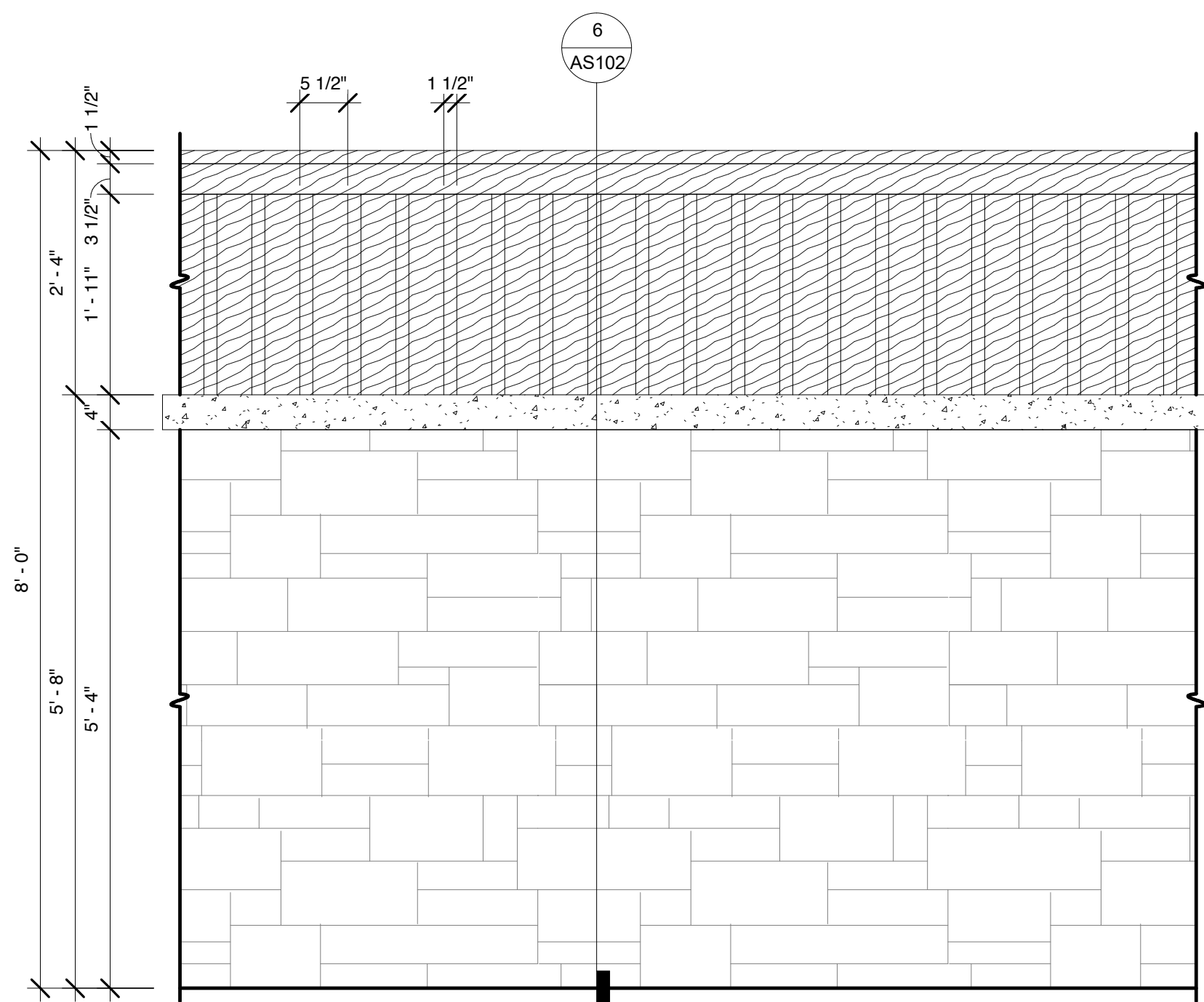
8 TRASH ENCLOSURE GATE DETAIL  
1" = 1'-0"



9 WOOD FENCE DETAIL  
3/4" = 1'-0"



10 BOLLARD SECTION  
3/4" = 1'-0"



11 WALL/FENCE DETAIL  
3/4" = 1'-0"

**ORDINANCE NO. 454**

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ADD KENNELS AND VETERINARIAN (INDOOR KENNELS) TO THE CONDITIONAL USES ALLOWED IN THE NEIGHBORHOOD SERVICES TRACT IDENTIFIED IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LOT 40A, BLOCK A, BELLA COLINAS COMMERCIAL SUBDIVISION AS RECORDED IN DOCUMENT NO. 201600051, OPRTC AND WHICH IS LOCATED AT 15839 WEST STATE HIGHWAY 71, BEE CAVE, TEXAS; PROVIDING FOR APPROVAL OF A CONCEPT PLAN DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CERTAIN CONDITIONS CONTAINED HEREIN AND ATTACHED HERETO AS EXHIBIT "B;" PROVIDING FOR APPROVAL OF ELEVATIONS ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, EFFECTIVE DATE AND PROPER NOTICE AND MEETING**

**WHEREAS**, the Property is subject to the provisions in the Masonwood Amended and Restated Development Agreement ("Development Agreement") adopted by the Bee Cave City Council on November 13, 2012, and is within the 'Neighborhood Services Tract' as designated within the Development Agreement concept plan; and

**WHEREAS**, an application has been submitted to add Kennels and Veterinarian (Indoor Kennels) as a Conditional Uses to the Neighborhood Services tract for the property located at 15839 West State Highway 71, Bee Cave, Texas, described as Lot 40A, Block A, Bella Colinas Commercial Subdivision (the "Property"); and

**WHEREAS**, use of the Property for a Kennel or Veterinarian (Indoor Kennels) is conditional in the Neighborhood Services zoning district; and

**WHEREAS**, the property owner has submitted a Concept Plan depicting the proposed uses of the Property as Kennel and Veterinarian (Indoor Kennels) and the terms and conditions of this Ordinance are sufficient to make this proposed use compatible with other Neighborhood Services uses under the Development Agreement and on adjacent property and the residential uses in the vicinity; and

**WHEREAS**, the notice as required by the City's Zoning Ordinance has been published in the official newspaper and given to adjacent property owners; and

**WHEREAS**, the Planning and Zoning Commission and the City Council has each conducted Public Hearings on the Application for a Conditional Use Permit wherein public comment was received and considered on the Application; and

**WHEREAS**, the City Council finds that the use of the Property as depicted in the Concept Plan, Exhibit "A", and in accordance with this Ordinance as Kennels and Veterinarian (Indoor Kennels) is an appropriate use for the Property.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS:**

**SECTION 1. Findings of Fact.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The City Council finds that the information submitted in the Application for a Conditional Use Permit submitted by Applicant meets the requirements of the City of Bee Cave Zoning Ordinance for the Property as required under the Development Agreement and depicted on the Concept Plan attached hereto and incorporated herein as Exhibit "A".

**SECTION 3. Uses.** A Conditional Use Permit is hereby granted, subject to the conditions listed in Section 5 herein described, to authorize Kennels and Veterinarian (Indoor Kennels) uses on the Property as depicted in Exhibit "A" and in conjunction with any other permitted uses authorized in the Development Agreement 'Neighborhood Services Tract'.

**SECTION 4. Concept Plan.** The Concept Plan attached hereto as Exhibit "A" depicting the Kennels and Veterinarian (Indoor Kennels) uses and Architectural Elevations, attached hereto as Exhibit "C", for buildings and other structures associated with the use of the Property as a Kennel with Veterinarian (Indoor Kennels) services together with all other uses and amenities depicted in the Concept Plan are all hereby approved contingent upon the property owner meeting the conditions contained within Section 5 and Exhibit "B".

**SECTION 5. Conditional Use Permit.** The City Council hereby approves a Conditional Use Permit to the property owner (hereinafter "Permittee") upon the following terms and conditions:

1. Permittee shall not commence development until it has secured all permits and approvals as required by the City of Bee Cave Ordinances.
2. The Conditional Use Permit authorizes additional development of the subject Property only as represented in the Permittee's application and only to the extent such development is depicted in the Concept Plan described in Exhibit "A," attached hereto, and only to the extent authorized herein. If portions of the development of the subject Property requested in the application are not approved

herein by the Council, or are not depicted in Exhibit "A", then that portion of Permittee's application is specifically denied.

3. Amendments to development for this Property in the future shall comply with City's Zoning Ordinance except as may be approved by this Conditional Use Permit or as same may be amended.
4. The Kennel and Veterinary (Indoor Kennel) component shall provide services to small animals (e.g., cats and dogs; no large animals) only.
5. No outdoor cages/kennels are permitted.
6. The Kennel (6,915 SF) will provide boarding services for small animals (e.g., cats and dogs; no large animals); therefore, employees will staff the facility 24-hours a day. However, hours of operation for the public, and use of the exterior play/exercise areas are limited to 7:00 AM to 7:00 PM.
7. Animals must always be accompanied by an employee when outdoors.

**SECTION 6.** Penalty. That any person, firm or corporation violating any of the provisions of this Ordinance or Chapter 32, Zoning, of the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Bee Cave, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day of any such violation shall be deemed to constitute a separate offense, in accordance with Section 1.01.009 of the City's Code of Ordinances.

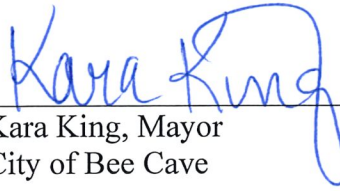
**SECTION 7.** Severability. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the City's Zoning Ordinance or Map as a whole.

**SECTION 8.** Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.


**SECTION 9.** Effective Date. This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:


  
Kara King, Mayor  
City of Bee Cave

ATTEST:

  
Kaylynn Holloway, City Secretary  
City of Bee Cave, Texas

[SEAL]

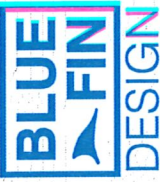
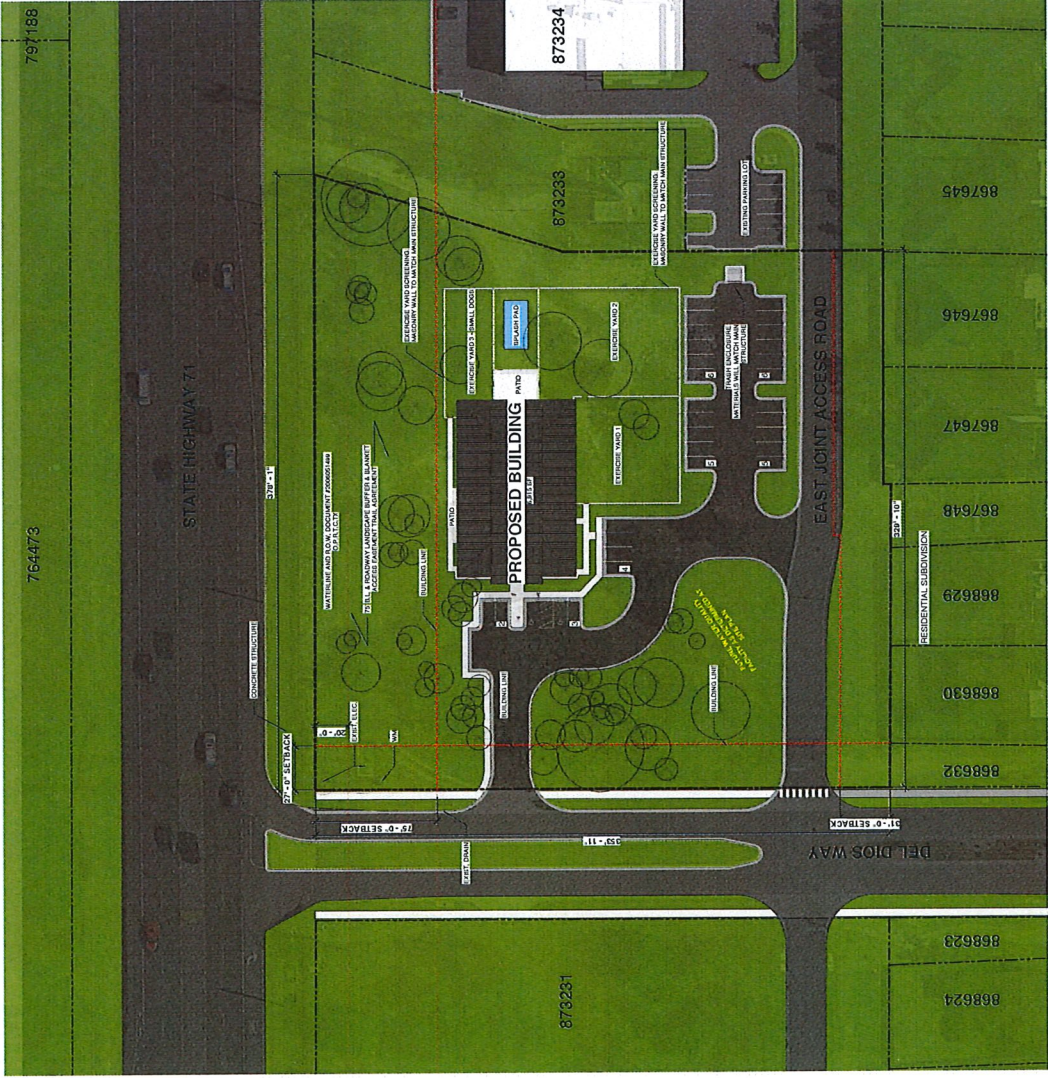
APPROVED AS TO FORM:

  
Charles E. Zech, City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.

C	NAME	OFF/PHONE	ADDRESS	APPROVAL	REMARKS	DATE
1	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
2	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
3	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
4	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
5	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
6	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
7	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
8	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
9	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
10	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
11	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
12	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
13	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
14	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
15	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
16	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
17	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
18	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
19	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	
20	WILSON, ALVIN, JR. LTD.		1500 W. STATE ST. #111, TX 76798	20150507 (PH)	Neighborhood Review	

IMPERVIOUS COVER	
SP	AC
BUILDINGS	8449
DRIVEWAY	3853
PAVING LOT	3853
TOTAL	29934

NOTE: IMPERVIOUS COVER IS SUBJECT TO THE APPROVED SITE PLAN. TOTAL IMPERVIOUS COVER SHALL BE 29,934 SQ. FT. (0.68 AC). TOTAL DOES NOT INCLUDE THE EXISTING JOINT ACCESS DRIVEWAY. IMPERVIOUS COVER, ANY DEVELOPMENT OR CONSTRUCTION SHALL BE APPROVED BY THE CITY OF AUSTIN, TEXAS. IMPERVIOUS COVER MUST BE APPROVED IN CONJUNCTION WITH A SITE PLAN APPROVAL.



W. STATE HWY 72, BEE CAVE, TEXAS 78738

# RILEY'S RANCH PET SPA

BELLA COLINAS

NOT FOR CONSTRUCTION

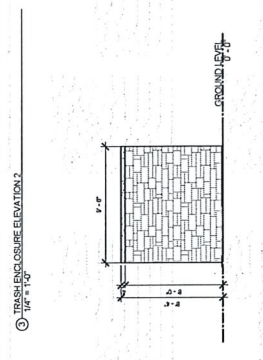
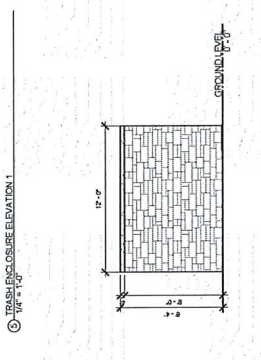
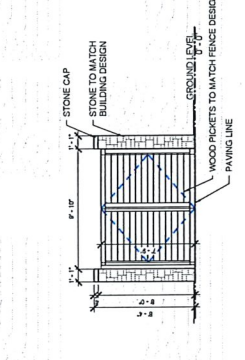
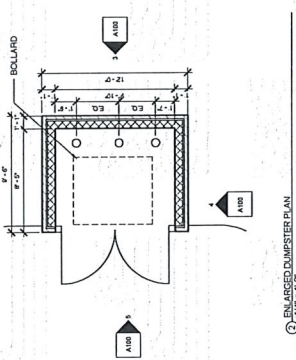
WARREN L INCE - #21539  
NOT FOR REGULATORY  
SUBMITTAL OR  
CONSTRUCTION

DATE	REVISIONS
1/1/2021	1.0

BLUE FIN DESIGN, LLC  
10000 W. STATE HWY 72, SUITE 100, BEE CAVE, TEXAS 78738  
361.242.1111  
www.bluefindesign.com

DATE: 1/1/2021  
DRAWN BY: JAN TEMPLETON

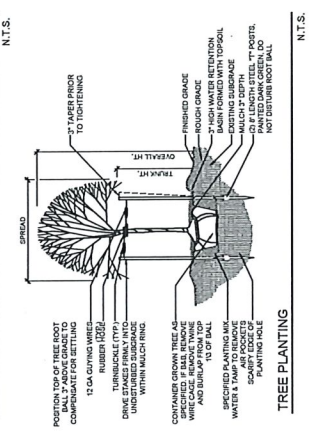
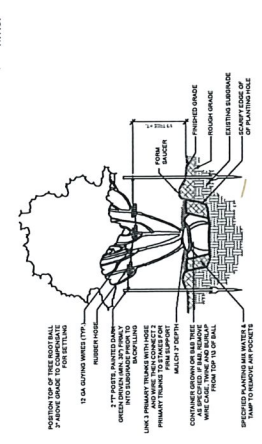
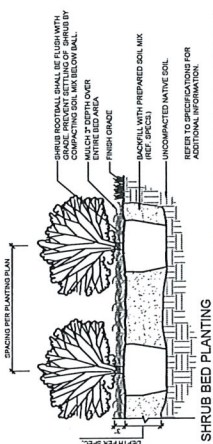
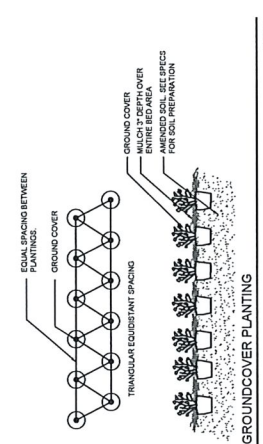
SITE PLAN  
DRAWING NUMBER  
**A100**  
SCALE: AS INDICATED



TREE MITIGATION CALCULATION TABLE							
S/N	TRNG	NUMBER	Cal. (Inches)	SPECIES	To be removed	To remain	DATA
					Cal. (Inches)	Cal. (Inches)	
	1	18	750251 NAIL 10" 8"	LIVE OAK	14	0	
	2	18	750252 NAIL 7" 8"	LIVE OAK	14	0	
	3	41	750253 NAIL 12" 8"	LIVE OAK	13	0	
	4	18	750254 NAIL 7" 8"	LIVE OAK	13	0	
	5	18	750255 NAIL 7" 8"	LIVE OAK	13	0	
	6	18	750256 NAIL 8" 7"	LIVE OAK	13	0	
	7	18	750257 NAIL 12" 8"	LIVE OAK	13	0	
	8	18	750258 NAIL 12" 8"	LIVE OAK	13	0	
	9	18	750259 NAIL 12" 8"	LIVE OAK	13	0	
	10	18	750260 NAIL 12" 8"	LIVE OAK	13	0	
	11	18	750261 NAIL 12" 8"	LIVE OAK	13	0	
	12	18	750262 NAIL 12" 8"	LIVE OAK	13	0	
	13	18	750263 NAIL 11" 11", 10" 5"	CEDEAR OAK	0	44	22
	14	18	750264 NAIL 11" 11", 10" 5"	CEDEAR OAK	0	44	22
	15	18	750265 NAIL 11" 11", 10" 5"	CEDEAR OAK	0	44	22
	16	18	750266 NAIL 11" 11", 10" 5"	CEDEAR OAK	0	44	22
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	99	18	750349 NAIL 11" 11", 10" 5"	CEDEAR OAK	0	44	22
	100	18	750350 NAIL 11" 11", 10" 5"	CEDEAR OAK	0	44	22
Total Inches per Column							440
							1342

**MAINTENANCE NOTES**

The owner, tenant and agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to, mowing, watering, fertilizing, pruning, weeding, mulching, and other maintenance as may be required to keep the landscaping in good condition. Landscaping areas shall be kept free of litter, trash, weeds, and other such material or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as a proportion of the season of the year. Landscaping shall be maintained in accordance with the following standards: (1) trees shall be maintained with a minimum diameter in excess of six inches (6") measured twenty-four (24) above the ground may be replaced with one of similar variety having a trunk diameter of less than three inches (3") measured twenty-four (24) above the ground; (2) shrubs shall be maintained in accordance with the following standards: (a) shrubs shall be maintained to indicate mature shrubs beyond the control of the owner or his or her agent.



## 1 PLANTING DETAILS



RILEY'S RANCH PET SPA  
LANDSCAPE COMPLIANCE PLAN  
WEST STATE HIGHWAY 71, BEE CAVE, TEXAS

LANDSCAPE PLAN

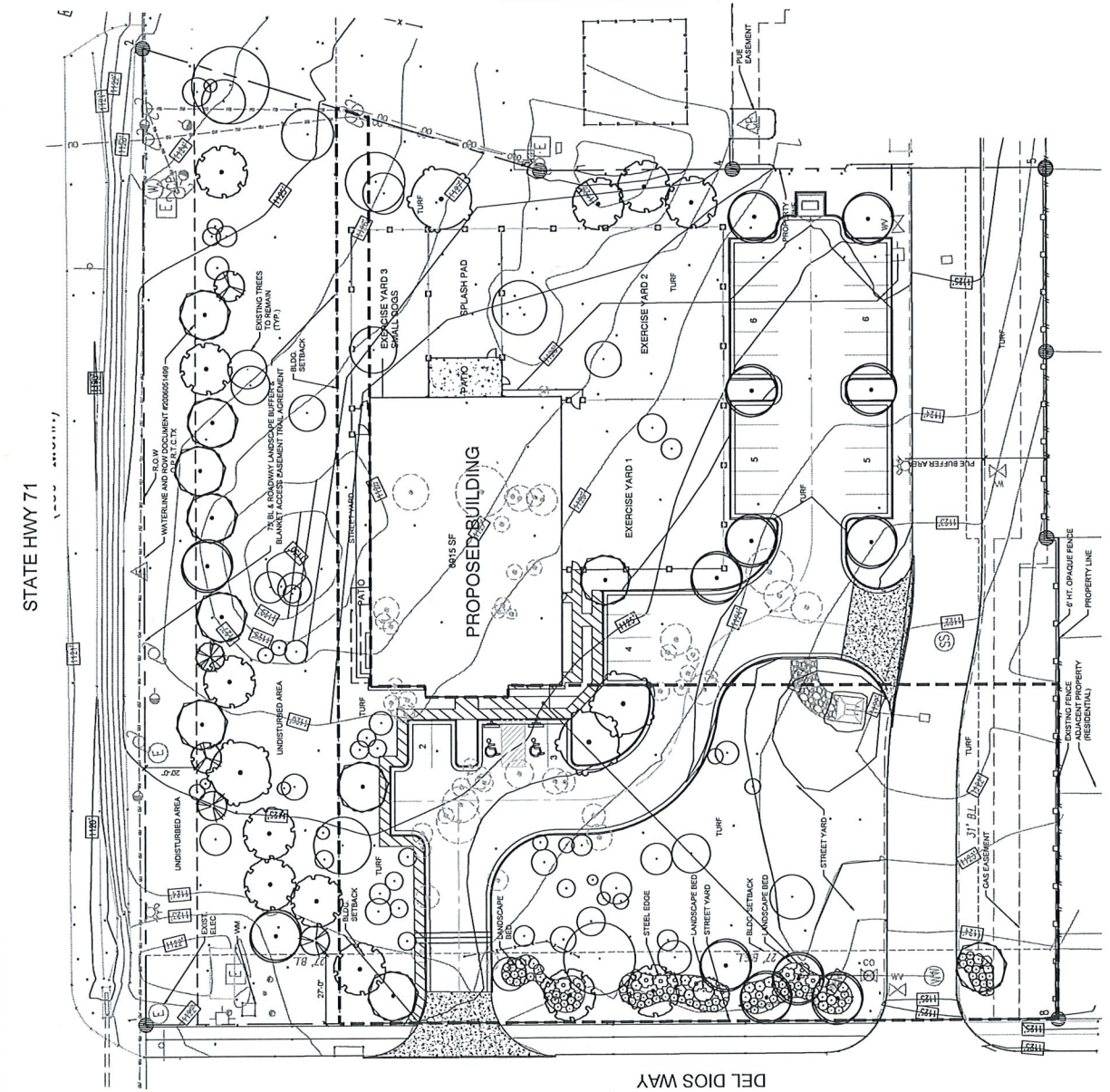
LP-2.0

SHEET 2 OF 2

PLANT SCHEDULE RILEY'S RANCH				
CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
Q1	4	Burr Oak / Quercus macrocarpa	45 gal	8" - 10"
Q2	12	Texas Red Oak / Quercus laevis	45 gal	2" Cal
Q3	10	Southern Live Oak / Quercus virginiana	65 gal	3" Cal
Q4	13	Cedar Elm / Ulmus crassifolia	45 gal	2" Cal
Q5	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q6	1	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q7	2	Texas Red / Carya candicans laevissima	45 gal	2" Cal
Q8	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q9	2	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q10	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q11	2	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q12	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q13	2	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q14	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q15	2	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q16	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q17	2	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q18	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal
Q19	2	Parasitaw Holly / Ilex coccinea	50 gal	2" Cal
Q20	2	Desert Willow / Chiosipia thornii	30 gal	2" Cal

DESCRIPTION	REQUIREMENT	LANDSCAPE REQUIRED	PROVIDED
1. STREETScape FRONTAGE ALONG HIGHWAY 71 37' 75' LANDSCAPE BUFFER	12 TREES (7" - 2" cal., 3" - 3" cal., 2" cal. & 8" HT. MIN. per 1" 3" cal. 8" - 11" cal. 11")	45 TREES	45 TREES, INCL. 25 EXISTING TREES (ALL 4" OR MORE)
2. STREETScape FRONTAGE TOWARDS DEL DIOS WAY = 54'	1 TREE (MIN. 4" Cal. 8" HT.) PER 30' = 12 TREES	12 TREES	12 TREES (INCL. 5 EXISTING TREES)
3. TOTAL PARKING LOT AREA = 14,100 SF	10 SHRUBS (5 gal) per 30' = 118 SHRUBS	118 SHRUBS	11 TREES 7 Cedar Elms @ 707 SF and 4 Oaks @ 1258 SF = 10,005 SF 77%
4. STREET YARD AREA = 38,915 SF	20% OF STREET YARD AREA TO BE LANDSCAPED = 7,783 SF MIN.	7,783 SF	26,850 SF
5. MINIMUM TREE REQUIREMENTS FOR STREET YARD	38,915 SF TOTAL STREET YARD AREA / 1 TREE PER 1,000 SF FOR FIRST 10,000, 1 TREE PER 2,500 SF FOR BALANCE OF STREET YARD	22 TREES	29 PRESERVED EXISTING TREES
6. SOUTH PROPERTY- RESIDENTIAL BUFFER STRIP 25' WIDE - 329.57'	6' HT. OPAQUE SCREEN	6' HT. OPAQUE FENCE	6' HT. OPAQUE FENCE
	TOTAL	84 TREES	86 PRESERVED TREES 105 TREES

PARKING SUMMARY		
USE	SO. FT.	REQUIRED
1. Retail - 1 space per 250 sq ft	507.2	3
2. Office - 1 space per 300 sq ft	110.0	1
3. Vehicle storage - 1 space per 300 sq ft	600	3
4. Per Boarding - 1 space per 300 sq ft	3096.5	14
Total Required Parking		21
Provided Parking		29
ADA Parking		2
Total Provided Parking		31



1 LANDSCAPE PLAN

SCALE: 1" = 20'-0"

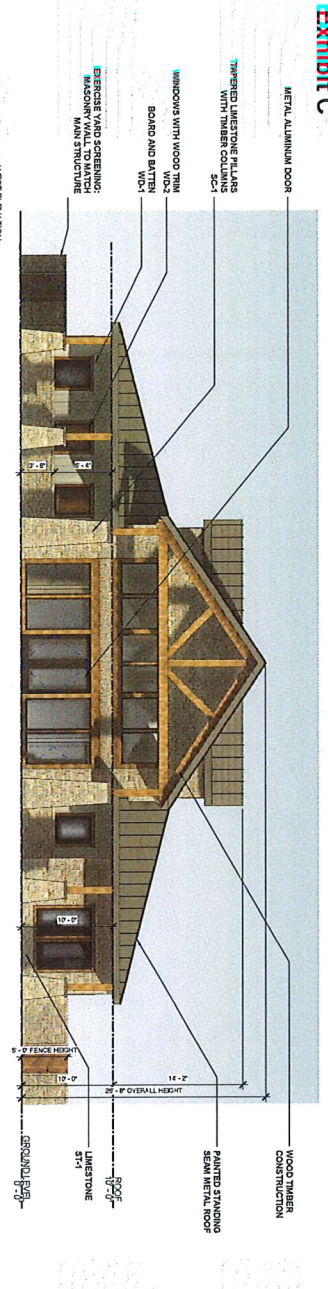
NORTH

## **EXHIBIT "B"**

### **CONDITIONAL USE PERMIT CONDITIONS**

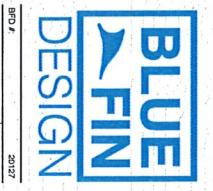
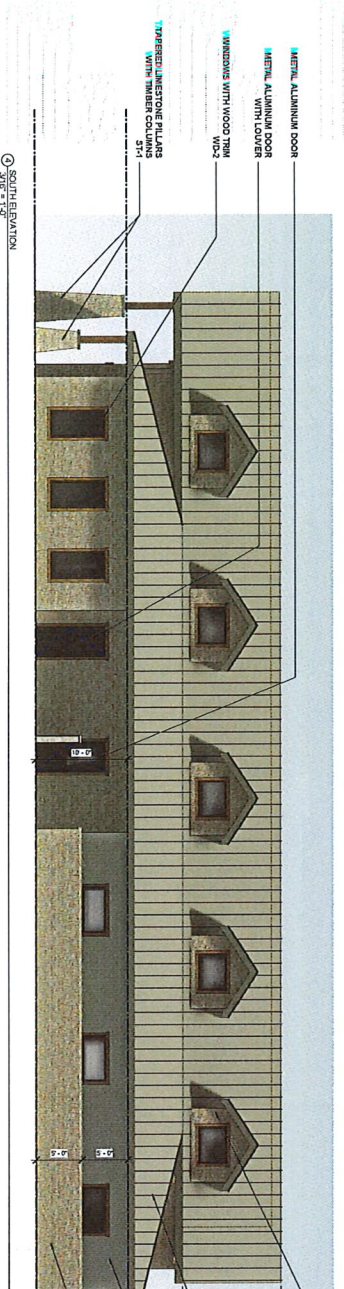
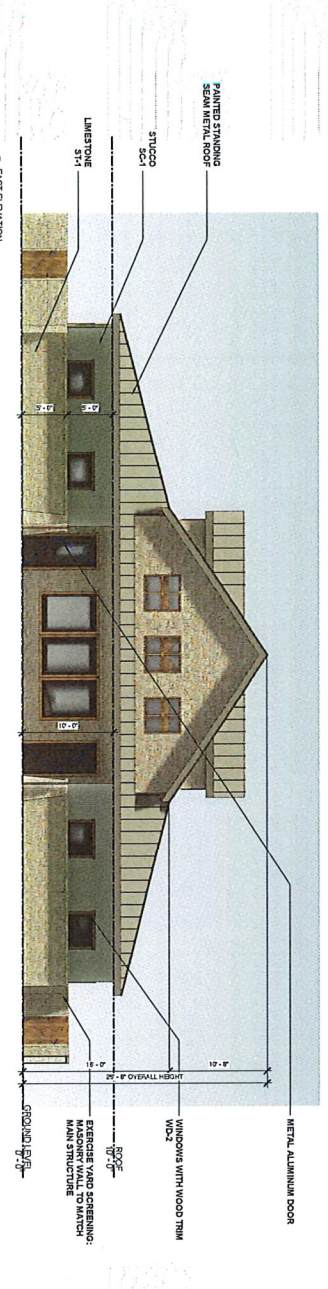
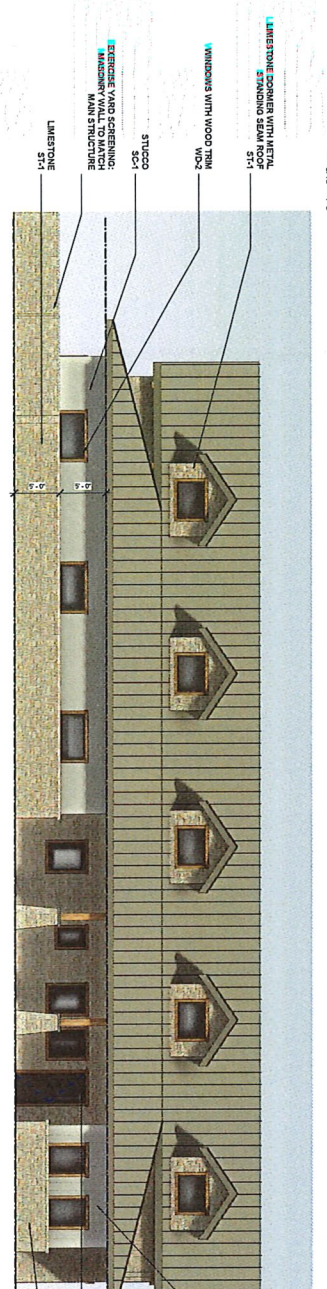
1. A Kennel and Veterinary (Indoor Kennel) establishment is authorized for development at the location identified in the Concept Plan attached as Exhibit "A" to this Ordinance. Development of the Kennel and Veterinary (Indoor Kennel) facility shall be consistent with development standards previously approved in the Masonwood Amended and Restated Development Agreement adopted by the Bee Cave City Council on November 13, 2012, except as same may be modified herein.
2. Off-street parking for the Kennel and Veterinary (Indoor Kennel) development shall be provided at a ratio of 1 space per 800 square feet of Kennel area, 1 space per 300 square feet of Veterinary area, 1 space per 200 square feet of retail area, and 1 space per 300 square feet of office area.
3. Owner of the property shall provide a blanket easement for trail and pedestrian access within the 75' landscape buffer required along West State Highway 71. This easement shall be reduced to 20' after construction of the trail at an agreed upon location that is acceptable to both the City of Bee Cave and the owner. The property owner will not be responsible for construction and maintenance of trail improvement. Recordation of the 'Blanket Access Easement Trail Agreement' shall be required prior to Site Plan approval.
4. Construction, including structural stormwater and water quality controls, is prohibited within the 75' landscape buffer adjacent to West State Highway 71.
5. Any aboveground facilities used for water quality management and nonpoint pollution control, including retention and detention ponds, shall be designed using natural stone materials. Additionally, any pond walls visible from adjacent streets, access easements, or parking areas shall be faced with natural stone.
6. Any changes or amendments to Water Quality/Detention/Drainage BMPs depicted in Exhibit "A" of the Ordinance may require an amendment of this Conditional Use Permit as determined by the City Engineer.
7. Per Article III, Section 3.02(b)(vi) of the 'Masonwood Amended and Restated Development Agreement,' cut and fill for development of the Property is limited to 10 ft. unless a variance is granted in conjunction with Site Plan approval.

8. The Architectural Elevations depicted in Exhibit “C” of this Ordinance are approved. If the Permittee amends the Architectural Elevations such alternative Elevations may be considered in conjunction with Site Plan approval and shall meet or exceed the City’s Exterior Building Design Standards of the City’s Code of Ordinances.
9. Per Article II, Section 2.01(v) of the ‘Masonwood Amended and Restated Development Agreement,’ the City’s landscaping requirements (Sec. 32.05.002), with the exception of Sec. 32.05.002(f)(2), shall apply to the subject development. However, the removal of any Protected Tree, Specimen Tree or Specimen tree stand from within the required 75’ landscape buffer adjacent to West State Highway 71 is prohibited. The Landscape and Tree Preservation Plan for the Kennel and Veterinary (Indoor Kennel) development shall be reviewed in conjunction with Site Plan approval.
10. Per “Exhibit B” of the Declaration of Restrictions (Doc. No. 2016031163 ORTC), the Property is authorized to construct impervious cover up to 1.80 acres. However, the Concept Plan approved as part of this Ordinance authorizes construction of 0.66 acres of impervious cover, in addition to the existing impervious cover (approximately .20 ac.) associated with the joint cross access drive. Any development or construction which would cause the property to exceed 0.86 acres of impervious cover must be approved in conjunction with a Site Plan approval.
11. The Kennel and Veterinary (Indoor Kennel) development will comply with the City lighting standards as required by the COBC Code of Ordinances.
12. Any signage for the Kennel and Veterinary (Indoor Kennel) development will comply with the City signage standards as required by the COBC Code of Ordinances.
13. The Exercise Yards for the Kennel and Veterinary (Indoor Kennel) shall be enclosed and screened by masonry walls as depicted in the Concept Plan (Exhibit “A”) and Elevations (Exhibit “B”) attached to this Ordinance.



**EXTERIOR FINISH MATERIAL CALCULATIONS:**

NO.	FINISH TYPE	QUANTITY	UNIT	PRICE	TOTAL
1	LIMESTONE	282.00	SF	\$8.00	\$2,256.00
2	WOOD TRIM	186.00	LF	\$8.00	\$1,488.00
3	BOARD AND BATTEN	186.00	LF	\$8.00	\$1,488.00
4	PAINTED STANDING SEAM METAL ROOF	186.00	SF	\$8.00	\$1,488.00
5	EXERCISE YARD SCREENING	186.00	SF	\$8.00	\$1,488.00
6	MAINTENANCE WALL TO MATCH MAIN STRUCTURE	186.00	SF	\$8.00	\$1,488.00
7	TAPERED LIMESTONE PILLARS WITH TIMBER CLAD	186.00	SF	\$8.00	\$1,488.00
8	WOOD TRIMMER CONSTRUCTION	186.00	SF	\$8.00	\$1,488.00
9	5'-0" FENCE HEIGHT	186.00	SF	\$8.00	\$1,488.00
10	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
11	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
12	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
13	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
14	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
15	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
16	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
17	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
18	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
19	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
20	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
21	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
22	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
23	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
24	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
25	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
26	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
27	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
28	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
29	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
30	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
31	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
32	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
33	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
34	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
35	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
36	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
37	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
38	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
39	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
40	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
41	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
42	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
43	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
44	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
45	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
46	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
47	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
48	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
49	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
50	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
51	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
52	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
53	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
54	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
55	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
56	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
57	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
58	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
59	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
60	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
61	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
62	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
63	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
64	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
65	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
66	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
67	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
68	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
69	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
70	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
71	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
72	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
73	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
74	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
75	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
76	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
77	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
78	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
79	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
80	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
81	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
82	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
83	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
84	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
85	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
86	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
87	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
88	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
89	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
90	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
91	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
92	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
93	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
94	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
95	12'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
96	6'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
97	3'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
98	1'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
99	0'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00
100	24'-0" OVERALL HEIGHT	186.00	SF	\$8.00	\$1,488.00



# BELLA COLINAS RILEY'S RANCH PET SPA

W. STATE HWY 72, BEE CAVE, TEXAS 78738

**NOT FOR CONSTRUCTION**  
WARREN L. MC - #1528  
NOT FOR REGULATION  
ARCHITECTURAL  
CONSTRUCTION

BLUE FIN DESIGN, LLC  
DO NOT SCALE DRAWING. Use given dimensions. If the  
drawing is to be used for construction, it must be  
checked and sealed by the architect and approved  
by the local building department.

DATE	REVISIONS
1/1	DESCRIPTION

**ELEVATIONS**  
DRAWING NUMBER  
**A102**  
SCALE: AS INDICATED

DATE	DESIGNER
2021.05.08	JAN TERRY, ETCH



***Planning and Zoning Commission Meeting  
4/18/2023  
Agenda Item Transmittal***

**Agenda Item:** 5.

**Agenda Title:** Discuss and consider action on a Replat of Lot 12, Block H, Lake Pointe, Phase 1B, located at 3402 Santee Drive, Bee Cave, Texas.

**Commission Action:** Discuss and Consider Action

**Department:** Planning and Development

**Staff Contact:** Amanda Padilla, Senior Planner

**1. INTRODUCTION/PURPOSE**

See attached transmittal letter.

**2. DESCRIPTION/JUSTIFICATION**

**a) Background**

See attached transmittal letter.

**b) Issues and Analysis**

See attached transmittal letter.

**3. FINANCIAL/BUDGET**

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

**4. TIMELINE CONSIDERATIONS**

**5. RECOMMENDATION**

Staff is recommending approval of the replat.

**ATTACHMENTS:**

Description	Type
-------------	------

❏	Lake Pointe Replat Transmittal Letter	Cover Memo
❏	Lake Pointe Lots 12A and 12B Replat	Backup Material
❏	Replat Technical Review Memo & Platting Checklist	Backup Material
❏	Lake Pointe Phase 1B Plat (1995)	Backup Material
❏	Lake Pointe Declaration of Covenants, Conditions, and Restrictions	Backup Material

***Planning & Zoning Commission***  
***April 18, 2023***  
***Agenda Item Transmittal***

**Agenda Title:** Discuss and consider action on a Replat of Lot 12, Block H, Lake Pointe, Phase 1B, located at 3402 Santee Drive, Bee Cave, Texas.

**Commission Action:** Discuss and Consider Action

**Department:** Planning & Development

**Staff Contact:** Amanda Padilla, Senior Planner

<b>1. INTRODUCTION/PURPOSE</b>
--------------------------------

Discuss and consider action on a Final Plat of Lots 12A and 12B, Block H Lake Pointe Subdivision, consisting of approximately 2.9283 acres of land on the north side of Bee Cave Road. The property was previously platted in 1995 as part of the Lake Pointe Phase 1B Subdivision. The lot is within the city's Extraterritorial Jurisdiction.

<b>2. DESCRIPTION/ JUSTIFICATION</b>
--------------------------------------

**a) Background**

The two lots proposed, Lot 12A and 12B, are part of Lake Pointe Phase 1B Subdivision in 1995. The subdivision is within Bee Cave's Extraterritorial Jurisdiction. The lots were originally platted in the 1995 subdivision plat as one (1) lot that was designated as a Municipal Utility District (M.U.D.) lot set aside for future utilities.

**b) Issues and Analysis**

Lot 12 currently has the WTCPUA wastewater treatment plant (WWTP), detention, and water quality facilities. The applicant, West Travis County Public Utility Agency, requested to replat Lot 12 in the Lake Pointe 1B Subdivision, a 2.9283 lot, into two lots 12a, 2.2563 acres, and 12b, 0.6720 acres. Both lots are being designated as M.U.D. lots. The detention and water quality facilities will be located on Lot 12 A and the WWTP facilities will be located on Lot 12 B. There are no additional improvements proposed with this subdivision.

No other changes are being made to the plat, other than the addition of the lot line to create two lots. All easements and plat notes on the original plat will remain.

Per the Unified Development Code, prior to submittal of a subdivision plat application a letter of certification shall be submitted and approved. The applicant received administrative approval for the Lake Pointe Replat, MPN # 22-761-LOC, on February 16, 2023.

### **3. TIMELINE CONSIDERATIONS**

In September 2019, House Bill 3167 went into effect. HB 3167 has several implications on the process for approving plats, among which is the requirement for the governing bodies responsible for approving plats to 1) approve; 2) approve with conditions; or 3) deny plats based on their conformance with applicable ordinances within 30 days from the date the plat was filed; this application was filed on March 24, 2023. If action is not taken by the Planning & Zoning Commission within 30 days, the plat is automatically approved. In the event the body approves with conditions or denies, it must "provide a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulate each specific condition of the conditional approval or reason for disapproval." Each condition or reason must 1) be directly related to the requirement under the State Statute 212 of the Local Government Code; 2) include a citation to the law, including a statement or municipal ordinance, that is the basis for the conditional approval or disapproval; and 3) may not be arbitrary.

### **4. RECOMMENDATION**

Staff recommends approval of the Final Plat of Lots 12A and 12B, Block H Lake Pointe, Phase 1B, being a replat of Lot 12, Block H, Lake Pointe, Phase 1 B book 95, pages 18 through 22 plat records, Travis County, Texas.

### **5. FILES**

#### **Attached:**

1. Final Plat of Lots 12A and 12B, Block H Lake Pointe, Phase 1B, being a replat of Lot 12, Block H, Lake Pointe, Phase 1 B book 95, pages 18 through 22 plat records, Travis County, Texas Subdivision Plat
2. Letter of Certification for Lake Pointe Replat, MPN# 22-761-LOC
3. Lake Pointe Declaration of Covenants, Conditions, and Restrictions

FINAL PLAT OF LOTS 12A AND 12B, BLOCK H, LAKE POINTE, PHASE 1B,  
BEING A REPLAT OF LOT 12, BLOCK H, LAKE POINTE, PHASE 1B,  
BOOK 95, PAGES 18 THROUGH 22, PLAT RECORDS, TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS )(

COUNTY OF TRAVIS )(

KNOW ALL MEN BY THESE PRESENTS,

THAT WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, ACTING HEREIN BY AND THROUGH JENNIFER RIECHERS, GENERAL MANAGER, OWNER OF 2.9283 ACRES OF LAND, DESCRIBED AS TRACT 1.B., RECORDED IN DOCUMENT No. 2019062232 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OUT OF THE FREDERICK SEIFERT SURVEY No. 656, ABSTRACT 757 AND THE JOSEPH ROHRMULLER SURVEY No. 642, ABSTRACT 687, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING ALL LOT 12, BLOCK H OF LAKE POINTE, PHASE 1-B, A SUBDIVISION RECORDED IN BOOK 95, PAGES 18 THROUGH 22 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, DESIRING TO REPLAT SAID LOT 12, BLOCK H TO CHANGE ONE LARGE LOT INTO 2 SMALLER LOTS, DO HEREBY SUBDIVIDE 2.9283 ACRES OF LAND TO BE KNOWN AS THE "FINAL PLAT OF LOTS 12A AND 12B, BLOCK H, LAKE POINTE, PHASE 1B, BEING A REPLAT OF LOT 12, BLOCK H, LAKE POINTE, PHASE 1B, BOOK 95, PAGES 18 THROUGH 22, PLAT RECORDS, TRAVIS COUNTY, TEXAS", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 7<sup>th</sup> DAY OF February, 2023 A.D.  
BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

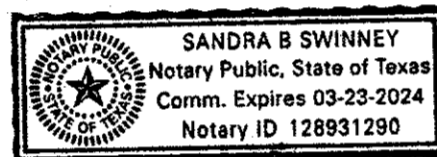
Jennifer Riechers  
JENNIFER RIECHERS, GENERAL MANAGER  
13215 BEE CAVE PARKWAY, BLDG. B, STE 110  
AUSTIN, TEXAS 78738

THE STATE OF TEXAS )(

COUNTY OF TRAVIS )(

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY DID PERSONALLY APPEAR JENNIFER RIECHERS, GENERAL MANAGER, WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED HE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Sandra B Swinney 2-7-2023  
NOTARY PUBLIC DATE  
IN AND FOR THE TRAVIS COUNTY, TEXAS



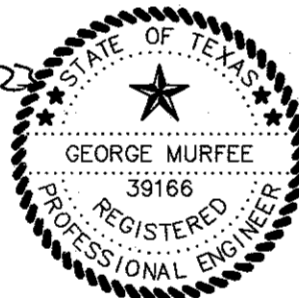
THE STATE OF TEXAS )(

COUNTY OF TRAVIS )(

KNOW ALL MEN BY THESE PRESENTS,

THAT I, GEORGE MURFEE, A LICENSED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND THAT IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS,

George Murfee 2-6-2023  
GEORGE MURFEE DATE  
REGISTERED PROFESSIONAL ENGINEER NO. 39166  
MURFEE ENGINEERING COMPANY  
1101 CAPITAL OF TEXAS HIGHWAY SOUTH  
BUILDING D, SUITE 110  
AUSTIN, TEXAS 78746



THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PART OF THE SUBJECT PROPERTY LIES WITHIN A FLOODPLAIN OR FLOOD PRONE AREA OR A FLOOD WAY OF ANY BODY OF WATER PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) RATE MAP, COMMUNITY F.I.R.M. MAP PREPARED FOR TRAVIS COUNTY.  
DATED EFFECTIVE SEPTEMBER 22, 2020, AS SHOWN ON COMMUNITY #48453CO490J.

George Murfee 2-6-2023  
GEORGE MURFEE DATE  
REGISTERED PROFESSIONAL ENGINEER NO. 39166  
MURFEE ENGINEERING COMPANY  
1101 CAPITAL OF TEXAS HIGHWAY SOUTH  
BUILDING D, SUITE 110  
AUSTIN, TEXAS 78746



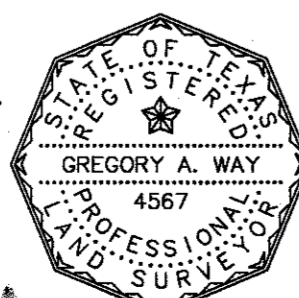
THE STATE OF TEXAS )(

COUNTY OF TRAVIS )(

KNOW ALL MEN BY THESE PRESENTS,

THAT I, GREGORY A. WAY, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE SURVEY MONUMENTS SHOWN HEREON WERE SET UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

Gregory A Way 12-07-22  
GREGORY A. WAY DATE  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 4567  
CAPITAL SURVEYING COMPANY  
925 CAPITAL OF TEXAS HIGHWAY SOUTH  
BUILDING B, SUITE 115, AUSTIN, TEXAS 78746



GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEE CAVE AND IS SUBJECT TO APPLICABLE CITY OF BEE CAVE ORDINANCES.
2. THIS SUBDIVISION IS LOCATED WITHIN THE LITTLE BARTON CREEK WATERSHED.
3. THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. ELECTRIC SERVICE WILL BE PROVIDED BY AUSTIN ENERGY.
5. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE LAND DEVELOPMENT CODE AND THE CITY OF BEE CAVE OAK WILT REGULATIONS.
6. THE OWNERS OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH AN EASEMENT AND/OR ACCESS REQUIRED IN ADDITION TO THOSE INDICATED, EXCLUSIVELY FOR THE INSTALLMENT AND ONGOING MAINTENANCE OF FACILITIES FOR IMPROVEMENTS TO THIS SUBDIVISION AND FOR NO OTHER PURPOSE. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRICAL SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE LAND DEVELOPMENT CODE.
7. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, RE-VEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
8. THE OWNER OF THE PROPERTY OR HIS/HER ASSIGNS IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) REGULATIONS, AUSTIN ENERGY RULES AND REGULATIONS AND STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICES UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
9. WATER AND WASTEWATER WILL BE PROVIDED BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY.
10. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC WATER AND WASTEWATER SYSTEM.
11. PUBLIC UTILITY EASEMENTS SHALL BE DEDICATED PER THIS PLAT. NO OTHER UTILITIES SHALL HAVE ACCESS TO THE P.U.E.'S WITHOUT SPECIFIC APPROVAL BY THE OWNER AND/OR THEIR ASSIGNS.
12. FROM DEVELOPED LANDS, THESE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OR ITS APPROVED ASSIGNS. THESE EASEMENTS MAY NOT BE AMENDED OR ALTERED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE CITY.
13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS/STORM SEWER EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF BEE CAVE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
14. SELLING A PORTION OF THIS LAND BY METES AND BOUNDS IS A VIOLATION OF THE CITY OF BEE CAVE ORDINANCES AND STATE LAW, AND IS SUBJECT TO FINES AND THE WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
15. NO CONVEYANCE OR SALES OF ANY PORTION OR LOT OF THIS PROPERTY MAY OCCUR UNTIL AFTER THE FINAL PLAT IS RECORDED WITH THE CLERK OF TRAVIS COUNTY, TEXAS.
16. FACILITIES FOR OFF-STREET LOADING AND UNLOADING SHALL BE PROVIDED FOR ALL NON-RESIDENTIAL SITES.
17. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BEE CAVE CODE OF ORDINANCES AND TRAVIS COUNTY DEVELOPMENT REGULATIONS.
18. THE APPROVAL BY THE BEE CAVE PLANNING AND ZONING COMMISSION OF THIS PLAT SHALL NOT, IN AND OF ITSELF, BE DEEMED TO CONSTITUTE OR IMPLY THE ACCEPTANCE BY THE CITY OF ANY STREET, PUBLIC AREA, EASEMENT OR PARK SHOWN ON THE PLAT.
19. NATURAL GAS SERVICE SHALL BE PROVIDED BY TEXAS GAS SERVICE.
20. TELEPHONE SERVICE SHALL BE PROVIDED BY AT&T AND TIME WARNER.
21. THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE FROM WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE TERMS SET FORTH IN THE MAY 24, 2000 UNITED STATES FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.
22. THIS PLAT COVERS A PORTION OF THE LAKE POINTE, PHASE 1B EVIDENCED IN BOOK 95, PAGES 18-22 PLAT RECORDS OF TRAVIS COUNTY.
23. THE PROPERTY OWNER IS RESPONSIBLE FOR ESTABLISHING EASEMENTS ACCORDING TO THE WATER/WASTEWATER PLANS ACCEPTED BY THE WEST TRAVIS COUNTY UTILITY AGENCY (WTC PUA).
24. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENT EXCEPT AS APPROVED BY THE CITY OF BEE CAVES OR TRAVIS COUNTY.
25. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER, ASSIGNS, OR MUNICIPAL UTILITY DISTRICT.
26. THE STATE LEGISLATURE HAS LIMITED THE AUTHORITY OF COUNTY GOVERNMENT TO REGULATE LAND USE IN THE UNINCORPORATED AREAS. AT THE TIME THIS PLAT WAS APPROVED, SECTION 232.101(b) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS COUNTIES, UNLESS OTHERWISE AUTHORIZED BY STATE LAW, FROM REGULATING THE USE OF ANY BUILDING OR PROPERTY FOR BUSINESS, INDUSTRIAL, RESIDENTIAL, OR OTHER PURPOSES; THE BULK, HEIGHT, OR NUMBER OF BUILDINGS CONSTRUCTED ON A PARTICULAR TRACT OF LAND; THE SIZE OF THE BUILDING THAT CAN BE CONSTRUCTED ON A PARTICULAR TRACT OF LAND; INCLUDING WITHOUT LIMITATION AND RESTRICTION ON THE RATIO OF BUILDING FLOOR SPACE TO THE LAND SQUARE FOOTAGE; AND THE NUMBER OF RESIDENTIAL UNITS THAT CAN BE BUILT PER ACRE OF LAND, UNLESS CONTAINED IN RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION, TRAVIS COUNTY MAY NOT, AT THE TIME THIS PLAT WAS APPROVED, RESTRICT OR PROHIBIT ADVERSE LAND USE ON OR IN THE VICINITY OF LOTS IN THIS SUBDIVISION.
27. THE WATER SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO SUPPLY THE FIRE FLOW AS REQUIRED BY ORDINANCE 2010-1 ENACTED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6. PLANS SHALL BE REVIEWED AND APPROVED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 FOR CONSTRUCTION OF THE SUBDIVISION IMPROVEMENTS AND SITE DEVELOPMENT OF ALL LOTS, EXCEPT SINGLE FAMILY.
28. IN APPROVING THIS PLAT, THE CITY OF BEE CAVE, TEXAS AND THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS ASSUMES NO OBLIGATION TO BUILD STREETS OR ROADS SHOWN ON THIS PLAT OR BUILD ANY BRIDGES, CULVERTS OR DRAINAGE STRUCTURES IN CONNECTION THEREWITH, OR PROVIDE ANY TRAFFIC CONTROL DEVICES OR SIGNS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS OR ROADS SHOWN ON THIS PLAT, AND ALL BRIDGES, CULVERTS, DRAINAGE STRUCTURES CONSTRUCTED OR IN PLACE IN SUCH STREETS OR ROADS OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF BEE CAVE, TEXAS.
29. THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED PUBLIC ROADWAY.
30. DRAINAGE AND WATER QUALITY EASEMENTS ARE FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THESE EASEMENTS ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS, AND LAKES. NO STRUCTURES OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENTS, OR WATER QUALITY CONTROL IMPROVEMENTS IN ACCORDANCE WITH THE NON-POINT SOURCE POLLUTION PERMIT FOR THE SUBDIVISION, OR MAINTENANCE TO THE AREAS IN ACCORDANCE WITH THE NON-POINT SOURCE POLLUTION CONTROL PERMIT FOR THE SUBDIVISION MAY BE PLACED OR PERFORMED WITHIN THESE EASEMENTS WITHOUT PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE CITY OF BEE CAVE. THESE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OR ITS APPROVED ASSIGNS IN ACCORDANCE WITH THE MAINTENANCE PLAN OF THE NON-POINT SOURCE POLLUTION CONTROL PERMIT APPLICABLE TO THE LOT. THESE EASEMENTS MAY NOT BE AMENDED OR ALTERED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE CITY.
31. THE ACCESS, UTILITY, WATER AND WASTEWATER EASEMENTS ARE FOR USE BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY TO PROVIDE SERVICE TO LOT 12B. THE ACCESS EASEMENT WILL BE MAINTAINED BY WTCPUA.
32. DEVELOPMENT OF THIS PROPERTY SHALL NOT COMMENCE UNTIL A NON-POINT SOURCE POLLUTION CONTROL PERMIT AS REQUIRED BY THE CITY OF BEE CAVE, TEXAS HAS BEEN ISSUED BY THE CITY OF BEE CAVE.
33. ALL PROPERTY HEREIN IS SUBJECT TO THE CITY OF BEE CAVE NON-POINT SOURCE POLLUTION PERMIT FOR THIS SUBDIVISION. SHOULD THE USE OF THIS PROPERTY CHANGE, ALTER, OR AMEND THE USE AS PERMITTED IN THE NON-POINT SOURCE POLLUTION CONTROL PERMIT, THEN AN AMENDED NON-SOURCE POLLUTION CONTROL PERMIT SHALL BE REQUIRED.
34. AN INTEGRATED PEST MANAGEMENT PLAN SHALL BE PROVIDED AT THE SITE AND NPS PLAN STAGE TO THE CITY OF BEE CAVE.
35. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BEE CAVE SIGN ORDINANCE.
36. THE DETENTION AND WATER QUALITY FACILITIES LOCATED IN LOT 12A, BLOCK H SHALL BE MAINTAINED BY THE WEST TRAVIS COUNTY M.U.D. No. 5 OR ITS ASSIGNS.
37. THIS SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN VOLUME 12474, PAGE 1631 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
38. THE OWNER OF THIS SUBDIVISION, AND HIS/HER SUCCESSORS AND ASSIGNS, ASSUME RESPONSIBILITY FOR THE PLANS FOR THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

GENERAL NOTES CONTINUED ON SHEET 2 OF 2.

PLANNING AND ZONING COMMISSION:

THIS REPLAT IS APPROVED BY THE CITY OF BEE CAVE OF FILING AT THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.  
APPROVED BY: PLANNING AND ZONING COMMISSION, CITY OF BEE CAVE, TEXAS.

CHAIRPERSON

DATE

ATTEST:

CITY SECRETARY

COMMISSIONER COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREET, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATION PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER (S) OF THE SUBDIVISION SHALL CONSTRUCT SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER (S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS

COUNTY OF TRAVIS

I, DYANA LIMON-MERCADO, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D., THE COMMISSIONER COURT OF TRAVIS COUNTY, TEXAS PASSED AND ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D.

DYANA LIMON-MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

BY: \_\_\_\_\_  
DEPUTY

STATE OF TEXAS

COUNTY OF TRAVIS

I, DYANA LIMON-MERCADO, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M IN DOCUMENT NO. \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 A.D.

DYANA LIMON-MERCADO, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

BY: \_\_\_\_\_  
DEPUTY

FINAL PLAT OF LOTS 12A AND 12B, BLOCK H,  
LAKE POINTE, PHASE 1B, BEING A REPLAT OF  
LOT 12, BLOCK H, LAKE POINTE, PHASE 1B,  
BOOK 95, PAGES 18 THROUGH 22, PLAT RECORDS,  
TRAVIS COUNTY, TEXAS

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4008		FIRM REGISTRATION No. 101267-0	
DRAWN BY:	WAL	SCALE: 1" = 100'	F.B.
JOB NO.:	22508.10	DATE: JANUARY 10, 2023	SHEET NO.:
DRAWING NO.:	22508P3	CRD #:	22508
			1 of 2

FINAL PLAT OF LOTS 12A AND 12B, BLOCK H, LAKE POINTE, PHASE 1B,  
BEING A REPLAT OF LOT 12, BLOCK H, LAKE POINTE, PHASE 1B,  
BOOK 95, PAGES 18 THROUGH 22, PLAT RECORDS, TRAVIS COUNTY, TEXAS

050100150200

1"=100'

LEGEND

O.P.R.T.C.

OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

T.C.P.R.

TRAVIS COUNTY PLAT RECORD

T.C.D.R.

TRAVIS COUNTY DEED RECORD

B.L.

BUILDING SETBACK LINE

D.E.

DRAINAGE EASEMENT

M.U.D.

MUNICIPAL UTILITY DISTRICT

P.U.E.

PUBLIC UTILITY EASEMENT

R.O.W.

RIGHT OF WAY

( )

RECORD INFORMATION

●

1/2" IRON ROD FOUND

○

UNLESS OTHERWISE NOTED

○

1/2" IRON ROD SET WITH PLASTIC CAP

△

MARKED "CAPITAL SURVEYING CO. INC."

△

60d NAIL FOUND

⊗

1/2" IRON ROD FOUND WITH PLASTIC CAP

⊗

MARKED "CAPITAL SURVEYING CO. INC."

▲

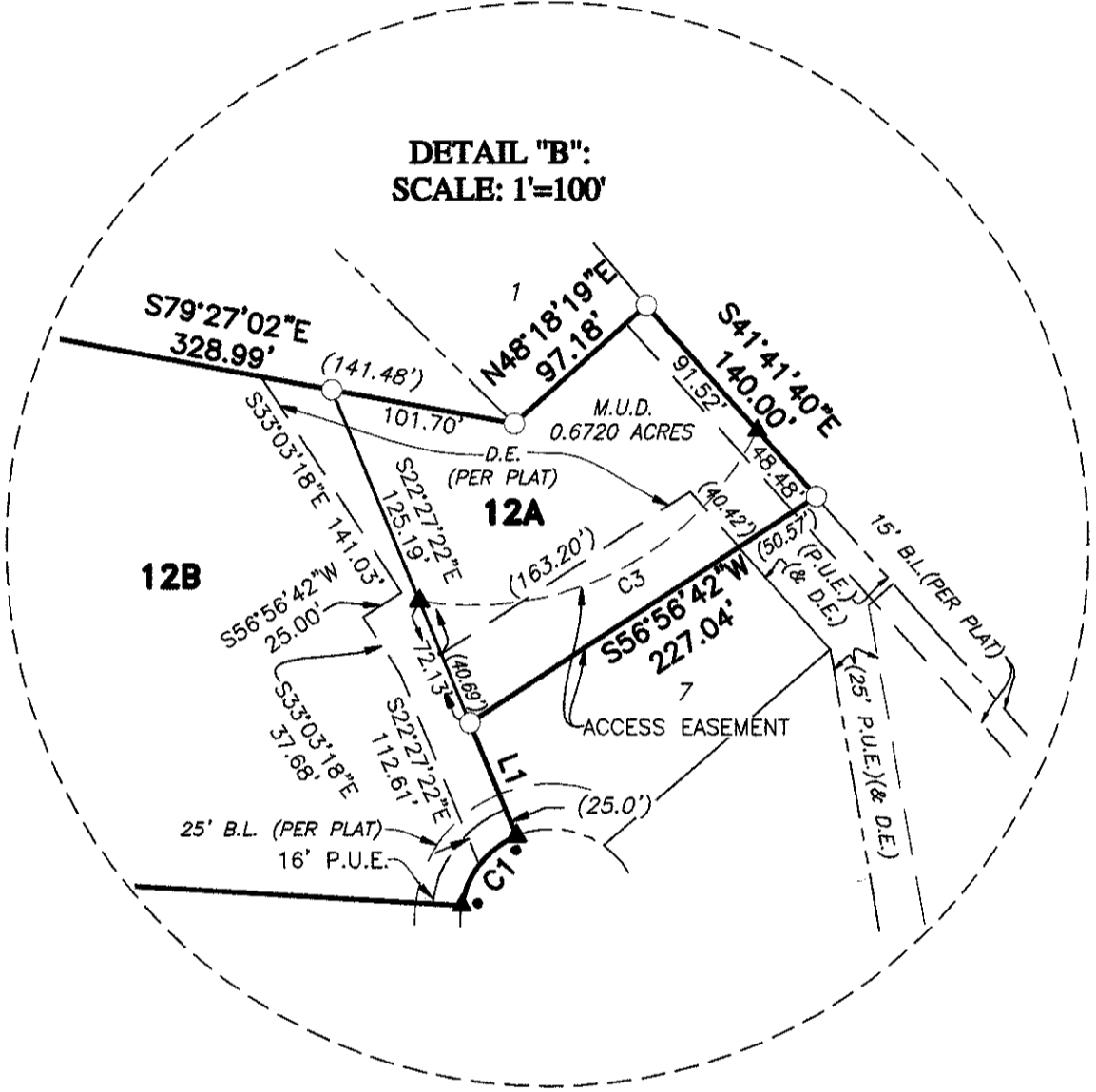
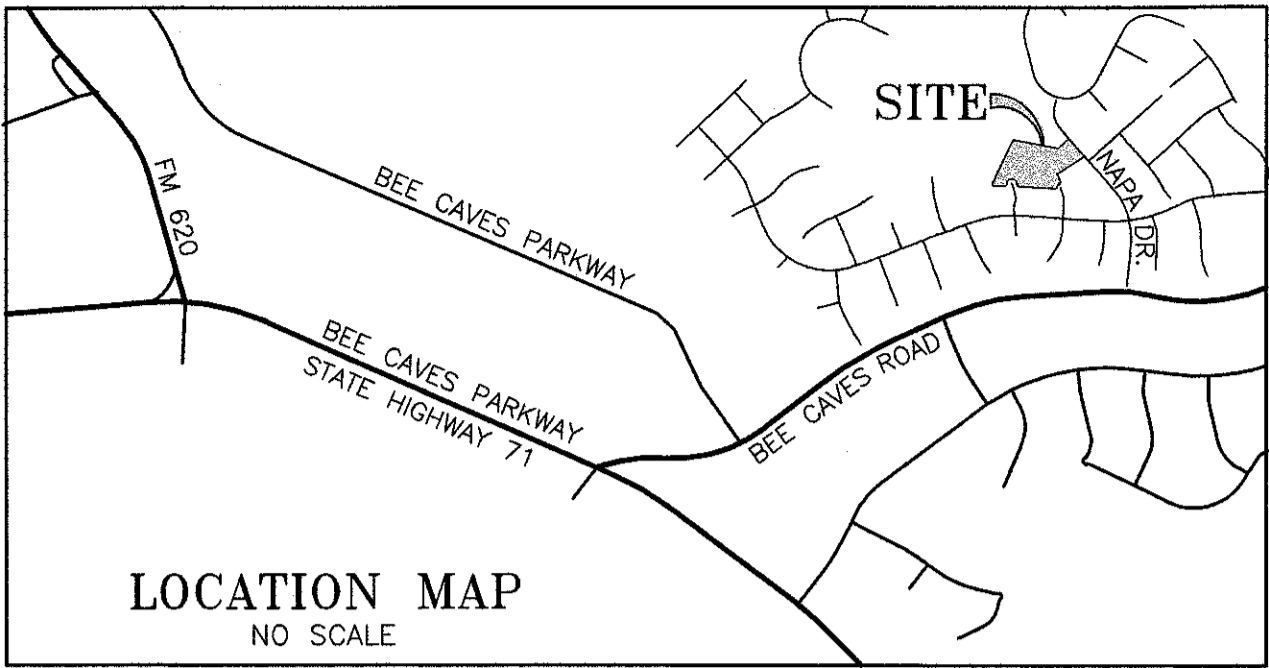
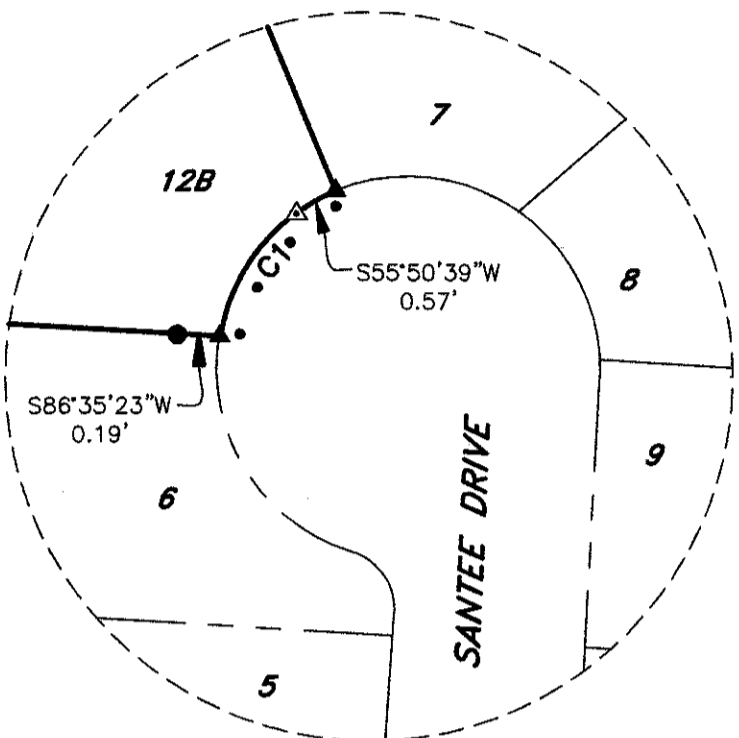
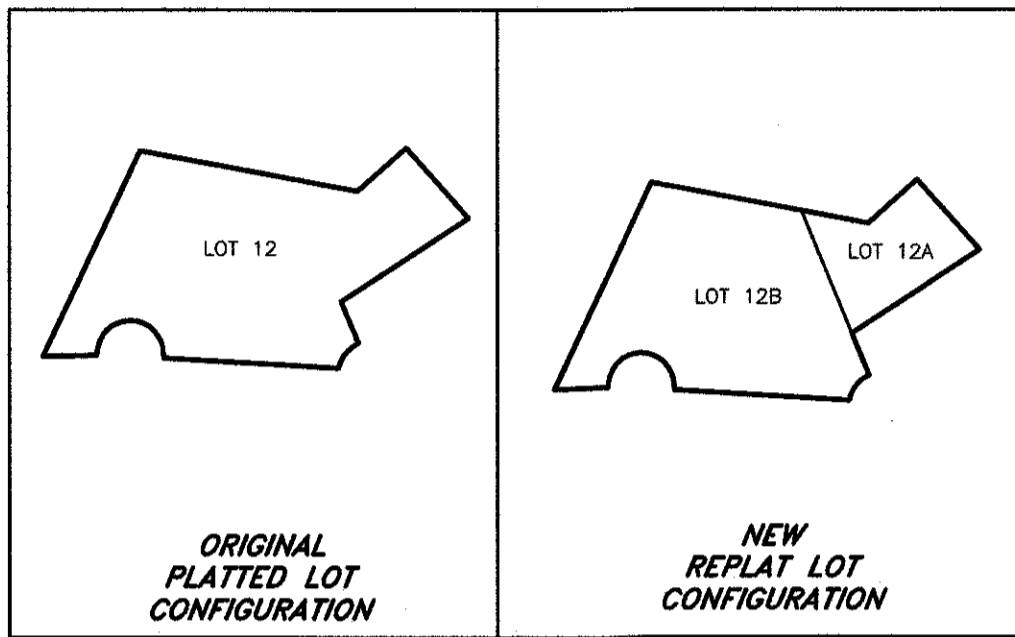
CALCULATED POINT

▲

SIDEWALKS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°27'22"E	67.18'
L2	N00°30'28"E	5.72'
L3	S88°01'59"W	79.58'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	57°53'23"	50.00'	50.52'	48.40'	S38°35'57"W
C2	182°28'28"	50.00'	159.24'	99.98'	S89°16'59"W
C3	72°49'38"	175.00'	222.44'	207.76'	N63°17'28"E
C4	52°58'50"	50.00'	46.23'	44.60'	S24°31'25"W



- GENERAL NOTES CONTINUED:
39. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION PURSUANT TO THE LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
40. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, OBTAIN AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORMWATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
41. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY DEVELOPMENT.
42. ALL LANDSCAPE IMPROVEMENTS, INCLUDING THOSE ALONG AND WITHIN THE ENTRY ROAD, NAPA DRIVE, WILL BE MAINTAINED BY THE M.U.D. OR ITS ASSIGNS.
43. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET AND NO CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
44. ALL STREETS SHALL BE IN ACCORDANCE WITH THE "STANDARDS OF CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS" CONTAINED IN MINUTE ORDER 8596, TRAVIS COUNTY COMMISSIONERS COURT, TRAVIS COUNTY, TEXAS.
45. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF CONCRETE SIDEWALKS ON BOTH SIDES OF THE STREETS ON ALL STREETS.
46. NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
47. AN ACTIVITY THAT MAY ADVERSELY AFFECT A TREE OF EIGHT INCHES OR MORE IN TRUNK DIAMETER (MEASURED AT FOUR FEET HEIGHT ABOVE THE GROUND) IN A RIGHT-OF-WAY ACCEPTED FOR MAINTENANCE BY TRAVIS COUNTY MUST COMPLY WITH ALL STANDARDS AND REQUIREMENTS IN THE TRAVIS COUNTY CODE.
48. THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS RECORDED IN VOLUME 12474, PAGE 1631, VOLUME 12926, PAGE 833, VOLUME 13346, PAGE 2240 AND VOLUME 12830, PAGE 705 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
49. AS REQUIRED BY THE VILLAGE OF BEE CAVE NON-POINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE 90.1, THIS PROPERTY IS SUBJECT TO AN NPS MAINTENANCE PLAN AS RECORDED IN THE TRAVIS COUNTY DEED RECORDS.

FINAL PLAT OF LOTS 12A AND 12B, BLOCK H,  
LAKE POINTE, PHASE 1B, BEING A REPLAT OF  
LOT 12, BLOCK H, LAKE POINTE, PHASE 1B,  
BOOK 95, PAGES 18 THROUGH 22, PLAT RECORDS,  
TRAVIS COUNTY, TEXAS

<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006		FIRM REGISTRATION No. 101267-0	
DRAWN BY:	WAL	SCALE:	1" = 100'
JOB NO.:	22508.10	DATE:	JANUARY 10, 2023
DRAWING NO.:	22508P3	CRD #:	22508
			SHEET NO.: 2 of 2

Block H - 2 Lots	
Lot	Acres
12-A	0.6720
12-B	2.2563
TOTAL	2.9283

# Memo



Date: **April 13, 2023**

To: **Ronee Gilbert, Murfee Engineering Company**

CC: Clint Garza, City Manager  
Lindsey Oskoui, Assistant City Manager  
Ryan Henry, City Attorney  
Megan Will, Director of Planning & Development  
Kevin Sawtelle, P.E., City Engineer  
Logan Maurer, Staff Engineer  
Sean Lapano, City Planner

From: Amanda Padilla, Senior Planner

Subject: **Lake Pointe - Replat**  
**Technical Review Comments**  
**MPN # 23-771-RP**

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The purpose of this memorandum is to provide **technical review comments** for the **Lake Pointe Replat** application (**MPN #23-771-RP**), deemed administratively complete on **March 20, 2023**. The plat received an approved Letter of Certification from the City on February 16, 2023.

The application (23-771-RP) has been determined to be administratively complete and the technical review is complete. Please see the table on pages 2-12 of this memo for staffs' technical review of the plat.

The replat application will be forwarded to the Planning and Zoning Commission for consideration at their regularly scheduled meeting on **April 18, 2023**.

Please contact city staff if you have any questions.

LETTER OF CERTIFICATION		Y/N/NA	Notes
Was a letter of Certification approved?		Y	
LOC MPN #			MPN# 22-761-LOC
Date of LOC approval			February 16, 2023
REQUIRED PLAT INFORMATION CHECKLIST		Y/N/NA	Notes
1	Plat must be in 18" x 24" format, oriented landscape, and have one sheet per page in the PDF. Plat must be submitted as a single PDF file.	Y	
2	Title of the Subdivision (on each page)	Y	
3	Title must include "Replat"	Y	
4	Page numbers (including sheet index on 1 <sup>st</sup> page if more than two pages)	Y	
5	Location Map to scale with cross streets for identification and north arrow	Y	
6	Engineer's preliminary review note (to be removed with final submittal): "For Review. This document is released for the purpose of review under the authority of (name of engineer & seal number) on (date). It is not to be used for bidding, permit or construction."	N	
7	Current field notes and description of Boundary Survey with bearings and distances sufficient to locate the exact area proposed for the subdivision	Y	
8	Table indicating square footage of lots including lot and block numbers (also list the total resident lots, open space lots, drainage lots, etc. as applicable)	Y	
9	Street Table including street classification type, street name, ROW dimension, pavement dimension, curb type, sidewalk dimension, and design speed		
10	<a href="#">Applicable plat notes (City standard plat notes)</a>	Y, Completed with 2/10/23 Submittal	Please ensure that the following original plat notes are included on the plat: 1. Note 21: AS REQUIRED BY THE VILLAGE OF BEE CAVE NON-POINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE 90.1, THIS PROPERTY IS SUBJECT TO AN NPS

			<p>MAINTENANCE PLAN AS RECORDED IN THE TRAVIS COUNTY DEED RECORDS.</p> <p>2. Note 19: THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF CONCRETE SIDEWALKS ON BOTH SIDES OF THE STREET ON ALL STREETS.</p>
11	Include the following information and signature blocks and certification <u>on the last page of the plat</u> :		
12	<ul style="list-style-type: none"> <li>• Preamble (aka Owner's Acknowledgement and Dedication) with owner(s) name(s) and title(s), acreage of area to be platted as described in Public Records, and proposed subdivision name exactly as in the title block</li> </ul>	Y	
13	<ul style="list-style-type: none"> <li>• Owner's Signature Block (one for each owner)</li> </ul>	Y	
14	<ul style="list-style-type: none"> <li>• Lien Holder's Signature Block (if applicable)</li> </ul>	NA	
15	<ul style="list-style-type: none"> <li>• Surveyor's Certification (original signature &amp; seal to be added at final approval)</li> </ul>	Y	
16	<ul style="list-style-type: none"> <li>• Engineer's Certification (original signature &amp; seal to be added at final approval)</li> </ul>	Y	
17	<ul style="list-style-type: none"> <li>• Planning &amp; Zoning Commission Approval Block</li> </ul>	Y	
19	<ul style="list-style-type: none"> <li>• Engineer statement and signature block. Required for all plats where new streets are being proposed or there is floodplain as per FEMA or other drainage easements required on or off site of the property</li> </ul>	NA	
20	<ul style="list-style-type: none"> <li>• Travis County On-Site Sewage Facilities Certification (properties to be served by septic only)</li> </ul>	NA	
21	<ul style="list-style-type: none"> <li>• Certificate of recording block for Travis County Clerk</li> </ul>	Y	
22	Title block with name of proposed subdivision, contact information for owners (s) and land planner, licensed engineer or RPLS, date of preparation and location of property according to abstract or survey records	Y	
23	North Arrow	Y	
24	Scale (1" = 100' unless otherwise approved by city)	Y	

25	Standard Legend	Y	
26	Point of beginning, labeled (also described in field notes)		
27	Plat boundaries identified in heavy, solid lines and dimensioned	Y	
28	Accurate reference ties via courses and distances to at least one recognized abstract or survey corner, or existing subdivision corner	Y	
29	All survey monuments, including any required concrete monuments	Y	
30	Lot and block lines	Y	
31	Dimensions of front, rear, and side lot lines	Y	
32	Acreage or square footage of each lot (provide note indicating size of smallest lot for residential subdivision)	Y	
33	Dimensions and names of all existing and proposed rights-of-way and easements within, intersecting or contiguous to the subdivision	Y	
34	Labels for proposed lots and blocks (lots shall use numerals; blocks shall use letters)	Y	
35	Surrounding Property boundary lines	Y	
36	Corporate/ other jurisdiction boundary lines	NA	
37	Name, location and recording information of all adjacent subdivisions or property owners of adjacent unplatted property; including those located on the other sides of roads or creeks, in sufficient detail to show accurately the existing streets, alleys, building setbacks, lot/block numbers & date recorded, and easements of record with recording information	Y	
38	Depiction of the 100-year floodplain (if applicable)	NA	
39	Streams and associated water quality buffer zones	NA	
40	Critical Environmental Features (CEFs) and associated buffer zones	NA	
41	All (existing and new) easements, including but not limited to drainage, utility, landscape, tree protection and access - dimension and label as to type, note any restriction on the plat	Y	
42	Applicable roadway buffers ( <b>see UDC Section 5.1.1B1</b> )	NA	
43	Minimum finished floor elevations of building foundations shall be shown for lots adjacent to a floodplain or within an area that may be susceptible to flooding	NA	

44	The length and bearing of all straight lines, radii, arc lengths, tangent lengths and central angles of all curves – may be placed in a table where appropriate	Y	
45	Clearly label all lots to be reserved or dedicated for parks, schools, playgrounds, other public uses or for private facilities and amenities, if applicable	Y	

TECHNICAL CODE COMPLIANCE CHECKLIST		Code Reference	Y/N/NA	Notes
#	2.1.5 Platting Process			
1	Did the application include a Phasing schedule that explains the Plan for development, dedication of rights-of-way, and street improvements (on or off site)? (If applicable)	2.1.5H	NA	
2	Is the land to be subdivided or developed served adequately by essential public facilities and services? No subdivision shall be approved unless and until adequate public facilities exist or provision has been made for water facilities, wastewater facilities, drainage facilities, electricity and street facilities which are necessary to serve the development proposed, whether or not such facilities are to be located within the property being platted or off-site.	2.1.2B.1	Y	
3	Are all required improvements designed and constructed in accordance with City standards? If not constructed enter fiscal amount?	2.1.4A.2	NA	No improvements planned
4	Do the subdivision and improvements allow the city to provide for the orderly and economical extension of public facilities and services?	2.1.4B.1	NA	No improvements planned

5	If provisions are necessary for drainage facilities on the unplatted future phases of the Development or Subdivision, then the Final Plat must include easement by separate instruments for off-site drainage and include appropriate notes and descriptions providing the City permission to access, and if requested by the City, maintain and improve the drainage system (see Article 7. Stormwater Management)? Has the applicant provided those documents?	2.1.5G	NA	No future phases, minor replat
<b>2.5.5 Lots</b>				
6	Do lots conform to the min requirements in the zoning district? All lots shall conform to the zoning requirements.	2.1.5E & 2.5.5A	NA	Within the ETJ
7	Does each lot abut a dedicated, improved street? If not, is the street platted as an approved private street subdivision?	2.5.5B & 2.5.9B.1	Y	
8	Are the lots emptying onto a highway, arterial, or collector street? If so, TIA may be required. Not permitted for single-family residential lots	2.5.5C	N	
9	Are all side lines of lots roughly right angles to straight street lines and radial to curved street lines?	2.5.5D	Y	
10	Do all lots meet the frontage requirements detailed in section 3.4.1?	2.5.5B	NA	Within the ETJ, zoning does not apply
11	Are there any through lots or reverse corner lots? (Prohibited unless essential to provide separation of residential development from traffic arteries or to overcome topography and orientation.)	2.5.5E.1	N	
12	If there are through lots, do they have the required front setback for both frontages?	2.5.5E.2	NA	
13	If there are through lots has a waiver application been submitted?	2.5.5E.3	NA	
14	If OSSF proposed, do lots meet minimum size required by OSSF Rules?	2.5.5F	NA	
15	Are there any flag lots? (PROHIBITED)	2.5.5E.4	N	
<b>2.5.6 Blocks</b>				
16	Are the block lengths within the subdivision compliant with section 2.5.6B?	2.5.6B	NA	No change to blocks
17	If there are blocks that don't meet min and max dimensions, has the applicant applied for a waiver?	2.5.6B.5	NA	

### 2.5.7 Property Owners Association

18	Does the subdivision contain 1 or more common areas or other improvements not intended for dedication to the city for public use? If so, has a property owners association been created?	2.5.7A	NA	Replat, Property Owners Association is already created.
19	Are the common areas shown on the final plat?	2.5.7B	NA	
20	Has the applicant submitted a property owners association agreement with the plat?	2.5.7B.2	NA	
21	Are the Conditions, Covenants and Restrictions referenced on the face of the plat?	2.5.7B.2	Y	
22	Does the Property Owners Association Agreement have the following:	2.5.7D	NA	
23	<ol style="list-style-type: none"> <li>1. Legally create an automatic membership, nonprofit Property Owners' Association;</li> <li>2. Place title to the Common Areas in the Property Owners' Association or give definite assurance that it automatically will be so placed within a reasonable and defined time;</li> <li>3. Appropriately limit the uses of the Common Areas;</li> <li>4. Give each lot owner the right to the use and enjoyment of the Common Areas;</li> <li>5. Place responsibility for operation and maintenance of the Common Areas or Property in with the Property Owners' Association;</li> <li>6. Provide for or place an association charge or assessment on each lot in a manner that will ensure sufficient Association funds to maintain the Common Area and facilities;</li> <li>7. Give each lot owner voting rights in the Association; and</li> <li>8. Identify the land area within the Association's jurisdiction including, but not limited to, the following: <ol style="list-style-type: none"> <li>(i) The property intended for transfer to the City, PUA, or other public agency;</li> </ol> </li> </ol>			

	(ii) All properties or divisions of property or buildings (such as townhomes or condos) intended for private ownership; (iii) The Common Areas to be transferred by the Developer, Builder, or Subdivider to the Property Owners' Association.			
24	Do the CCRs automatically make each lot owner a member?	2.5.7C.1	NA	
25	Do the CCRs require that each lot is automatically subject to a proportionate share of the expenses for the POA/HOA's activities (e.g. maintenance of open space, private streets, common rec facilities)?	2.5.7C.2	NA	
<b>2.5.8 Sidewalks</b>				
26	For public sidewalks constructed on private property (i.e., those that meander from the Public Right-of-Way by design or necessity) is a pedestrian access easement placed on the final plat?	2.5.8C.6	NA	

27	Is the property along Bee Cave Parkway, SH-71, FM 3238, RM 2244, and RM 620? If so, was a Path Easement dedicated within the Landscaped Buffer?	2.5.8B	N	
<b>2.5.9 Streets</b>				
28	Does the subdivision have access to a public street?	2.5.9B.1	NA	Both lots have access to internal local streets
29	Are all existing streets dedicated via plat instead of separate instrument?	2.5.9H.3(ii)(3)	Y	
30	Does the subdivision propose private streets? If so, do they comply with the following: <a href="#">Check Code for numerous other requirements.</a>		N	
31	<ul style="list-style-type: none"> <li>Not shown on the City's Thoroughfare Plan and will not serve as the primary route between 2 or more subdivisions or developments and an existing or future public street.</li> </ul>	2.5.9H.4(i)(1)	NA	
32	<ul style="list-style-type: none"> <li>The proposed street is built to city standards or with modifications approved by the City Engineer.</li> </ul>	2.5.9H.4(i)(2)	NA	
33	<ul style="list-style-type: none"> <li>The private street is dedicated on a Final Plat as a single and separate lot labeled as "Private Street" and deed is granted to a Property's Owners Association for ownership and maintenance.</li> </ul>	2.5.9H.4(i)(3)	NA	
<b>2.5.9G Alleys</b>				
34	Is the alley in a separate lot dedicated to and maintained by a Property Owners Association?	2.5.9G	NA	
<b>2.5.10 Access Management</b>				
35	Is an access easement provided for lots used, zoned, or planned for non-residential uses, mixed-uses, or multi-family uses?	2.5.10C.1	NA	In the ETJ
36	Does the common access easement state that the owner(s) of the property are required to maintain?	2.5.10C.2(iii)	NA	
37	Does the common access easement encompass the entire width of the planned driveway or 25 feet, whichever is greater, plus an additional width of 5 feet on both sides of the drive?	2.5.10C.2(iv)	NA	

<b>2.5.13 Easements, Dedications, and Restrictive Covenants</b>				
<b>38</b>	Are all easements listed in 2.5.13A provided on the final plat?	<b>2.5.13A.1</b>	NA	
<b>39</b>	Is the applicant requesting to provide an easement via separate instrument? If so, have we received the instrument document?	<b>2.5.13A.1</b>	N	
<b>40</b>	If a public utility easement is not placed adjacent to the public row, is the easement at least 16 ft wide or a width required by the utility?	<b>2.5.13B.1</b>	Y	
<b>41</b>	If easements are required for water and wastewater facilities, are they at least 20 ft wide or a width required by the utility?	<b>2.5.13B.2</b>	NA	
<b>42</b>	Are easements for utilities, for construction of utilities, service and maintenance provided within the front yard of lots that have frontage along state highways, and other arterials as identified on thoroughfare plan and at least 16ft wide?	<b>2.5.13B.4</b>	NA	
<b>43</b>	If an emergency access or fire lane is required, is it contained within an easement or separate lot maintained by the POA?	<b>2.5.13C.2</b>	NA	
<b>44</b>	Is the fire lane maintained by the property owner or property owners' association?	<b>2.5.13C.5</b>	NA	
<b>45</b>	Are easements for storm drainage facilities provided at locations containing existing or proposed drainage ways in accordance with Art 7 and the TCM?	<b>2.5.13F.1</b>	NA	
<b>46</b>	<ul style="list-style-type: none"> <li>easements must be centered over the drainage systems unless approved by the City Engineer</li> </ul>	<b>2.5.13F.2(i)</b>	NA	
<b>47</b>	Is there a watercourse/drainageway, channel, or stream? If so, is there a stormwater easement or drainageway ROW that conforms to the lines of such water course and a width to provide for increased drainage from anticipated future upstream developments, plus a minimum of 10 ft on each side?	<b>2.5.13F.5</b>	NA	
<b>48</b>	Are the drainage easements dedicated up to the full width necessary to accommodate the ultimate drainage facility (culvert, channel, etc.) to be constructed within the easement, including provisions for access ingress and egress by crews and equipment for maintenance purposes?	<b>2.5.13F.6</b>	NA	

49	Are easements provided for the water quality infrastructure provided?	2.5.13G	NA	
50	Are floodplain easements provided along natural drainage ways, lakes, and reservoirs?	2.5.13H.1	NA	
51	If there is a retaining wall, did the city engineer request an easement? If so, is that shown on the plat?	2.5.13I.1	NA	
<b>2.5.16 Miscellaneous</b>				
52	If there are utility easements outside of a PUE has the applicant provide verification of acceptance of the easement location and width from the public utility prior to final plat?	2.5.16A.3	NA	No new easements were created with the plat. Only existing easements
<b>5 Landscape and Screening Standards</b>				
53	Is a 75 ft landscape buffer provided for lots that abut BCP, FM 2244, SH 71, HPR, and FM 620?	5.1.1B.1(i) and Zoning Development Standards	NA	
54	For all uses in MU-N, MU-C, MU-TC, CR and P districts do they provide the required roadway buffers?	5.1.1B.1	NA	
55	For all uses in R-1, R-2, R-3, R-4 and R-5 districts do they provide the required roadway buffers?	5.1.1C.1	NA	
56	If a retaining wall is required is there a plat note stating that retaining walls shall be maintained by the owner of the property on which the wall is located? If the retaining wall crosses property lines, it shall be maintained by the POA and placed within an easement.	5.1.1D.4	NA	
57	Does the retaining wall straddle the property line? (Prohibited)	5.1.1D.4(iii)	NA	
58	Is a screening wall required per 5.1.2C.1 or is it required to provide screening for 2 or more lots? If so, it shall be placed within a separate lot or wall maintenance easement measuring at least 10' in width at the narrowest point.	5.1.2C.1(iii)	NA	
59	Is a note placed on the plat or within the POA agreement stating that maintenance of the screening wall will be conferred to the owner of the property or the HOA?	5.1.2C.1(iii)	NA	
<b>6.3 Parkland and Path Dedication</b>				
60	Are all improvements required per a Development Agreement, PDD, or otherwise agree upon in writing provided?	6.3.5D	NA	

61	If the City has determined that money shall be paid in lieu of park land dedication, then the payments shall be made with each phase in proportion to the size of the phase being platted. Is the applicant complying with this requirement?	2.1.5F.3	NA	
62	Is a path required based on the city's connectivity plan? If so, is there a public access easement provided?	6.3.7A.1	NA	
63	Is the public path easement calculated within the required parkland dedication?	6.3.7A.1 and 6.3.7A.2	NA	
<b>2.3.8 Replat</b>				
64	Is there reference to the previous Subdivision name and recording information?	2.3.8D.1	Y	
65	Does the plat have a detailed "Purpose for Replat" statement?	2.3.8D.2	Y	
66	Is there a visual map showing the area to be replated overlaid onto the full, previous plat of the entire subdivision?	2.3.8D.3	Y	There is a previous configuration located on the plat
67	<p>In addition to compliance with section 2.3.8 a Replat without vacation of the preceding plat, must conform to requirements in sec 212.015 of Local Government Code if the following applies:</p> <p>(i) During the preceding five (5) years, any of the area to be replated was limited by an interim or permanent zoning classification to R-1, R-2, or R-3 for residential use with no more than two (2) residential units per lot (see Section 3.1.7); or</p> <p>(ii) Any lot in the preceding Plat was limited by deed restrictions to residential use for not more than two (2) residential units per lot.</p> <p>Does the plat meet one of the above items listed? If the plat does meet an item above, they will be required to comply with sec 212.015 of the Local Government Code and section 2.3.8F.</p>	2.3.8F	N	


# LAKE POINTE PHASE 1B

Vol. 95 Page 18  
P.L. 7 RECORD, TRAVIS COUNTY, TEXAS

STATE OF TEXAS )  
COUNTY OF TRAVIS )

KNOW ALL MEN BY THE PRESENTS:

WE, BON TERRE-B, LTD., ACTING BY AND THROUGH WALTER J. HUMANN, PRESIDENT OF W.J.H. CORPORATION, GENERAL PARTNER OF BON TERRE-B, LTD., OWNERS OF THAT CERTAIN 54.9843 ACRE TRACT OF LAND (TRACT II) OUT OF THE JOSEPH ROHMULLER SURVEY No.642 AND THE FREDERICK SEIFERT SURVEY No.656, AS CONVEYED BY DEED RECORDED IN VOLUME 12410, PAGE 241 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 54.9843 ACRES OF LAND BEING 8.9375 ACRES OUT OF THE JOSEPH ROHMULLER SURVEY No. 642 AND 46.0468 ACRES OUT OF THE FREDERICK SEIFERT SURVEY No.656, IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS "LAKE POINTE, PHASE 1B", AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC, ALL STREETS AND EASEMENTS AS SHOWN HEREON.

  
WALTER J. HUMANN, RESIDENT  
W.J.H. CORPORATION, GENERAL PARTNER  
BON TERRE-B, LTD.  
1445 ROSS at FIELD, 54th FLOOR  
DALLAS, TEXAS 75202-2785

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WALTER J. HUMANN, KNOWN TO BE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF April, 1995, A.D.

  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS




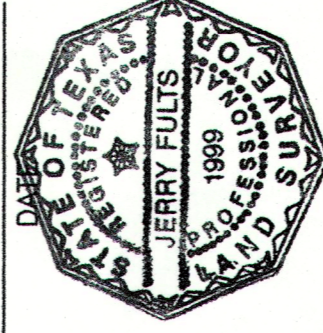
PRINTED NAME: \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_

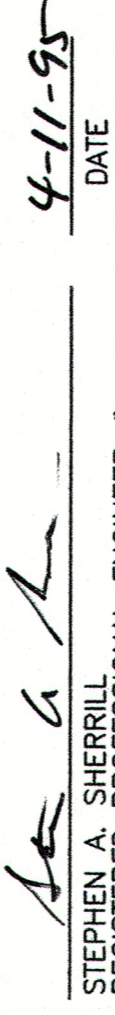
I, THE UNDERSIGNED, MAYOR OF THE VILLAGE OF BEE CAVE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS VILLAGE AND IS HEREBY AUTHORIZED AND APPROVED BY THE VILLAGE FOR RECORDING IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

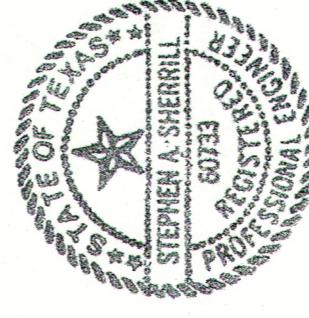
  
GENE BUTLER, MAYOR, VILLAGE OF BEE CAVE

I, JERRY FULTS, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS MAP OR PLAT COMPLIES WITH TITLE 13 OF THE AUSTIN CITY CODE OF 1984, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

  
JERRY FULTS  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 1999  
CAPITAL SURVEYING COMPANY  
1101 CAPITAL OF TEXAS HIGHWAY SOUTH  
BUILDING D, SUITE 110  
AUSTIN, TEXAS 78746



  
STEPHEN A. SHERRILL  
REGISTERED PROFESSIONAL ENGINEER  
NO. 60733  
CARTER & BURGESS  
1717 WEST 6th ST.  
SUITE 210  
AUSTIN, TEXAS 78703-4776



## GENERAL NOTES:

- ALL STREETS SHALL BE IN ACCORDANCE WITH THE "STANDARDS OF CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS" CONTAINED IN MINUTE ORDER 8596, TRAVIS COUNTY COMMISSIONERS COURT, TRAVIS COUNTY, TEXAS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER, ASSIGNS, OR MUNICIPAL UTILITY DISTRICT.
- FACILITIES FOR OFF-STREET LOADING AND UNLOADING SHALL BE PROVIDED FOR ALL NON-RESIDENTIAL SITES.
- DEVELOPMENT OF THE PROPERTY SHALL NOT BE STARTED UNTIL A NON-POINT SOURCE POLLUTION CONTROL PLAN (ORDINANCE No. 90.1) HAS BEEN APPROVED BY THE VILLAGE OF BEE CAVE.
- THIS PROPERTY HAS ACCESS TO AND FROM A DEDICATED PUBLIC ROADWAY.
- NO BUILDING OR DEVELOPMENT SHALL OCCUR ON ANY PORTION OF THIS SUBDIVISION THAT IS WITHIN THE CITY LIMITS OF THE VILLAGE OF BEE CAVE UNTIL A SITE PLAN HAS BEEN APPROVED BY THE VILLAGE OF BEE CAVE AND A BUILDING PERMIT ISSUED.
- NO DRIVEWAYS ONTO F.M. 2244 SHALL BE ALLOWED WITHOUT APPROVAL FROM THE TEXAS DEPARTMENT OF TRANSPORTATION. NO SINGLE FAMILY RESIDENTIAL LOTS SHALL HAVE DRIVEWAYS ONTO F.M. 2244.
- TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE VILLAGE OF BEE CAVE.
- FOR LOT 2 OF BLOCK H THE BUILDER SHALL INSTALL FENCING ALONG THE NORTH SIDE AND REAR LOT LINE CONSISTENT WITH THE RESTRICTIVE COVENANTS FILED FOR THIS SUBDIVISION. THE BUILDER SHALL INSTALL FENCING ALONG THE REAR LOT LINE OF LOT 1 OF BLOCK H AND LOTS 22, 23, 24, 13, 14, 15, 16, 17, 18, 19, 20 OF BLOCK H.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTIONS ARE MADE TO A PUBLIC WATER SYSTEM AND PUBLIC SEWER SYSTEM.
- M.U.D. LOT 11, BLOCK H WILL BE OWNED AND MAINTAINED BY WEST TRAVIS COUNTY MUD No.3 OR No.5.
- M.U.D. LOT 12, BLOCK H WILL BE OWNED AND MAINTAINED BY WEST TRAVIS COUNTY MUD No.5.

GENERAL NOTES CONTINUED ON SHEET 5 OF 5

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATION PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, AND THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. BE IT RESOLVED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS: THAT THE ACCEPTANCE FOR MAINTAINING BY TRAVIS COUNTY, TEXAS, OF THE ROADS OR STREETS IN REAL ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET MARKING SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION; BUT THAT ERECTING SIGNS FOR TRAFFIC CONTROL, SUCH AS SPEED LIMITS AND STOP AND YIELD SIGNS, SHALL REMAIN THE RESPONSIBILITY OF THE COUNTY.

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 2nd DAY OF May, 1995, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT, IN BOOK 96-1, PAGE(S) 57.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 3rd DAY OF May, 1995, A.D.

DANA DEBEAUVOIR, CLERK, COUNTY COURT  
TRAVIS COUNTY, TEXAS



  
DEPUTY

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 5th DAY OF May, 1995, A.D. AT 4:00 O'CLOCK P.M. AND DULY RECORDED ON THE 5th DAY OF May, 1995, A.D. AT 4:00 P.M. PLAT RECORDS OF SAID COUNTY AND STATE IN PLAT BOOK 95, PAGE(S) 57.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 5th DAY OF May, 1995, A.D.

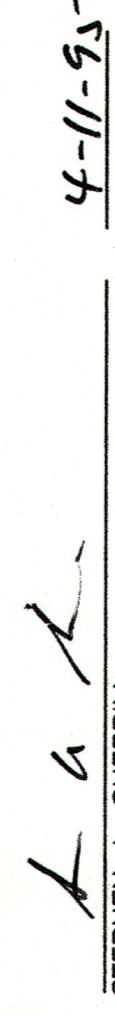
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

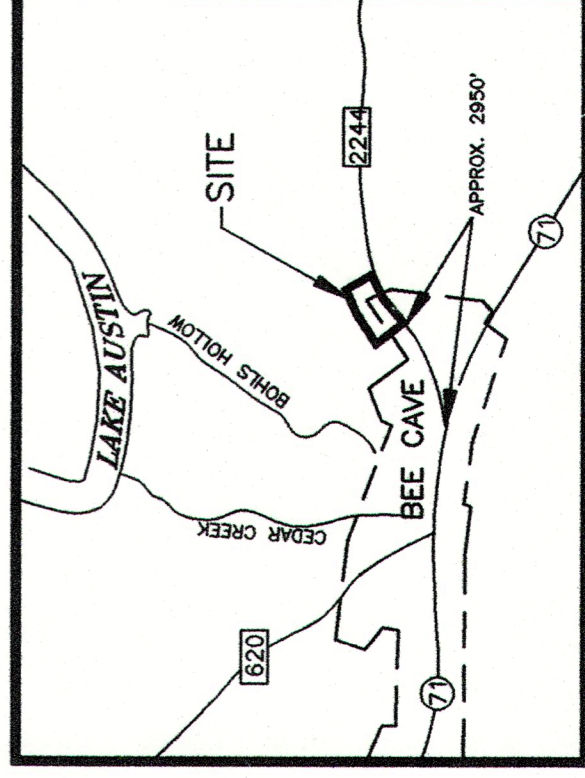
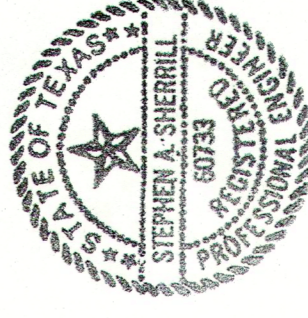


  
DEPUTY

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE VILLAGE OF BEE CAVE, TEXAS. I FURTHER CERTIFY THAT THE 100 YEAR FLOODPLAIN, IF ANY, SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL #48453CO290E AND 48453CO295E DATE JUNE 13, 1993, FOR TRAVIS COUNTY AND INCORPORATED AREAS.

  
STEPHEN A. SHERRILL  
REGISTERED PROFESSIONAL ENGINEER NO. 60733  
CARTER & BURGESS  
1717 WEST 6th ST.  
SUITE 210  
AUSTIN, TEXAS 78703-4776



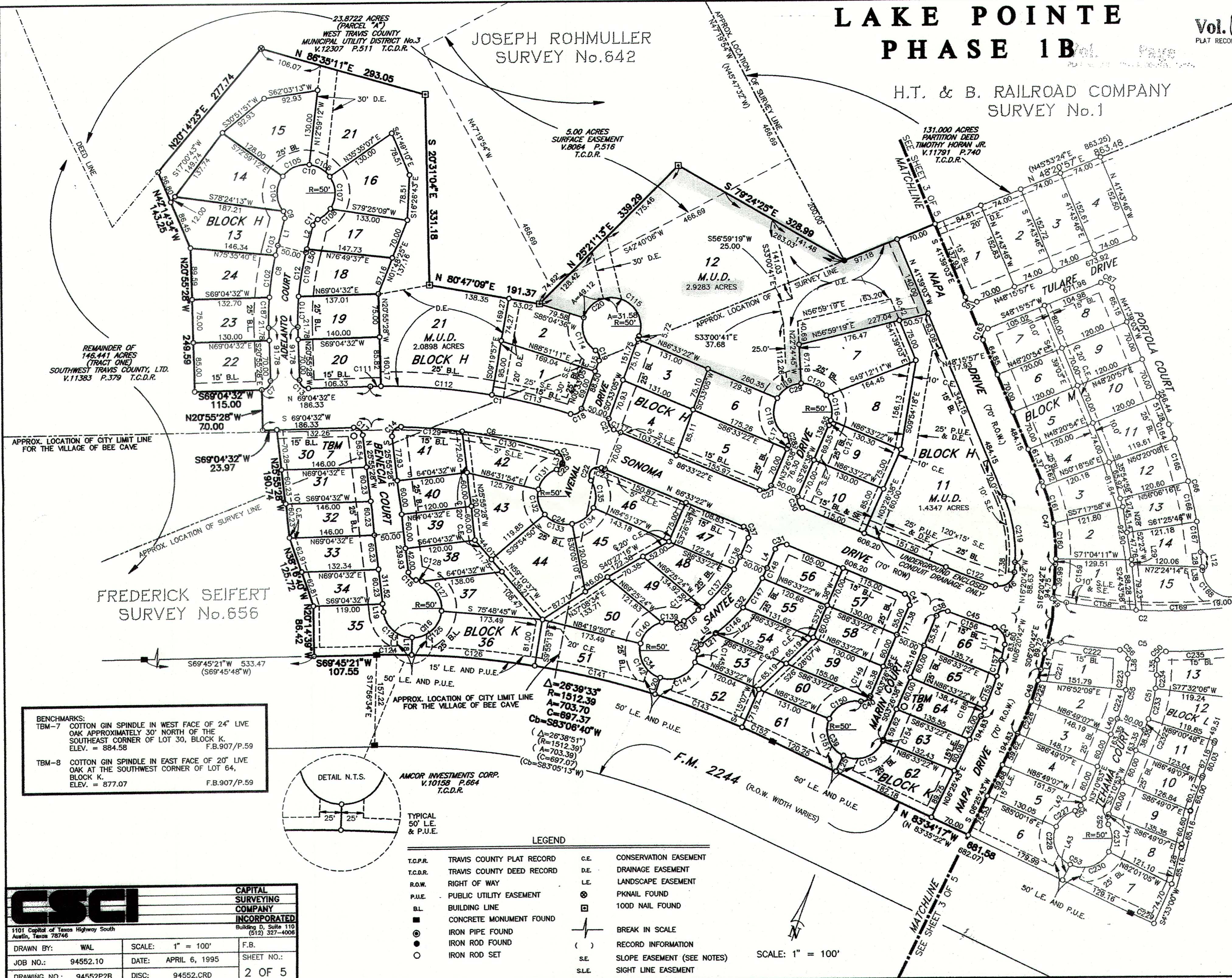
## LAKE POINTE PHASE 1B

CAPITAL SURVEYING COMPANY		INCORPORATED	
1101 Capital of Texas Highway South		Austin, Texas 78746	
DRAWN BY:	WAL	SCALE:	NONE
JOB NO.:	94552.10	DATE:	APRIL 6, 1995
DRAWING NO.:	94552PB1	DISC:	94552.CRD
		F.B.	
		SHEET NO.:	1 OF 5

# LAKE POINTE PHASE 1B

Vol. 06 Page 19  
PLAT RECORD, TRAVIS COUNTY, TEXAS

H.T. & B. RAILROAD COMPANY  
SURVEY No.1



BENCHMARKS:  
TBM-7 COTTON GIN SPINDLE IN WEST FACE OF 24" LIVE OAK APPROXIMATELY 30' NORTH OF THE SOUTHEAST CORNER OF LOT 30, BLOCK K. ELEV. = 884.58 F.B.907/P.59  
TBM-8 COTTON GIN SPINDLE IN EAST FACE OF 20" LIVE OAK AT THE SOUTHWEST CORNER OF LOT 64, BLOCK K. ELEV. = 877.07 F.B.907/P.59

DETAIL N.T.S.

TYPICAL  
50' L.E. & P.U.E.

## LEGEND

T.C.P.R.	TRAVIS COUNTY PLAT RECORD	C.E.	CONSERVATION EASEMENT
T.C.D.R.	TRAVIS COUNTY DEED RECORD	D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT OF WAY	L.E.	LANDSCAPE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT	⊗	PKNAIL FOUND
B.L.	BUILDING LINE	⊠	TOOD NAIL FOUND
■	CONCRETE MONUMENT FOUND	—	BREAK IN SCALE
○	IRON PIPE FOUND	( )	RECORD INFORMATION
●	IRON ROD FOUND	S.E.	SLOPE EASEMENT (SEE NOTES)
○	IRON ROD SET	S.L.E.	SIGHT LINE EASEMENT

SCALE: 1" = 100'

**CSCI**

1101 Capital of Texas Highway South  
Austin, Texas 78746

**CAPITAL  
SURVEYING  
COMPANY  
INCORPORATED**  
Building D, Suite 110  
(512) 327-4006

DRAWN BY:	WAL	SCALE:	1" = 100'	F.B.	
JOB NO.:	94552.10	DATE:	APRIL 6, 1995	SHEET NO.:	
DRAWING NO.:	94552P2B	DISC:	94552.CRD		2 OF 5

# LAKE POINTE PHASE 1B

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PLAT RECORD, TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'

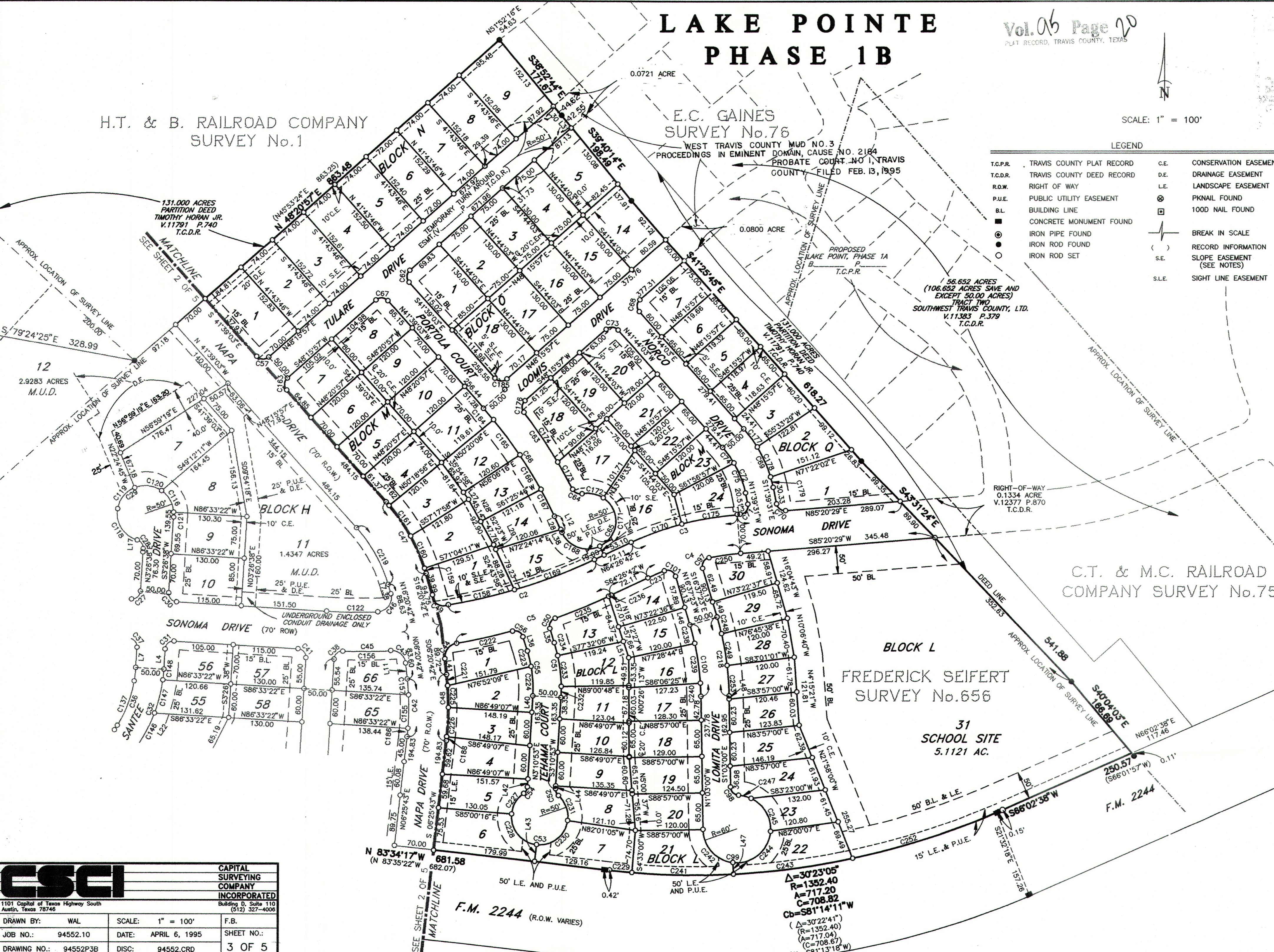
H.T. & B. RAILROAD COMPANY  
SURVEY No.1

E.C. GAINES  
SURVEY No.76

WEST TRAVIS COUNTY MUD NO.3  
PROCEEDINGS IN EMINENT DOMAIN, CAUSE NO. 2184  
PROBATE COURT NO. 1, TRAVIS  
COUNTY FILED FEB. 13, 1995

## LEGEND

T.C.P.R.	TRAVIS COUNTY PLAT RECORD	C.E.	CONSERVATION EASEMENT
T.C.D.R.	TRAVIS COUNTY DEED RECORD	D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT OF WAY	L.E.	LANDSCAPE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT	⊗	PKNAIL FOUND
B.L.	BUILDING LINE	⊠	100D NAIL FOUND
■	CONCRETE MONUMENT FOUND	— —	BREAK IN SCALE
⊙	IRON PIPE FOUND	( )	RECORD INFORMATION
●	IRON ROD FOUND	S.E.	SLOPE EASEMENT (SEE NOTES)
○	IRON ROD SET	S.L.E.	SIGHT LINE EASEMENT



C.T. & M.C. RAILROAD  
COMPANY SURVEY No.75

BLOCK L  
FREDERICK SEIFERT  
SURVEY No.656

31  
SCHOOL SITE  
5.1121 AC.

F.M. 2244 (R.O.W. VARIES)

$\Delta=30'23.05"$   
 $R=1352.40$   
 $A=717.20$   
 $C=708.82$   
 $Cb=S81'14'11"W$   
( $\Delta=30'22'41"$ )  
( $R=1352.40$ )  
( $A=717.04$ )  
( $C=708.67$ )  
( $Cb=S81'13'18"W$ )

**ESCI**

CAPITAL  
SURVEYING  
COMPANY  
INCORPORATED

1101 Capital of Texas Highway South  
Austin, Texas 78746  
(512) 327-4008

DRAWN BY:	WAL	SCALE:	1" = 100'	F.B.
JOB NO.:	94552.10	DATE:	APRIL 6, 1995	SHEET NO.:
DRAWING NO.:	94552P3B	DISC:	94552.CRD	3 OF 5

LAKE POINTE  
PHASE 1B

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG	LINE	BEARING	DISTANCE
1	24°22'05"	1035.00	440.19	436.88	223.47	N 81°15'35"E	1	N 05°07'37"W	48.42
2	16°09'16"	965.00	272.08	271.18	136.95	N 72°31'19"E	2	S 05°07'37"E	48.42
3	20°53'47"	537.50	196.03	194.95	99.12	N 74°53'35"E	3	S 01°07'47"W	2.47
4	20°53'47"	467.50	170.50	169.56	86.21	S 72°25'39"W	4	S 03°26'38"W	35.90
5	15°57'55"	1035.00	288.40	287.47	145.14	S 81°15'35"W	5	N 33°46'49"E	31.49
6	24°22'05"	965.00	410.42	407.33	208.36	N 74°53'35"E	6	N 03°26'38"E	35.90
7	9°00'00"	15.00	23.56	23.56	14.47	N 13°01'32"E	7	S 06°20'32"W	32.08
8	15°47'51"	15.00	13.62	13.16	7.82	N 37°08'13"W	8	S 03°26'38"E	35.90
9	52°01'12"	475.00	247.87	247.87	13.16	N 37°08'13"E	9	S 03°26'38"E	35.90
10	28°40'25"	50.00	24.78	24.78	61.54	N 37°08'13"E	10	S 03°26'38"E	35.90
11	52°01'12"	475.00	247.87	247.87	13.16	N 37°08'13"E	11	S 03°26'38"E	35.90
12	15°47'51"	15.00	13.62	13.16	7.82	N 37°08'13"E	12	S 03°26'38"E	35.90
13	9°00'00"	15.00	23.56	23.56	14.47	N 13°01'32"E	13	S 03°26'38"E	35.90
14	98°02'09"	15.00	25.67	25.67	12.21	N 37°08'13"E	14	S 03°26'38"E	35.90
15	76°39'27"	15.00	20.07	18.61	11.86	S 64°15'11"E	15	S 03°26'38"E	35.90
16	256°39'27"	15.00	223.98	78.45	63.25	S 25°44'48"W	16	S 03°26'38"E	35.90
17	85°00'00"	15.00	22.25	20.27	13.74	N 88°25'48"W	17	S 03°26'38"E	35.90
18	87°49'00"	15.00	22.99	20.81	14.44	N 44°27'35"E	18	S 03°26'38"E	35.90
19	76°39'27"	15.00	20.07	18.61	11.86	N 37°46'39"W	19	S 03°26'38"E	35.90
20	256°39'27"	15.00	223.98	78.45	63.25	N 52°13'21"E	20	S 03°26'38"E	35.90
21	87°49'00"	15.00	22.99	20.81	14.44	N 43°21'26"E	21	S 03°26'38"E	35.90
22	146°12'19"	15.00	38.28	28.71	49.38	S 19°57'11"W	22	N 33°46'49"E	31.26
23	09°23'17"	965.00	6.54	6.54	3.27	S 86°45'01"E	23	N 33°46'49"E	31.26
24	28°40'25"	50.00	247.87	247.87	61.54	N 37°08'13"E	24	N 33°46'49"E	31.26
25	52°01'12"	15.00	13.62	13.16	7.82	N 37°08'13"E	25	N 33°46'49"E	31.26
26	90°38'36"	15.00	23.56	21.21	15.17	N 46°27'05"E	26	N 33°46'49"E	31.26
27	90°00'00"	15.00	23.56	21.21	15.00	N 48°26'38"E	27	N 33°46'49"E	31.26
28	76°39'27"	15.00	20.07	18.61	11.86	N 34°53'06"W	28	N 33°46'49"E	31.26
29	256°39'27"	15.00	223.98	78.45	63.25	N 55°08'54"E	29	N 33°46'49"E	31.26
30	90°00'00"	15.00	23.56	21.21	15.00	N 48°26'38"E	30	N 33°46'49"E	31.26
31	90°00'00"	15.00	23.56	21.21	15.00	N 48°26'38"E	31	N 33°46'49"E	31.26
32	32°20'11"	275.00	145.60	143.91	74.55	N 17°35'53"E	32	N 33°46'49"E	31.26
33	52°01'12"	15.00	13.62	13.16	7.82	N 37°08'13"E	33	N 33°46'49"E	31.26
34	28°40'25"	50.00	247.87	247.87	61.54	N 37°08'13"E	34	N 33°46'49"E	31.26
35	52°01'12"	15.00	13.62	13.16	7.82	N 37°08'13"E	35	N 33°46'49"E	31.26
36	90°00'00"	15.00	23.56	21.21	15.00	N 48°26'38"E	36	N 33°46'49"E	31.26
37	90°00'00"	15.00	23.56	21.21	15.00	N 48°26'38"E	37	N 33°46'49"E	31.26
38	88°10'17"	15.00	23.08	20.87	14.53	N 47°31'46"W	38	N 33°46'49"E	31.26
39	256°39'27"	15.00	223.98	78.45	63.25	N 48°13'38"W	39	N 33°46'49"E	31.26
40	76°39'27"	15.00	20.07	18.61	11.86	N 41°48'22"E	40	N 33°46'49"E	31.26
41	90°00'00"	15.00	23.56	21.21	15.00	N 41°48'22"E	41	N 33°46'49"E	31.26
42	12°46'25"	465.00	103.67	103.45	52.05	N 00°02'30"E	42	N 33°46'49"E	31.26
43	86°45'18"	25.00	37.85	34.34	23.62	N 49°43'21"W	43	N 33°46'49"E	31.26
44	86°45'18"	25.00	37.85	34.34	23.62	N 49°43'21"W	44	N 33°46'49"E	31.26
45	06°32'38"	1035.00	118.15	118.15	59.17	N 89°49'41"W	45	N 33°46'49"E	31.26
46	104°23'33"	25.00	45.55	39.51	32.23	N 35°51'04"E	46	N 33°46'49"E	31.26
47	25°18'21"	335.00	147.96	146.76	75.21	N 28°59'53"E	47	N 33°46'49"E	31.26
48	12°46'25"	535.00	119.27	119.03	59.89	N 00°02'31"E	48	N 33°46'49"E	31.26
49	83°03'21"	25.00	36.24	33.15	22.14	N 57°52'23"E	49	N 33°46'49"E	31.26
50	87°49'00"	15.00	22.99	20.81	14.44	N 26°30'37"W	50	N 33°46'49"E	31.26
51	20°34'45"	275.00	98.77	98.24	49.93	N 07°08'30"E	51	N 33°46'49"E	31.26
52	52°01'12"	15.00	13.62	13.16	7.82	N 37°08'13"E	52	N 33°46'49"E	31.26
53	28°40'25"	50.00	247.87	247.87	61.54	N 37°08'13"E	53	N 33°46'49"E	31.26
54	20°34'45"	275.00	98.77	98.24	49.93	N 07°08'30"E	54	N 33°46'49"E	31.26
55	52°01'12"	15.00	13.62	13.16	7.82	N 37°08'13"E	55	N 33°46'49"E	31.26
56	87°49'00"	15.00	22.99	20.81	14.44	N 26°30'37"W	56	N 33°46'49"E	31.26
57	90°05'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	57	N 33°46'49"E	31.26
58	80°55'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	58	N 33°46'49"E	31.26
59	80°55'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	59	N 33°46'49"E	31.26
60	80°55'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	60	N 33°46'49"E	31.26
61	80°55'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	61	N 33°46'49"E	31.26
62	80°55'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	62	N 33°46'49"E	31.26
63	80°55'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	63	N 33°46'49"E	31.26
64	75°03'01"	15.00	19.63	18.27	11.52	N 64°15'08"E	64	N 33°46'49"E	31.26
65	25°11'05"	75.00	224.44	78.16	62.65	N 26°48'56"W	65	N 33°46'49"E	31.26
66	17°03'32"	75.00	224.44	78.16	62.65	N 26°48'56"W	66	N 33°46'49"E	31.26
67	90°05'00"	15.00	23.58	21.23	15.02	N 86°41'53"E	67	N 33°46'49"E	31.26
68	90°00'00"	15.00	23.56	21.21	15.00	N 03°15'57"W	68	N 33°46'49"E	31.26
69	30°04'32"	225.00	118.11	116.76	60.45	N 26°41'47"E	69	N 33°46'49"E	31.26
70	83°00'00"	15.00	21.73	19.85	13.27	N 53°09'31"E	70	N 33°46'49"E	31.26
71	97°00'00"	15.00	25.40	22.47	16.95	N 36°50'29"E	71	N 33°46'49"E	31.26
72	30°04'32"	175.00	91.86	90.81	47.02	N 26°41'47"W	72	N 33°46'49"E	31.26
73	90°00'00"	15.00	23.56	21.21	15.00	N 86°44'03"W	73	N 33°46'49"E	31.26
74	11°11'59"	175.00	34.21	34.15	17.16	N 36°08'04"E	74	N 33°46'49"E	31.26
75	18°52'33"	175.00	57.65	57.39	29.09	N 21°05'48"E	75	N 33°46'49"E	31.26
76	95°04'17"	15.00	22.13	20.89	16.39	N 30°54'45"W	76	N 33°46'49"E	31.26
77	86°10'35"	15.00	22.56	20.49	14.03	N 44°08'19"E	77	N 33°46'49"E	31.26
78	86°10'35"	60.00	278.74	87.84	64.14	N 45°51'41"W	78	N 33°46'49"E	31.26
79	15°34'24"	475.00	129.11	128.71	64.95	N 08°50'12"W	79	N 33°46'49"E	31.26
80	95°04'17"	15.00	24.89	22.13	16.39	N 64°09'32"W	80	N 33°46'49"E	31.26
81	80°52'26"	525.00	74.13	74.07	37.13	N 11°03'40"E	81	N 33°46'49"E	31.26
82	74°10'59"	50.00	64.74	60.31	37.80	N 39°00'53"E	82	N 33°46'49"E	31.26
83	182°28'28"	50.00	159.24	99.98	231.05	N 89°18'50"W	83	N 33°46'49"E	31.26
84	52°13'40"	1035.00	45.58	44.02	24.51	N 28°55'40"W	84	N 33°46'49"E	31.26
85	0°42'34"	1035.00	12.81	12.81	6.41	N 86°54'39"W	85	N 33°46'49"E	31.26
86	82°54'55"	50.00	72.36	66.21	44.17	N 31°45'22"E	86	N 33°46'49"E	31.26
87	57°53'10"	50.00	50.52	48.39	27.65	N 38°38'40"W	87	N 33°46'49"E	31.26
88	57°22'15"	50.00	50.07	48.00	27.36	N 83°43'38"W	88	N 33°46'49"E	31.26
89	6°15'28"	50.00	5.46	5.46	2.73	N 00°18'54"E	89	N 33°46'49"E	31.26
90	05°23'47"	965.00	90.86	90.86	45.48	N 89°15'16"E	90	N 33°46'49"E	31.26
91	82°02'35"	50.00	71.60	65.63	43.50	N 66°56'45"E	91	N 33°46'49"E	31.26
92	2°15'04"	1512.39	59.42	59.42	29.72	N 70°54'25"W	92	N 33°46'49"E	31.26
93	86°13'12"	50.00	75.24	68.34	46.81	N 28°55'21"E	93	N 33°46'49"E	31.26
94	80°24'33"	50.00	66.80	61.94	39.45	N 52°27'42"W	94	N 33°46'49"E	31.26
95	11°50'47"	965.00	10.34	10.32	5.19	N 83°20'28"W	95	N 33°46'49"E	31.26
96	6°13'49"	965.00	10.34	10.32	5.19	N 83°20'28"W	96	N 33°46'49"E	31.26
97	95°30'7"	50.00	49.18	47.22	26.79	N 22°42'40"W	97	N 33°46'49"E	31.26
98	59°21'32"	50.00	47.68	45.88	25.82	N 32°46'38"E	98	N 33°46'49"E	31.26
99	54°37'03"	50.00	52.36	50.00	28.87	N 89°54'50"E	99	N 33°46'49"E	31.26
100	60°00'00"	50.00	47.80	46.00	25.90	N 32°31'37"E	100	N 33°46'49"E	31.26
101	54°46'27"	50.00	50.87	48.70	27.88	N 24°00'18"W	101	N 33°46'49"E	31.26
102	58°17'52"	50.00	50.87	48.70	27.88	N 24°00'18"W	102	N 33°46'49"E	31.26
103	6°08'57"	225.00	24.15	24.14	12.09	N 06°31'06"E	103	N 33°46'49"E	31.26
104	21°46'33"	225.00	85.51	85.00	43.28	N 20°28'51"W	104	N 33°46'49"E	31.26
105	72°44'21"	225.00	9.47	9.47	4.74	N 32°34'28"W	105	N 33°46'49"E	31.26
106	25°18'40"	60.00	25.58	25.30	13.08	N 71°08'42"W	106	N 33°46'49"E	31.26
107	67°09'32"	50.00	54.24	51.62	30.16	N 25°24'35"W	107	N 33°46'49"E	31.26
108	67°09'32"	50.00	54.24	51.62	30.16	N 25°24'35"W	108	N 33°46'49"E	31.26
109	67°09'32"	50.00	54.24	51.62	30.16	N 25°24'35"W	109	N 33°46'49"E	

# LAKE POINTE PHASE 1B

STATE OF TEXAS )  
COUNTY OF TRAVIS )

FIELDNOTE DESCRIPTION of an 54.9843 acre tract of land in the Frederick Seifert Survey No. 656 and the Joseph Rohmuller Survey No. 642, in Travis County, Texas, and being a part of that 146.441 acre tract (Tract One) conveyed to Southwest Travis County, LTD by special warranty deed recorded in Volume 11383, Page 359 of the Deed Records of Travis County, Texas; said 54.9843 acre tract of land is more particularly described, in two parts, by metes and bounds as follows:

BEGINNING at an iron rod set on the northerly right-of-way line of FM 2244 (variable width right-of-way) as described in deed to the State of Texas (6.4080 acres) recorded in Volume 10664, Page 209 of the Deed Records of Travis County, Texas, from which a found concrete right-of-way monument bears S69°45'21"W, 533.47' and the intersection of the westerly line of said 146.441 acre tract with the northerly right-of-way line of FM 2244 bears S66°16'22"W, 1,030.33 feet;

THENCE, crossing the said 146.441 acre tract the following fourteen (14) courses:

- 1) N20°14'39"W, a distance of 86.42 feet to an iron rod set for corner;
- 2) N38°16'40"W, a distance of 125.72 feet to an iron rod set for corner;
- 3) N25°55'28"W, a distance of 190.74 feet to an iron rod set for corner;
- 4) S69°04'32"W, a distance of 23.97 feet to an iron rod set for corner;
- 5) N20°55'28"W, a distance of 70.00 feet to an iron rod set for corner;
- 6) S69°04'32"W, a distance of 115.00 feet to an iron rod set for corner;
- 7) N20°55'28"W, a distance of 249.59 feet to an iron rod set for corner;
- 8) N42°14'34"W, a distance of 143.25 feet to an iron rod set for corner;
- 9) N20°14'23"E, a distance of 277.74 feet to a PK nail found for corner;
- 10) N86°35'11"E, a distance of 293.05 feet to a 100d nail found for corner;
- 11) S20°31'04"E, a distance of 331.18 feet to a 100d nail found for corner;
- 12) N80°47'09"E, a distance of 191.37 feet to a 100d nail found for corner;
- 13) N25°21'13"E, a distance of 339.29 feet to a 100d nail found for corner;
- 14) S79°24'25"E, a distance of 328.99 feet to an iron rod found for the southeast corner of the Joseph Rohmuller Survey No. 642 and the southwest corner of the H.T. & B. Railroad Co. Survey No. 1, being in the northerly line of the Frederick Seifert Survey No. 656, an "el" corner of the aforesaid 146.441 acre tract and a southwesterly corner of a 131.00 acre tract conveyed to Timothy Horan, Jr., Trustee, by partition deed recorded in Volume 11791, Page 740 of the Deed Records of Travis County, Texas;

THENCE, N48°20'57"E, with the said common line between the H.T. & B. Railroad Co. Survey No. 1, and the Frederick Seifert Survey No. 656, 863.48 feet to an iron rod found for a northerly corner of the 146.441 acre tract, being an "el" corner of the 131.000 acre tract, the most northerly northeast corner of the Frederick Seifert Survey No. 656, and the most westerly corner of the E.C. Gaines Survey No. 76;

THENCE, with the northeast line of the Frederick Seifert Survey No. 656, the southwesterly line of the E.C. Gaines Survey No. 76 and the C.T. & M.C. Railroad Company Survey No. 75, being the common line between the 146.441 acre tract and the 131.000 acre tract for the following five (5) courses:

- 1) S38°52'44"E, 171.67 feet to an iron rod found;
- 2) S39°40'14"E, 198.49 feet to an iron rod found;
- 3) S41°25'45"E, 618.27 feet to an iron rod found;
- 4) S43°31'24"E, 541.88 feet to an iron rod found;
- 5) S40°04'03"E, 166.69 feet to the intersection of the aforesaid common line with the said northerly right-of-way line of FM 2244, same being the northerly line of said 6.4080 acre tract from which a found iron rod bears S40°04'03"E, 0.11 feet;

THENCE, with the northerly right-of-way line of FM 2244 and the northerly line of said 6.4080 acre tract the following five (5) courses:

- 1) S66°02'38"W, a distance of 250.57 feet to the point of curvature of a curve to the right, from which a found concrete right-of-way monument bears S66°02'38"W, 0.15 feet;
- 2) With said curve to the right having a central angle of 30°23'05" and a radius of 1,352.40 feet (chord bears S81°14'11"W, 708.82 feet), for an arc distance of 717.20 feet to an iron rod set for a point of tangency, from which a found concrete right-of-way monument bears S83°34'17"E, 0.42 feet;
- 3) N83°34'17"W, a distance of 681.58 feet to a concrete right-of-way monument found at the point of curvature of a non-tangent curve to the left;
- 4) With the said non-tangent curve to the left having a central angle of 26°39'33" and a radius of 1,512.39 feet (chord bears S83°06'40"W, 697.37 feet) for an arc distance of 703.70 feet to a concrete right-of-way monument found;
- 5) S69°45'21"W, a distance of 107.55 feet to the PLACE OF BEGINNING, containing within these metes and bounds 54.9843 acres of land.

GENERAL NOTES CONTINUED FROM SHEET 1 OF 5

14. M.U.D. LOT 21, BLOCK "H" WILL BE OWNED AND MAINTAINED BY WEST TRAVIS COUNTY MUD No.3.
15. ALL LANDSCAPE IMPROVEMENTS, INCLUDING THOSE ALONG AND WITHIN THE ENTRY ROAD, NAPA DRIVE, WILL BE MAINTAINED BY THE M.U.D. OR IT'S ASSIGNS.
16. ADEQUATE VEGETATION COVER TO COMPLY WITH THE VILLAGE OF BEE CAVE NON POINT SOURCE POLLUTION CONTROL ORDINANCE, WILL BE MAINTAINED AT ALL CONSERVATION EASEMENTS. NO IMPERVIOUS COVER SHALL BE CONSTRUCTED WITHIN A CONSERVATION EASEMENT.
17. CONSERVATION EASEMENTS LOCATED ON LOTS WITH SLOPES GREATER THAN 10% REQUIRE TERRACED SLOPES, OTHERWISE, VEGETATION FILTER STRIPS ARE REQUIRED AS DEFINED IN THE VILLAGE OF BEE CAVE NON POINT SOURCE POLLUTION CONTROL ORDINANCE.
18. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET AND NO CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
19. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF CONCRETE SIDEWALKS ON BOTH SIDES OF THE STREET ON ALL STREETS.
20. DRIVEWAY ACCESS TO SONOMA DRIVE IS PROHIBITED FROM ALL SINGLE FAMILY LOTS. DRIVEWAY ACCESS ONTO NAPA DRIVE IS PROHIBITED FROM BLOCKS "K" AND "L".
21. AS REQUIRED BY THE VILLAGE OF BEE CAVE NON-POINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE 90.1, THIS PROPERTY IS SUBJECT TO AN NPS MAINTENANCE PLAN AS RECORDED IN THE TRAVIS COUNTY DEED RECORDS.
22. THIS PROPERTY IS SUBJECT TO COVENANTS AND RESTRICTIONS AS RECORDED IN THE TRAVIS COUNTY DEED RECORDS, V. 12431, P. 794
23. THE BUILDING SETBACK LINE ARE DEDICATED AS A SLOPE EASEMENT ON THE FOLLOWING LOTS:  
BLOCK H, LOTS 20,22 - SONOMA SIDE BUILDING LINE ONLY  
BLOCK K, LOTS 36,37,38,41,42  
BLOCK K, LOTS 57,58 - FRONT BUILDING LINE ONLY  
BLOCK Q, LOTS 13,14  
OTHER SLOPE EASEMENTS ON OTHER LOTS ARE DEDICATED AS SHOWN ON THE PLAT.
24. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBSTRUCTION WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS COURT AT OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

## LAKE POINTE PHASE 1B

<b>CSI</b>			CAPITAL SURVEYING COMPANY INCORPORATED	
1101 Capital of Texas Highway South Austin, Texas 78748 (512) 327-4008			Building D, Suite 110 (512) 327-4008	
DRAWN BY:	WAL	SCALE:	NONE	F.B.
JOB NO.:	94552.10	DATE:	APRIL 6, 1995	SHEET NO.:
DRAWING NO.:	94552PB5	DISC:	94552.CRD	5 OF 5

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LAKE POINTE DECLARATION

OF

FILM CODE

COVENANTS, CONDITIONS AND RESTRICTIONS

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Unofficial Document

LAKE POINTE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

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LAKE POINTE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

THAT, WHEREAS, SOUTHWEST TRAVIS COUNTY, LTD., a Texas limited partnership ("Declarant"), is the owner of that certain real property located in Travis County, Texas, which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "STC Property"); and

WHEREAS, Declarant has previously conveyed to Bon Terre-B, Ltd., a Texas limited partnership ("Bon Terre"), that certain real property in Travis County, Texas, which is described on Exhibit "B", attached hereto and incorporated herein by reference (the "Bon Terre Property"); and

WHEREAS, the STC Property and the Bon Terre Property are referred to herein collectively as the "Property"; and

WHEREAS, Declarant and Bon Terre desire to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings:

1.01 Architectural Committee(s). "Architectural Committee" or "Architectural Committees" shall mean one or more of the committees created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committees, as the same are amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Lake Pointe Homeowners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as the same are amended from time to time.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean and refer to Lake Pointe Homeowners Association, Inc., a Texas non-profit corporation created or to be created pursuant to the Articles.

1.06 Board. "Board" shall mean the Board of Directors of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as amended from time to time.

1.08 Commercial Site. "Commercial Site" shall mean that portion of the Property depicted on the Master Plan for Lake Pointe which is attached hereto as Exhibit "E".

1.09 Common Area. "Common Area" shall mean all real property, including the improvements thereto, conveyed, leased, or licensed to the Association by Plat dedication, lease agreement, license agreement or otherwise. The Common Area shall be owned and/or held by the Association for the common use and enjoyment of the Owners. The Common Area may be designated by Declarant and dedicated or otherwise conveyed to the Association from time to time and at any time. The Common Area shall include (i) Lot 15, Block R ("Central Park") as shown on the Phase 1A Plat, (ii) Lot 11, Block H ("West Side Park") as shown on the Phase 1B Plat and (iii) a lake front park to be located on the shores of Lake Austin in a location approved by Declarant ("Lake Pointe Park"). The title to Central Park, West Side Park and Lake Pointe Park shall be held by MUD 3 or MUD 5 (as determined by Declarant), and leased or licensed to the Association for nominal or no cash consideration; provided, however, the Association shall have the obligation to maintain such Common Area as provided in this Declaration. At the time Declarant annexes additional real property to the Property in accordance with Section 2.02 hereof, additional Common Area may be designated.

1.10 Declarant. "Declarant" shall mean Southwest Travis County, Ltd., a Texas limited partnership, its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Southwest Travis County, Ltd., as Declarant must be expressly set forth in writing, and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, canine runs, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Joint Construction Agreement. "Joint Construction Agreement" shall mean that certain Joint Construction Agreement between Declarant and Bon Terre dated April 3, 1995, a memorandum of which is recorded in the Real Property Records of Travis County, Texas, providing certain terms and provisions governing the development of the Property.

1.14 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon, excluding, however, any Common Area and any subdivided lot designated on a Plat as a "M.U.D." lot.

1.15 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.16 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.17 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.18 MUD 3. "MUD 3" shall mean West Travis County Municipal Utility District Number 3.

1.19 MUD 5. "MUD 5" shall mean West Travis County Municipal Utility District Number 5.

1.20 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant and Bon Terre, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.21 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

1.22 Phase 1A Plat. "Phase 1A Plat" shall mean the Plat of Phase 1A of the Bon Terre Property recorded in Volume 95, Pages 15-17 of the Real Property Records of Travis County, Texas.

1.23 Phase 1B Plat. "Phase 1B Plat" shall mean the Plat of Phase 1B of the Bon Terre Property recorded in Volume 95, Pages 18-22 of the Real Property Records of Travis County, Texas.

1.24 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.25 Plat. "Plat" shall mean a final recorded subdivision plat of any portion of the Property.

1.26 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the STC Property and the Bon Terre Property, plus any additional land added thereto in accordance with the procedures set forth in Section 2.02 below, less any property which is withdrawn from this Declaration in accordance with the procedures set forth in Section 2.03 below.

1.27 Restrictions. "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Rules, Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.28 Rules. "Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.29 School Sites. "School Sites" shall mean Lot 31, Block L, on the Phase 1B Plat, and Lot 32, Block L, on the Phase 1A Plat.

1.30 Subassociation. "Subassociation" shall mean any non-profit corporation organized and established by Declarant pursuant to or in connection with any Supplemental Declaration.

1.31 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided by virtue of a final subdivision plat which is filed of record in the Plat Records of Travis County, Texas.

1.32 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add to the Property, or (ii) to subject any area of the Property to further covenants, conditions or restrictions.

## ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. It is contemplated that the Property will be developed and portions dedicated pursuant to a master concept plan, which may, from time to time, be amended or modified, in which the development of or restrictions upon each portion thereof will benefit each other portion in the whole thereof. As each area is developed or dedicated, Declarant may record one or more Supplemental Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area; provided, however, Declarant may only execute and record a Supplemental Declaration covering or affecting the Bon Terre Property with the consent and joinder of Bon Terre so long as Bon Terre owns any portion of the Bon Terre Property. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area. To the extent any provision of a Supplemental Declaration conflicts with any provision of this Declaration, the provision of the Supplemental Declaration is intended to and shall be controlling.

2.02 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land as hereinafter described, this Declaration, and covenants and conditions, restrictions and obligations set forth herein (as modified or amended by the covenants, conditions, restrictions and obligations, if any, set forth in Supplemental Declaration affecting such added lands) shall apply to the added lands, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Travis County, Texas, a notice of addition of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded;
- (B) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (C) A legal description of land being added; and
- (D) A legal description of all Common Area, if any, to be owned by the Association within the land being added.

2.03 Withdrawal of Commercial Site. Declarant may, at any time, withdraw the Commercial Site from the Property, and upon such withdrawal, this Declaration and the covenants, conditions and restrictions, and obligations set forth herein

shall no longer apply to the Commercial Site. As a condition to such withdrawal from this Declaration, the Commercial Site shall be made subject at the time of the withdrawal to restrictive covenants in substantially the same form set out on Exhibit "F" attached hereto (the "Commercial Restrictions"), by filing the Commercial Restrictions of record in the Real Property Records of Travis County, Texas as covenants running with the land. In order to withdraw the Commercial Site from the Property hereunder, Declarant shall record in the Real Property Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Travis County Real Property Records wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the Commercial Site;
- (C) A legal description of the Commercial Site; and
- (D) A reference to the recorded Commercial Restrictions with a statement that they apply to the Commercial Site in lieu of the provisions of this Declaration.

**2.04 School Sites.** Pursuant to the Joint Construction Agreement, it is contemplated that Bon Terra will convey the School Sites to Lake Travis Independent School District ("LTISD") for use as an elementary school site, and that the deed conveying the School Sites to LTISD will contain certain reversionary rights in Southwest Travis County, Ltd. In the event that title to the School Sites reverts to and vests in Southwest Travis County, Ltd., then the School Sites shall automatically become subject to the covenants, conditions, restrictions, easements and obligations set forth in this Declaration as if the School Sites were originally included in the Property covered by this Declaration, but the withdrawal rights and the other provisions set forth in Section 2.03 above with respect to the Commercial Site will also apply to the School Sites. In addition, if the School Sites are withdrawn from the terms of this Declaration, then Lot 31, Block 2 of Lake Pointe Phase 1B, as depicted on the Phase 1B Plat, will be subjected to additional restrictions which: (a) limit office buildings to two stories; and (b) impose a one hundred foot (100') building setback requirement along the western boundary of such lot.

**2.05 MUD Lots.** Pursuant to the Joint Construction Agreement, Bon Terre is required to convey (i) to MUD 5, Lot 16, Block R, shown on the Phase 1A Plat, and Lot 12, Block H, shown on the Phase 1B Plat, and (ii) to MUD 3, all other portions of the Bon Terre Property depicted on the Phase 1A Plat, the Phase 1B Plat and any subsequent Plat of a portion of the Bon Terre Property as a "MUD Lot" or as a "Private Open Area," except for a portion of Lot 21, Block H, shown on the Phase 1B Plat, which is being converted to a residential lot (all property required to be so conveyed, save and except West Side Park, Central Park and Lakeside Park, is herein called the "MUD Lots"). (Reference is made to the Memorandum of Joint Construction Agreement dated April 3, 1995, by and between Declarant and Bon Terre, recorded in the Real Property Records of Travis County, Texas, for a more particular description of the MUD Lots. The MUD Lots are hereby restricted and may be used only for the following purposes, and then only to the extent not in conflict with the Joint Construction Agreement: constructing, maintaining and operating the utilities owned and operated by MUD 3 and/or MUD 5; open space; passive or active recreational use; and/or any other purpose for which municipal utility districts may, under Texas law, use land owned by them. The MUD Lots shall not otherwise be subject to the restrictions, terms or provisions of this Declaration. Without limiting the foregoing, no MUD Lot shall be subject to any Assessments under this Declaration nor shall MUD 3, MUD 5 or any other owner of the MUD Lots have any membership in the Association under this Declaration as a result of the ownership of such MUD Lots. The term

MUD Lots as used in this Declaration shall not include Central Park, West Side Park or Lake Pointe Park.

### ARTICLE III GENERAL RESTRICTIONS

Except as otherwise expressly provided herein, all of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01 Antennae. No exterior radio or television antenna, or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or other entertainment purposes shall be erected or maintained, except within the attic of the main residential structure on any Lot, and except that (i) one satellite dish (or similar instrument or structure) which is twenty inches (20") or smaller in diameter may be erected on the rear side of the roof ridge line of a home and (ii) one satellite dish or similar instrument or structure may be placed in the backyard of any Lot so long as it is completely screened from view from any street, alley, park or other public area. No antennae or other similar devices (except as expressly permitted under the preceding sentence) shall be permitted on the roof of any structure located on any Lot.

3.02 Tanks. No exterior propane tanks, other than propane tanks contained within or attached to residential barbecue units, butane tanks, or other tanks of any kind or nature shall be placed or maintained upon any Lot.

3.03 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

3.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests in the Lot less than the whole be conveyed by the Owner without the prior written approval of the appropriate Architectural Committee; provided, however, that when Declarant or Bon Terre is the Owner, Declarant or Bon Terre, as the case may be, may further divide and subdivide any Lot and convey an easement necessary for the development or operation of the Property, or other interest less than the whole, all without the approval of any Architectural Committee.

3.05 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the appropriate Architectural Committee except for signs which are part of Declarant's or Bon Terre's overall marketing plan for the Property. The Architectural Committees may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same. Notwithstanding the foregoing, builders building homes within the Property may place signs on the Property advertising the sale of Lots during the development, construction and sales periods of the Lots, provided, however, that the appropriate Architectural Committee may provide for rules and regulations regarding such signs.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.07 Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. If any security device on any Lot malfunctions three or more times in any given thirty-day period, the Association shall have the right to levy a fine against the owner of such Lot.

3.08 Construction of Improvements. No Improvements shall be constructed upon any of the Property without the prior written approval of the appropriate Architectural Committee. Anything herein to the contrary notwithstanding, the Architectural Committees may limit review to a review of a typical floor plan for the proposed residence type, and upon the approval by the appropriate Architectural Committee of such typical floor plan, residences may be constructed consistent with the approved floor plan without the requirement of further review or approval by such Architectural Committee.

3.09 Dwelling Size. For any residence located on the Property, the minimum and maximum floor areas for the main structure (including all air conditioned living areas, but excluding all open porches and garages), shall be as follows:

<u>Lot Width</u>	<u>Minimum/Maximum Floor Areas</u> <u>(in square feet)</u>
For residences located on Lots which have a width at the building setback line which is not greater than fifty-five feet (55'):	1,500/2,400
For residences located on Lots which have a width at the building setback line which is greater than fifty-five feet (55'), but not greater than sixty-five feet (65'):	1,900/2,800
For residences located on Lots which have a width at the building setback line which is greater than sixty-five feet (65'), but not greater than seventy-five feet (75'):	2,500/No Maximum
For residences located on Lots which have a width at the building setback line which is greater than seventy-five feet (75') or greater:	3,000/No Maximum

The appropriate Architectural Committee shall, in its sole and absolute discretion, have the power to grant variances, on a case by case basis and at the Owner's request, reducing the Minimum Floor Area or increasing the Maximum Floor Area by up to, but not in excess of one hundred (100) square feet.

3.10 Building Height. No Improvement greater than one (1) story in height may be constructed on any corner Lot which has frontage on either Sonoma Drive or Resaca Boulevard without the approval of the appropriate Architectural Committee. On other Lots, no Improvement greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the appropriate Architectural Committee.

3.11 Sidewalks. No Improvements on any Lot may be occupied unless and until concrete sidewalks have been installed along the fronts and sides of Lots abutting streets adjacent to such Lot. Sidewalks shall be five feet wide and

located adjacent to the curb, except that the appropriate Architectural Committee, in its discretion, may allow variances from such requirements to account for topography, trees and other similar conditions. Notwithstanding any other provision in this Section 3.11 to the contrary, sidewalks located on Lots along the north side of Sonoma Drive shall be six feet wide.

3.12 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner.

3.13 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the appropriate Architectural Committee.

3.14 Roofs. No roof on any residence or garage constructed on a Lot shall have less than a 6/12 roof slope. All roofs shall be constructed or covered with 25-year composition shingles (meaning having a manufacturer's warranty of at least 25 years) constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown or grey, as approved by the appropriate Architectural Committee. All roof stacks and flashings must be painted to match the roof color.

3.15 Underground Utility lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under, or on buildings or other Improvements as approved in writing by the appropriate Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the appropriate Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method or other aspects of installation for both temporary and permanent utilities shall be subject to review and approval by the appropriate Architectural Committee.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant on the STC Property or Bon Terre on the Bon Terre Property, unless adequate provision is made for proper drainage and approved by the appropriate Architectural Committee.

3.17 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.18 Temporary Structures. No tent, shack, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the appropriate Architectural Committee. Approval may be dependent on the nature, size, duration, and location of such structure. Notwithstanding any provision herein to the contrary: (i) temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the proper approval of Declarant within the STC Property or Bon Terre within the Bon Terre Property; and (ii) children's playhouses, dog houses, greenhouses, and buildings for storage of lawn maintenance equipment may be maintained if the same are screened from view from all streets and adjacent Lots.

3.19 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravelly aggregate, or earth.

3.20 Individual Lot Water Supply System. No individual Lot water supply system shall be permitted on the Property.

3.21 Individual Lot Sewage Disposal. No individual Lot sewage disposal shall be permitted on the Property.

3.22 Non-Point Source Water Pollution Control Plan. Each Owner shall comply with the yard and landscape maintenance provisions of the Non-Point Source Water Pollution Control Plan, adopted by MUD 3 and MUD 5.

3.23 Air-Conditioning Apparatus Location. No air-conditioning apparatus shall be installed on the ground in front of a residence or on the roof of any residence. Installed air-conditioning apparatus shall be screened so as not to be visible from any street located within or adjacent to the Property. Appropriate screening shall consist of fencing or landscaping and shall be approved in advance by the appropriate Architectural Committee. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a residence or at any other location where such would be visible from any street.

3.24 Unightly Articles, Vehicles. No article deemed to be unsightly by the appropriate Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) vehicles. Lot Owners shall not keep more than two (2) automobiles in a manner which allows them to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked on any roadway within the Property for more than seventy-two (72) hours at a time. No inoperable automobiles or other vehicles may be parked in any roadway or the exterior portion of any driveway on the Property. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.25 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes (except recreational vehicles parked in the rear of a Lot and totally screened from view from the street and adjacent Lots) shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.26 Boundary Fences. On each Lot which is adjacent to Sonoma Drive, Resaca Boulevard, Napa Drive south of Sonoma Drive, and Bayton Drive south of Sonoma Drive (collectively, the "Collector Streets"), standard boundary fencing (the "Boundary Fencing") shall be erected along the Collector Streets. Boundary Fencing shall also be required on the side of each Lot which is adjacent to Bee Cave Road. The Boundary Fencing shall be constructed when residences are constructed on such Lots, either by homebuilders as residences are constructed.

on such Lots or by Bon Terre (with respect to Boundary Fencing located on Lots which are a part of the Bon Terre Property) or by Declarant (with respect to Boundary Fencing to be located on Lots which are a part of the STC Property). Bon Terre (with respect to Lots on the Bon Terre Property) or Declarant (with respect to Lots on the STC Property) shall determine who constructs the Boundary Fencing. To the extent Bon Terre constructs the Boundary Fencing on the Bon Terre Property, the cost of the Boundary Fencing shall be shared on a pro rata basis among all of the homebuilders building homes on Lots in the Bon Terre Property, such pro rata cost to be paid to Bon Terre on a Lot by Lot basis as a homebuilder acquires title to a Lot. The Boundary Fencing shall be constructed in accordance with the diagram attached hereto as Exhibit "C". The Boundary Fencing shall be a minimum of six feet (6') in height and shall be constructed of stucco textured columns (which shall be capped as shown on Exhibit "C") placed at intervals approximately eighty feet (80') between columns, with wood cedar fencing between such columns. The Boundary Fencing shall be constructed along the entirety of the side of each Lot adjacent to Bee Cave Road, Napa Drive south of Sonoma Drive, and Bayton Drive south of Sonoma Drive. On the side of each Lot adjacent to Sonoma Drive or Resaca Boulevard, the Boundary Fencing shall be constructed from a stucco textured column installed at the rear corner of the Lot to a stucco textured column constructed fifteen feet (15') behind the front building line on the Lot. The posts and support structures for the Boundary Fencing shall be installed on the side of the fence facing the residence constructed or to be constructed on each such Lot so that such posts and support structures are screened from view from the Collector Streets and Bee Cave Road. Also, additional horizontal boards shall be installed along the top and bottom of the fence, and a top wood plate shall be installed along the top of the wood fence. All wood fencing shall be treated within thirty (30) days of installation with semi-transparent oil stain (Olympic Paints specification gray 901 or its equivalent). The Association shall be responsible for the maintenance and repair of the columns and wood fencing of the Boundary Fencing. The Boundary Fencing required by this Section 3.26 shall be completed prior to the issuance of a permanent or temporary certificate of occupancy for any single-family residence located on the Lot.

3.27 Habitat Fencing. Wrought iron fencing of a minimum of four feet (4') in height or wire mesh fencing as depicted on Exhibit "D" attached hereto or fencing of another design approved by the appropriate Architectural Committee (the "Habitat Fencing") shall be required on all Lots sharing a common boundary with the real property conveyed by Declarant to MUD 3 by Special Warranty Deed dated June 20, 1994, recorded in Volume 12307, Page 511, Real Property Records of Travis County, Texas (all Lots sharing such a common boundary are herein called the "Habitat Lots"). The location and plans and specifications for the Habitat Fencing shall be approved by the appropriate Architectural Committee, in its sole and absolute discretion. The maintenance and repair of the Habitat Fencing shall be the sole obligation of the Owner on whose Lot such fencing is located. The Owner's failure to maintain the Habitat Fencing located upon the Owner's Lot in good repair shall be a violation of this declaration, subject to the Association's powers of enforcement granted by the Declaration, including but not limited to, Section 5.04(E). The Habitat Fencing shall be completed prior to the issuance of a permanent or temporary certificate of occupancy for any single-family residence located on the Lot.

3.28 Other Fencing. Each backyard of a residence constructed on a Lot may be fully enclosed by a fence, which, if constructed, must be a cedar fence at least six feet (6') tall and constructed by the Owner of the Lot. To the extent a Lot is required to have Habitat Fencing or Boundary Fencing constructed along one or more lines of the Lot, the requirement for the Habitat Fencing or Boundary Fencing shall apply to the Lot line(s) in question as required above. Chain link fences are prohibited. The wood fencing shall be treated within thirty (30) days of installation with semi-transparent oil stain (Olympic Paints specification gray 901 or its equivalent). The appropriate Architectural Control Committee may, in its discretion, grant variances from the fencing requirements set forth in this Section 3.28. All fencing required by this Section shall be the sole

obligation of the Owner on whose Lot such fencing is located. The Owner's failure to maintain the fencing required by this Section located upon the Owner's Lot in good repair shall be a violation of this Declaration, subject to the Association's powers of enforcement granted by the Declaration, including but not limited to, Section 5.04(E).

3.29 Retaining Walls. The appropriate Architectural Committee shall be entitled to require the construction of retaining walls on each Lot, the location of which shall be determined by the appropriate Architectural Committee in its sole and absolute discretion. Each retaining wall shall be completed prior to the issuance of a permanent or temporary certificate of occupancy for any single family residence located on the Lot. Retaining walls visible from a street shall be constructed of a limestone material design approved by the appropriate Architectural Committee. Retaining walls not visible from any street may be constructed with landscape timbers which are structurally engineered to withstand the weight and load of the specific retaining wall. The maintenance and repair of any retaining walls, including retaining walls that are constructed in whole or in part in the public right-of-way, shall be the sole obligation of the Owner of the Lot on or adjacent to which the retaining wall is located. The Owner's failure to maintain any retaining wall located upon the Owner's Lot in good repair shall be a violation of this Declaration, subject to the Association's and Declarant's powers of enforcement granted by the Declaration, including but not limited to Section 5.04(E).

3.30 Animals - Household Pets. No animals, including pigs, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the appropriate Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. All dogs and cats must be vaccinated for rabies and tagged for identification.

3.31 Landscaping.

- (A) On all corner Lots, prior to the occupancy of the residence located on such Lot, (i) at least two (2) trees, with a diameter of three (3) inches or more, shall be planted on the side yard, and (ii) at least two (2) trees, with a diameter of three (3) inches or more, shall be planted in the front yard, unless two (2) trees of equal or greater size are already located on both the side and front yards of the Lot. On all interior Lots, prior to the occupancy of the residence located on such Lot, at least two (2) trees, with a diameter of three (3) inches or more, shall be planted in the front yard, unless two (2) trees of equal or greater size are already located in the front yard. The trees required hereunder must be live oak, spanish oak or cedar elm.
- (B) Prior to the occupancy of a residence located on a Lot, (i) the front yard of such Lot and the side yard of such Lot (to the rear building line of the residence or to the front of the side yard fence, whichever is closer to the street) must be fully sodded with grass; and (ii) landscaping with shrubbery must be installed along

the front of the residence and the sides of the residence in front of the rear fence.

(c) Landscaping (consisting of grass, trees, shrubbery, ground cover, vines and/or flowers) and irrigation improvements shall be installed on each Lot adjacent to a Collector Street, Sonoma Drive and Resaca Boulevard prior to the occupancy of the residence located on such Lot. Landscaping required by this Section 3.31(C) shall be installed in accordance with plans and specifications developed by the appropriate Architectural Committee. Irrigation improvements shall include an underground irrigation system which shall provide irrigation to any portion of the front or side yards of the Lot which is visible from a Collector Street, Sonoma Drive and Resaca Boulevard. The irrigation improvements and the proposed location thereof shall be approved in advance of installation by the appropriate Architectural Committee. For all Lots along Resaca Boulevard and/or Sonoma Drive, the required landscaping must be extended into the adjacent public right of way, to the curb line. The maintenance of all landscaping installed in the public right of way of Sonoma Drive and Resaca Boulevard shall be the obligation of the Association; however, the maintenance of the irrigation systems required by this Section 3.31(C) on such Lots shall be the sole obligation of the Owner on whose Lot such irrigation system is located. The Owner's failure to maintain the irrigation system required by this Section 3.31(C) located upon the Owner's Lot in good repair shall be a violation of this Declaration, subject to the Association's powers of enforcement granted by the Declaration, including but not limited to, Section 5.04(E).

3.32 Maintenance of Lawns, Plantings and Improvements. Each Owner shall keep shrubs, trees, grass, and plantings of every kind on such Owner's Lot, including any Common Area platted as a part of such Owner's Lot, cultivated, pruned, mowed, and free of trash and other unsightly material, and shall maintain all improvements situated thereon.

3.33 Masonry Requirements. The total percentage of masonry on all walls of each home constructed within the Property shall be seventy percent (70%) or more, unless another design is specifically approved by the appropriate Architectural Committee. Additionally, (i) each home constructed adjacent to Sonoma Drive, Resaca Boulevard, Napa Drive south of Sonoma Drive, Bayton Drive south of Sonoma Drive, or Bee Cave Road shall comply with the masonry specifications set forth in Exhibit "G" hereto as being applicable to such home, and (ii) each other home in the Property shall comply with the masonry specifications set forth for an "Interior Homesite" on Exhibit "G" hereto. In computing masonry percentages under this Declaration, (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior walls; and (3) stone and masonry used on fireplaces and walls of an attached garage may be included in the computation as stone or masonry used.

3.34 Masonry Requirements - Chimney. Each chimney of each home constructed adjacent to Sonoma Drive, Resaca Boulevard, Napa Drive south of Sonoma Drive, Bayton Drive south of Sonoma Drive, or Bee Cave Road shall comply with the chimney masonry specifications set forth in Exhibit "G" hereto as being applicable to such home. Each chimney of each other home in the Property shall comply with the chimney masonry specifications set forth for an "Interior Homesite" on Exhibit "G" hereto.

3.35 Construction Activities. Nothing in this Declaration shall be construed so as to unreasonably interfere with, or prevent, normal construction activities during the construction of Improvements by an Owner (including Declarant or Bon Terre) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation.

of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the appropriate Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.36 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the appropriate Architectural Committee. Factory-built trusses are permitted.

3.37 Unfinished Structures. No structure located on any Lot which has a width at the building setback line which is less than seventy-five feet (75') shall remain unfinished for more than six (6) months after the same has been commenced. No structure located on any Lot which has a width at the building setback line of seventy-five feet (75') or greater shall remain unfinished for more than one (1) year after the same has been commenced. Construction of residential improvements shall begin no later than two (2) years after ownership of the Lot has been legally conveyed by Declarant or Bon Terre, as the case may be, unless the appropriate Architectural Committee, exercising its best judgment, determines that an extension of time should be granted and issues a written statement to the Lot owner specifically permitting the extension.

3.38 Setback Requirements. Unless different setback requirements for any Lot are set forth on the Plat which includes such Lot, the front setback shall be at least twenty-five feet (25'), the total of both side yard setbacks shall be at least ten feet (10'), and the rear setback shall be at least ten feet (10').

3.39 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.40 No Warranty of Enforceability. While Declarant and Bon Terre have no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant and Bon Terre make no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and Bon Terre harmless therefrom.

#### ARTICLE IV USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for single family residential use or for use as Common Area except as otherwise expressly provided herein with respect to the MUD Lots. Notwithstanding the foregoing, a Lot may be used by a homebuilder as a model home during the development, marketing and construction phases for the Property. Common Area may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific areas, Declarant may, in its sole and absolute discretion, permit other improvements and uses so long as they do not conflict with the requirements of the Joint Construction Agreement. Any Supplemental Declaration recorded for a portion of the Property may designate such area to be used and improved for single-family residential.

4.02 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to nonowners, all on such terms and conditions as Declarant may determine, in its sole discretion, provided that such terms and conditions shall not conflict with the requirements of the Joint Construction Agreement.

4.03 Recreational Improvements. Any proposed construction of recreational improvements within a Common Area shall be subject to approval by the appropriate Architectural Committee.

4.04 Greenbelt/Open Space/Habitat. Notwithstanding any provision herein to the contrary, all lots designated on any Plat as "Greenbelt", "Private Open Area", "Open Space", or "Habitat" shall be restricted against all commercial and/or residential development. Such lots may be used for any private or public, active or passive recreational purposes.

ARTICLE V  
LAKE POINTE HOMEOWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant shall, contemporaneously with the execution and recording of this Declaration, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner of a Lot, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (A) below are hereinafter sometimes referred to as "Class A Members," Declarant is hereinafter sometimes referred to as the "Class B Member" and Bon Terre is hereinafter sometimes referred to as the "Class C Member."

- (A) The Owner, including Declarant and Bon Terre, of each Lot within the Property shall have one vote for each Lot so owned, subject to the suspension provisions set out in Section 8.05(A) hereinbelow.
- (B) In addition to any votes to which it may be entitled by reason of subparagraph (A) of this section, for every one (1) vote outstanding in favor of any other person or entity, the Class B Member shall have four (4) additional votes until the earlier to occur of (i) December 31, 2025 or (ii) such time as the Class B Member no longer owns any land within the Property. The Class B Member shall be entitled to the additional votes hereunder regardless of whether the land entitling the Class B Member to such votes has been subdivided or not.
- (C) In addition to any votes to which it may be entitled by reason of subparagraph (A) of this section, the Class C Member shall be

entitled to designate, without vote or objection by any other member of the Association, one person who is affiliated or associated with, or employed by, the Class C Member, as a director of the Board until the earlier to occur of (i) December 31, 2025 or (ii) the date the Class C Member no longer owns any portion of the Property. The Class C Member shall be entitled to the rights hereunder regardless of whether the land entitling the Class C Member to such rights has been subdivided or not.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper, for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Fees and Assessments. To levy the initiation fee and assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot or other portion of the Property for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot or other portion of the Property and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot or other portion of the Property entered upon, shall be a lien upon the Lot or other portion of the Property entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the

enforcement of the Restrictions or Rules, or in the performance of any other right, duty, power, or authority of the Association.

(G) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to a Supplemental Declaration.

(H) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, licenses, easements, rights-of-way or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining the following:

- (a) Parks, parkways or other recreational facilities or structures;
- (b) Roads, streets, street lights, walks, driveways, trails and paths;
- (c) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (e) Any similar public, quasi-public or private improvements or facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(I) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(J) Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(K) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration or the Articles or Bylaws of the Association.

(L) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the appropriate Architectural Committee as in this Declaration required.

(M) Contracts. To enter into contracts with Declarant, Bon Terre and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant, Bon Terre or any other person.

(N) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.05 Maintenance. The Association shall (i) maintain, repair and replace as necessary all landscaping, irrigation systems, entrance signs and other improvements (other than roadways and utility lines) within any right-of-way which is within or adjacent to the Property; and (ii) maintain all Common Area.

5.06 Common Area

(A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (1) To accept, own, operate and maintain all Common Area which may be conveyed, leased or licensed to it, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed, leased or licensed to the Association, and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned, leased or licensed by the Association to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.07 Indemnification: Liability. The Association shall indemnify its officers and directors, and the liability of the officers and directors of the Association shall be limited, to the extent provided in the Articles.

ARTICLE VI  
ARCHITECTURAL COMMITTEES

6.01 Architectural Committees. There shall be at least two (2) independent and separately operated Architectural Committees, as follows: (i) the West Lake Pointe Architectural Committee (the "West Lake Pointe AC"); and (ii) the East Lake Pointe Architectural Committee (the "East Lake Pointe AC"). Each Architectural Committee shall consist of not more than three (3) voting members. The initial voting members of the West Lake Pointe AC shall be designated by Bon Terre. The initial voting members of the East Lake Pointe AC shall be designated by Declarant. The West Lake Pointe AC shall have the sole and exclusive authority to review and approve plans and specifications for the construction of Improvements, adopt procedural and substantive rules, grant variances, and take

any other action authorized by this Declaration pertaining to the Bon Terre Property. The East Lake Pointe AC shall have the sole and exclusive authority to review and approve plans and specifications for the construction of improvements, adopt procedural and substantive rules, grant variances, and take any other action authorized by this Declaration pertaining to the STC Property and any land added to the Property pursuant to Section 2.02. Each architectural committee created hereunder shall, upon written request (the "Written Request"), be entitled to review Plans and Specifications submitted to any other architectural committee for the purpose of insuring compliance with the express provisions of this Declaration. Upon receipt of a Written Request, the receiving Architectural Committee shall make the requested Plans and Specifications available to the requesting Architectural Committee during normal business hours. The requesting Architectural Committee, at its sole cost and expense, shall be entitled to copies of the requested Plans and Specifications. Declarant shall also have the right at any time and without the joinder of any other party, to reconstitute the East Lake Pointe AC into two (2) or more separate Architectural Committees each having separate, sole, and exclusive authority over portions of the STC Property, as determined by Declarant in its sole and absolute discretion. In the event Declarant creates additional Architectural Committees pursuant to the foregoing provision, Declarant, its successors and assigns, shall at all times, unless delegated pursuant to Section 6.04 below, retain the right to appoint and remove all members of the Architectural Committees other than the West Lake Pointe AC.

6.02 Action by Architectural Committee. Items presented to each Architectural Committee shall be decided by a majority vote of the voting members of such Architectural Committee.

6.03 Advisory Members. The voting members of each Architectural Committee may from time to time designate (and remove) advisory members to serve on such Architectural Committee without voting powers.

6.04 Term. Each member of each Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.05 Rights of Appointment. Bon Terre, its successors or assigns, shall have the right to appoint and remove all members of the West Lake Pointe AC. Bon Terre may delegate this right to the Board by written instrument. Declarant, its successors or assigns, shall have the right to appoint and remove all members of the East Lake Pointe AC. Declarant may delegate this right to the Board by written instrument. At such time as Bon Terre and Declarant, their successor or assigns, have each delegated their rights to appoint and remove the members of the West Lake Pointe AC, East Lake Pointe AC, and any other Architectural Committees created pursuant to Section 6.01 above, the Board shall have the right, but not the obligation, to merge the East Lake Pointe AC, the West Lake Pointe AC, and any other Architectural Committees created pursuant to Section 6.01, into a single Architectural Committee which shall have jurisdiction over the Bon Terre Property, the STC Property, and any land added to the Property pursuant to Section 2.02, and shall be designated the Lake Pointe Architectural Committee (the "Lake Pointe AC"). The Lake Pointe AC shall continue to be governed by the provisions of this Declaration.

6.06 Adoption of Rules. Each Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to the building code, fire code, and housing code utilized by the Village of Bee Cave, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any owner of property within the relevant jurisdiction of any Architectural Committee, including Declarant and Bon Terre, at its sole expense

and/or the Board or the appropriate Architectural Committee may seek any of the remedies set forth herein for default of this Declaration.

6.07 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of an Architectural Committee is required, the appropriate Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the appropriate Architectural Committee, and construction thereof may not commence unless and until such Architectural Committee has approved such Plans and Specifications in writing. The appropriate Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by such Architectural Committee. Any Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by any Architectural Committee of any information or document deemed necessary by such Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committees shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decisions of the Architectural Committees shall be final and binding so long as they are made in good faith. The Architectural Committees shall not be responsible for reviewing any proposed Improvement, nor shall approval by any Architectural Committee of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.08 Special Procedure for Homebuilders. Once an Architectural Committee has approved a set of final plans and specifications (including, but not limited to, exterior colors) submitted by a homebuilder for a house to be constructed on a Lot, that homebuilder may use such plans and specifications for other homes it will construct within the portion of the Property which is under the jurisdiction of such Architectural Committee, provided that (a) there shall be at least two Lots on the same side of the street between Lots with houses using the same or substantially the same floor plan; (b) there shall be at least three Lots on the same side of the street between Lots with houses using the same or substantially the same exterior elevations; and (c) no houses with the same or substantially the same exterior elevations shall be constructed on Lots directly across the street from each other. The term "homebuilder" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

6.09 Actions of the Architectural Committee. Each Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of such Architectural Committee. In the absence of such designation, the vote of a majority of all of the members of each Architectural Committee taken without a meeting, shall constitute an act of that Architectural Committee.

6.10 No Waiver of Future Approvals. The approval or consent of any Architectural Committee to any Plans or Specifications for any work done, or proposed or in connection with any other matter requiring the approval or consent of that Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or

other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.11 Work in Progress. Each Architectural Committee, at its option, may inspect all work in progress being conducted upon property to which it has sole and exclusive jurisdiction to insure compliance with approved Plans and Specifications.

6.12 Nonliability of Architectural Committee Members. No Architectural Committee, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of any Architectural Committee or the Board's respective duties under this Declaration. WITHOUT LIMITATION, THE FOREGOING RELEASE IS INTENDED TO COVER LOSS, DAMAGE OR INJURY ARISING OUT OF THE NEGLIGENCE OF SUCH ARCHITECTURAL COMMITTEE OR ITS MEMBER OR THE BOARD OR ITS MEMBER, BUT NOT THE WILLFUL MISCONDUCT OR BAD FAITH OF SUCH ARCHITECTURAL COMMITTEE OR ITS MEMBER OR THE BOARD OR ITS MEMBER AS THE CASE MAY BE. No Architectural Committee, nor the members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

6.13 Address. Plans and Specifications for the construction of Improvements to be located within the STC Property shall be submitted to the East Lake Pointe Architectural Committee, c/o Stephen W. Gurasich, 5450 West Bee Cave Road, Bldg. 1, Suite F, Austin, Texas 78746, or such other address as may be designated by Declarant, its successors and assigns, from time to time. Plans and Specifications for the construction of Improvements to be located within the Bon Terre Property shall be submitted to the West Lake Pointe Architectural Committee, c/o Joel Robuck, 3826 Bryn Mawr, Dallas, Texas 75225, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.14 Fees. Each Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

6.15 Certificate of Compliance. Upon completion of any Improvement approved by the appropriate Architectural Committee and upon written request by the Owner of the Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the relevant Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Committee of the construction, workmanship, materials, or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

## ARTICLE VII FUNDS AND ASSESSMENTS

### 7.01 Assessments.

- (A) The Association may from time to time levy Assessments against each Lot in accordance with the provision of this Article VII. The level of Assessments shall be equal and uniform between all Lots, except that no Assessments hereunder shall be levied against any Lot until

such time as construction of a single family residence as the primary structure to be located upon the Lot has been substantially completed and the Lot and residence have been conveyed to an Owner for use as a residence. Substantial completion shall be deemed to occur when a temporary or permanent certificate of occupancy has been issued for the single family residence or primary structure.

- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment or other period remaining after said date. If not previously paid, the Owner acquiring title to the Lot shall pay his or her prorated portion of the Assessment at the time the Owner acquires title to the Lot.
- (C) The Association may also from time to time levy an initiation fee for membership in the Association, which fee shall be due upon the conveyance of a Lot with a substantially completed residence to any Owner for residential use, including each successive Owner of the Lot and residence.
- (D) Each unpaid Assessment and initiation fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment or initiation fee fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such fee and Assessments in accordance with the provisions of this Article. The lien securing the initiation fee and Assessments shall be superior to all other liens and charges upon such property except for ad valorem tax liens and all sums unpaid on a Mortgage lien or deed of trust lien of record. It is expressly intended that by acceptance of a deed to a Lot within the Property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, such lien having been created prior to the creation or attachment of any homestead right with respect to any Lot.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Assessments; Initial Amounts. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all roadway and right-of-way maintenance, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion. Until adjusted as provided herein, the regular Assessments provided for herein shall initially be \$240.00 per year, payable in

advance on January 2 of each year as provided above. In addition, the initiation fee for membership in the Association shall initially be \$100.00 per Lot.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to (i) carry out the functions of the Association under the Restrictions or (ii) defray the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or other non-compliance with this Declaration or the Association's rules and regulations. Special Assessments levied under clause (i) shall be levied against Lot Owners generally, while special Assessments levied under clause (ii) shall be levied against the particular Lot Owner in question. The amount of any special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment. The regular and special Assessments and the initiation fee provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments or fee. No Owner may exempt himself from liability for such Assessments or fee. In the event of default in the payment of any such Assessment or fee, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment or fee from the due date thereof (or if there is no such highest rate, then at the rate of eighteen percent (18%) per annum), together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Lien and Foreclosure. All Assessments and fees levied in the manner provided in this Article but unpaid shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment or fee, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be (i) superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a mortgage or deed of trust lien of record securing sums borrowed for the purchase and/or improvement of the Lot in question and (ii) coupled with a power of sale in favor of the Association entitling the Association to exercise the rights of non-judicial foreclosure sale and other rights and remedies afforded under Chapter 51 of the Texas Property Code. The Association shall have the power to subordinate the aforesaid lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid lien, the Association may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments and fees shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure sale (whether judicial or non judicial) and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments and fees remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII  
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on each Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant or Bon Terre prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant and Bon Terre reserve the right to subject the STC Property and the Bon Terre Property, respectively, to additional Plats and to make changes in and additions to existing easements, rights-of-way, restrictions and related rights for the purpose of most efficiently and economically developing the STC Property and the Bon Terre Property, respectively.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the property until approved by Declarant (as to the STC Property), Bon Terre (as to the Bon Terre Property) or the appropriate Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the appropriate Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the appropriate Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant, Bon Terre nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or any of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

8.05 Common Area. Each Lot Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment or fee against such Owner's Lot remains unpaid, for any period during which the Owner is in violation of this Declaration or

the rules and regulations of the Association, or for any period during which the Owner is not a member of the Association;

- (B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;
- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

#### ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2025, unless amended as herein provided. After December 31, 2025, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

#### 9.02 Amendment.

- (A) By Declarant. This Declaration may be amended for any purpose by the Declarant acting alone until Declarant no longer holds a majority of the votes in the Association.
- (B) By Owners. In addition to the method in Section 9.02 (A), this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

Notwithstanding anything to the contrary contained in this Section 9.02, this Declaration may only be amended with respect to, or as it affects, the Bon Terre Property upon and with the consent and joinder of Bon Terre so long as Bon Terre owns any portion of the Bon Terre Property.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally, by facsimile transmission or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices or, if no address has been given to the Association, to the address of the Owner on file with the Travis County Central Appraisal District. Such address may be changed from time to time by notice in writing given by such person to the Association. If delivery is by facsimile, the notice shall be deemed to have been delivered upon receipt by the addressee at the most current facsimile number given by such person to the Association for the purpose of service of notice. If no such

facsimile number has been so given, notice must be by personal delivery or mail as set forth above.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Exemption of Declarant and Bon Terre. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor Bon Terre nor any of Declarant's or Bon Terre's activities shall in any way be subject to the control of or under the jurisdiction of either Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant or Bon Terre to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the STC Property or the Bon Terre Property, respectively.

9.06 Assignment by Declarant and Bon Terre. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity, in any of its privileges, exemptions, rights and duties hereunder. The conveyance of a property interest alone by Declarant shall not constitute an assignment of Declarant's rights and authority as "Declarant" hereunder. Notwithstanding any provision in this Declaration to the contrary, Bon Terre may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. The conveyance of a property interest alone by Bon Terre shall not constitute an assignment of Bon Terre's rights and authority hereunder.

9.07 Compliance with Provisions of Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, Bon Terre and/or the Board shall have the right to enforce all of the provisions of Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

- (A) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9.10 Rights of Declarant. All rights and authority granted to "Declarant" hereunder shall continue until the earlier to occur of (i) December 31, 2025 or (ii) the date Declarant and its assigns no longer own any portion of the Property. On such earlier date, all rights and authority granted to "Declarant" hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date.

IN WITNESS WHEREOF, Declarant and Bon Terre have executed this Declaration (on separate signature pages) on the respective dates of acknowledgment set forth below, to be delivered and effective as of June 29, 1995.

DECLARANT:

SOUTHWEST TRAVIS COUNTY, LTD.,  
a Texas limited partnership

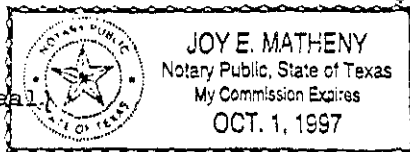
By: STC Management, Inc., a Texas  
corporation, General Partner

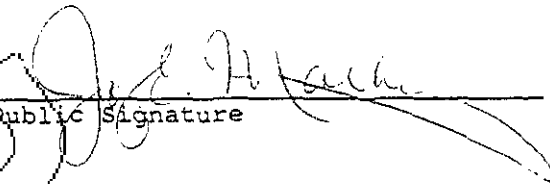
By: 

Stephen W. Gurasich, Jr.,  
President

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 5<sup>th</sup> day of June, 1995, by Stephen W. Gurasich, Jr., President of STC Management, Inc., a Texas corporation, as General Partner of Southwest Travis County, Ltd., a Texas limited partnership, on behalf of said partnership.



  
Notary Public Signature

BON TERRE:

BON TERRE-B, LTD., a Texas limited partnership

By: WJH Corporation, a Delaware corporation, its General Partner

By: *Walter J. Humann*

Walter J. Humann, President

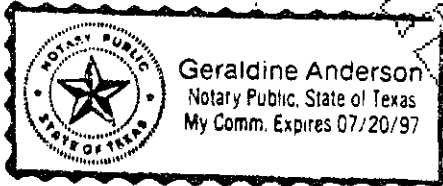
THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 29th day of June 1995, by Walter J. Humann, President of WJH Corporation, a Delaware corporation, as General Partner of Bon Terre-B, Ltd., a Texas limited partnership, on behalf of said partnership.

*Geraldine Anderson*  
Notary Public Signature

(Seal)



For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, the holder of a lien on the Bon Terre Property pursuant to a Deed of Trust dated April 3, 1995, recorded under Volume 12410, Page 572, of the Real Property Records of Travis County, Texas, hereby consents to the execution and recordation of this Declaration by Declarant and Bon Terre and subordinates the lien of such Deed of Trust to the terms and provisions of this Declaration, it being agreed that this Declaration shall survive foreclosure of the lien of such Deed of Trust and that any sale of the Bon Terre Property at foreclosure will be made subject to this Declaration.

BANK ONE, TEXAS, NATIONAL ASSOCIATION,  
a national banking association

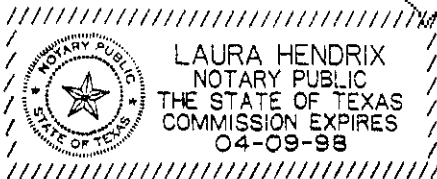
By:

Dale W. Renner  
Dale W. Renner, Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on June 29, 1995 by Dale W. Renner, Vice President of Bank One, Texas, National Association, a national banking association, on behalf of said association.



Laura Hendrix  
Notary Public, State of Texas

(printed name)

My commission expires:

AFTER RECORDING, RETURN TO:

SAMUEL D. BYERS  
STRASBURGER & PRICE, L.L.P.  
1600 One American Center  
600 Congress Avenue  
Austin, Texas 78701

EXHIBIT "A"

Description of the STC Property

All of the real property described as Parcel A and Parcel B on the succeeding pages of this Exhibit "A", SAVE AND EXCEPT all portions thereof which were conveyed to West Travis County Municipal Utility District No. 3 by Deed recorded in Volume 12307, Pages 511, et seq., Real Property Records of Travis County, Texas; and FURTHER SAVE AND EXCEPT all portions thereof which were conveyed to Bon Terre-B, Ltd. by deed of record in Volume 12410, Pages 249, et seq., Real Property Records of Travis County, Texas.

Parcel A  
141.9705 Acres  
Page

Joseph Rohmuller Survey No. 642  
Frederick Seifert Survey No. 656  
93549.10  
October 11, 1993

STATE OF TEXAS §  
COUNTY OF TRAVIS §

FIELD NOTE DESCRIPTION of a tract or parcel of land containing 141.9705 acres of land situated in the Joseph Rohmuller Survey No. 642 and the Frederick Seifert Survey No. 656, Travis County, Texas, being all of the 146.441 acre tract described as Tract Two, conveyed to Southwest Travis County, Ltd. by a special warranty deed recorded in Volume 11383, Page 379 of the Travis County Deed Records, save and except the portion conveyed to the State of Texas for right-of-way of FM 2244 by a deed recorded in Volume 10664, Page 209 of the said Deed Records; the herein described 141.9705 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 60-D nail found in the base of a fence corner post for the common corner between the Joseph Rohmuller Survey No. 642, the James Swisher Survey No. 152, the W. P. Moore Survey No. 525, and the H.T.&B. Railroad Co. Survey No. 1, being the most westerly northwest corner of the aforementioned 146.441 acre tract;

THENCE, N47°29'30"E, with the occupied northwest line of the Joseph Rohmuller Survey No. 642 and the 146.441 acre tract, being a southeast line of the H.T.&B. Railroad Co. Survey No. 1, for a distance of 1,861.00 feet to an iron rod found at a fence corner for the most northerly corner of the aforesaid Joseph Rohmuller Survey No. 642 and the 146.441 acre tract, being an "ell" corner in the said H.T.&B. Railroad Co. Survey No. 1 and the most westerly corner of a 131.000 acre tract conveyed to Timothy Horan, Jr. by a partition deed recorded in Volume 11791, Page 740 of the above said Deed Records;

THENCE, S47°19'54"E, with the common line between the said Joseph Rohmuller Survey No. 642 and the H.T.&B. Railroad Company Survey No. 1, being the common line between the abovesaid 146.441 acre tract and the 131.000 acre tract for a distance of 2079.45 feet to an iron rod found for the southwest corner of the aforesaid Joseph Rohmuller Survey No. 642, being in the northerly line of the Frederick Seifert Survey No. 656, an "ell" corner of the 146.441 acre tract and a southwesterly corner of the 131.000 acre tract;

THENCE, N48°20'57"E, with the said common line between the H.T.&B. Railroad Co. Survey No. 1, and the Frederick Seifert Survey No. 656, 863.48 feet to an iron rod found for a northerly corner of the 146.441 acre tract, being an "ell" corner of the 131.000 acre tract, the most northerly northeast corner of the Frederick Seifert Survey No. 656, and the most westerly corner of the E. C. Gaines Survey No. 76;

THENCE, with the northeast line of the Frederick Seifert Survey No. 656, the southwesterly line of the E.C. Gaines Survey No. 76 and the C.T. & M.C. Railroad Company Survey No. 75, being the common line between the 146.441 acre tract and the 131.000 acre tract for the following five (5) courses:

- 1) S38°52'44"E, 171.67 feet to an iron rod found;
- 2) S39°40'14"E, 198.49 feet to an iron rod found;
- 3) S41°25'45"E, 618.27 feet to an iron rod found;
- 4) S43°31'24"E, 541.88 feet to an iron rod set;
- 5) S40°04'03"E, 166.69 feet to the intersection of the aforesaid common line with the new north right-of-way line of State Highway FM 2244, being the north line of the 6.4080 acre strip of land conveyed to the State of Texas for right-of-way and described in Volume 10664, Page 209 of the Travis County Deed Records; the said point of intersection bears N40°04'03"W, 0.11 feet from an iron rod found;

EXHIBIT A

12474 1666

Parcel A  
141.9705 Acres  
Page

Joseph Rohmuller Survey No. 642  
Frederick Seifert Survey No. 656  
93549.10  
October 11, 1993

THENCE, leaving the above said common line between the 146.441 acre tract and the 131.000 acre tract in a westerly direction crossing the 146.441 acre tract, along the said north line of the new right-of-way of State Highway FM 2244, being the northerly line of the 6.4080 acre parcel for the following six (6) courses:

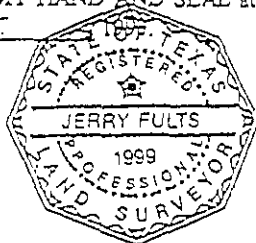
- 1) S66°02'38"W, 250.57 feet to the point of curvature of a curve to the right, said point bears N66°02'38"E, 0.16 feet from a concrete right-of-way monument found;
- 2) With the said curve to the right having a central angle of 30°23'05", a radius of 1,352.40 feet, a long chord of 708.82 feet (chord bears S81°14'11"W), for an arc distance of 717.20 feet to the point of tangency, said point bears N83°34'17"W, 0.42 feet from a concrete right-of-way monument found;
- 3) N83°34'17"W, 661.58 feet to a concrete right-of-way monument found at the point of curvature of a non-tangent curve to the left;
- 4) With the said non-tangent curve to the left having a central angle of 26°39'33", a radius of 1,512.39 feet, a long chord of 697.37 feet (chord bears S83°06'40"W) for an arc distance of 703.70 feet to a concrete right-of-way monument found;
- 5) S69°45'21"W, 641.02 feet to a concrete right-of-way monument found at the point of curvature of a non-tangent curve to the left;
- 6) With the said non-tangent curve to the left having a central angle of 14°24'11", a radius of 1,989.86 feet, a long chord of 498.90 (chord bears S62°32'53"W) for an arc distance of 500.22 feet to an iron rod found at the intersection of this northerly right-of-way line with the southwest line of the said 146.441 acre tract, being in the southwest line of the Joseph Rohmuller Survey No. 642 and the southeast line of the James Swisher Survey No. 152, same being the southeast line of a 33.052 acre tract conveyed to Henry Lamar Cato by a deed recorded in Volume 9102, Page 845 of the said Deed Records of Travis County, Texas;

THENCE, N41°12'09"W, with the common line between the Joseph Rohmuller Survey No. 642 and the James Swisher Survey No. 152, being the southwest line of the 146.441 acre tract, for a distance of 1,768.04 feet to a fence corner found for an angle point in the southerly line of a 923.346 acre tract conveyed to John Lloyd, Trustee, by a deed recorded in Volume 8084, Page 578 of the said Deed Records and is also a corner in the remainder tract held by the Federal Deposit Insurance Corporation, as described in the aforementioned partition deed, recorded in Volume 11791, Page 740 of the said Deed Records;

THENCE, N40°54'42"W, 247.61 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 141.9705 acres of land area.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 11 day of OCT.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

EXHIBIT A

12474 1567

Parcel B  
346.191 Acres  
Page  
93549/10

H.T. & B. Railroad Co. Survey No. 1  
H.C. Bohls Survey No. 1  
E.C. Gaines Survey No. 26  
C.T. & M.C. Railroad Co. Survey No. 75  
September 30, 1993

STATE OF TEXAS §  
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 346.191 acres situated in the H.T. & B. Railroad Co. Survey No. 1, the H.C. Bohls Survey No. 1, the E.C. Gaines Survey No. 26 and the C.T. & M.C. Railroad Survey No. 75, all in Travis County, Texas, being all of that certain 186.840 acre tract, a portion of that 56.210 acre tract, and a portion of that 50.000 acre tract, all conveyed to Southwest Travis County, Ltd. by a Special Warranty Deed Recorded in Volume 11383, Page 359 of the Deed Records of Travis County, Texas, also being a portion of that 56.652 acre tract (106.652 acres, save and except the 50.000 acre tract described in Volume 11383, Page 359 above) conveyed to Southwest Travis County, Texas, Ltd. by a deed recorded in Volume 11383, Page 379 of the said Deed Records; the said 346.191 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the southeast line of the above said 50.00 acre tract described in Volume 11383, Page 359 of the said Deed Records, being a point in the new northeast right-of-way line of State Highway FM 2244, being the most easterly northeast corner of that 6.4080 acre strip of land conveyed to the State of Texas for right-of-way purposes by a deed recorded in Volume 10664, Page 209 of the above said Deed Records; said iron rod bears S66°06'05"W, 134.99 feet from a concrete right-of-way monument found;

THENCE, S66°02'38"W, crossing the 50.00 acre tract and the 106.652 acre tract, with the new northeast right-of-way line of State Highway FM 2244, 1343.14 feet to an iron rod found in the west line of the 106.652 acre tract, being a southeasterly line of a 131.000 acre tract described in a Partition Deed to Timothy Horan, Jr., recorded in Volume 11791, Page 740 of the said Deed Records of Travis County, Texas;

THENCE, with the common line between the above said 106.652 acre tract and the 131.000 acre tract the following four (4) courses:

- 1) N39°21'30"W, 202.76 feet to an iron rod found;
- 2) S47°43'42"W, 62.43 feet to an iron rod found;
- 3) N41°35'54"W, 1,526.76 feet to an iron rod found;
- 4) N51°32'57"E, 502.33 feet to an iron pipe found;

THENCE, N54°02'41"E, continuing with the said common line between the 106.652 acre tract and the 131.000 acre tract, 20.80 feet to an iron rod set at the northwest corner of a 0.1756 acre tract conveyed to William T. Bunn by a deed recorded in Volume 11455, Page 769 of the said Deed Records;

THENCE, S42°56'37"E, leaving the above said common line between the 106.652 acre tract and the 131.000 acre tract, crossing through the 106.652 acre tract, at 55.85 feet pass the southeast corner of the William T. Bunn Tract, being the northwest corner of a 0.1756 acre tract conveyed to Davis & Associates by a deed recorded in Volume 11455, Page 769 of the said Deed Records, at a distance of 118.41 feet pass the southwest corner of the Davis & Associates tract being the northwest corner of a 0.1756 acre tract conveyed to James Shay by a deed recorded in Volume 11455, Page 775 of the said Deed Records, for a total distance of 182.08 feet to an iron rod set for an angle point at the southwest corner of the Shay Tract and the northwest corner of a

EXHIBIT A

12474 1668

Parcel B  
346.191 Acres  
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93549.10

H.T. & B. Railroad Co. Survey No. 1  
H.C. Bohls Survey No. 1  
E.C. Gaints Survey No. 26  
C.T. & M.C. Railroad Co. Survey No. 75  
September 30, 1993

0.1756 acre tract conveyed to Raydean Spradon by a deed recorded in Volume 11455, Page 778 of the said Deed Records;

THENCE, S30°48'07"E, 84.92 feet to an iron rod set at the southwest corner of the said Raydean Spradon Tract, being the northwest corner of a 0.1756 acre tract conveyed to Leon A. Thompson by a deed recorded in Volume 11455, Page 781 of the said Deed Records;

THENCE, S23°32'17"E, 88.03 feet to the southwest corner of the said Thompson Tract;

THENCE, N60°01'51"E, at a distance of 89.55 feet pass the southwest corner of the said Thompson Tract, being the southeast corner of a 0.2000 acre tract conveyed to Stephen Martin by a deed recorded in Volume 11460, Page 657 of the above said Deed Records (said point also being in the common line between the above mentioned 106.652 acre tract and the 56.210 acre tract) for a total distance of 189.55 feet to an iron rod set for the southeast corner of the Martin Tract;

THENCE, N20°38'28"W, at a distance of 85.83 feet pass the northeast corner of the said Martin Tract, being the southeast corner of a 0.2000 acre tract conveyed to John Southerland by a deed recorded in Volume 11460, Page 654 of the said Travis County Deed Records, at a distance of 167.25 feet pass the northeast corner of the Southerland Tract, being the southeast corner of a 0.2000 acre tract conveyed to Joseph Pinnell by a deed recorded in Volume 11460, Page 651 of the said Deed Records, at a distance of 253.03 feet pass the northeast corner of the Pinnell Tract, being the southeast corner of a 0.2000 acre tract conveyed to Phillip McCain by a deed recorded in Volume 11460, Page 648 of the said Deed Records, at a distance of 324.37 feet pass the northeast corner of the McCain Tract, being the southeast corner of a 0.2000 acre tract conveyed to Robert Mann by a deed recorded in Volume 11460, Page 645 of the said Deed Records, for a total distance of 590.72 feet to an iron rod set at the northeast corner of the Mann Tract;

THENCE, S51°42'28"W, 142.43 feet to an iron pipe found at the northwest corner of the Mann Tract, being the northeast corner of the Bunn Tract mentioned above, and a southeast corner of the 131.000 acre tract conveyed to Timothy Horan, Jr. described above, and is in the westerly line of the remainder of that 56.210 acre tract also described above;

THENCE, with the common line between the 131.000 acre tract and the remainder of that 56.210 acre tract for the following ten (10) courses:

- 1) N70°00'01"W, 565.19 feet to an iron rod found at an angle point;
- 2) N26°26'55"E, 444.10 feet to an iron rod found at an angle point;
- 3) N37°05'09"W, 182.57 feet to an iron rod found at an angle point;
- 4) N06°18'35"W, 328.85 feet to an iron rod found at an angle point;
- 5) N09°17'03"E, 275.78 feet to an iron rod found at an angle point;
- 6) N23°03'15"E, 156.10 feet to an iron rod found at an angle point;
- 7) N39°24'57"E, 207.31 feet to an iron rod found at an angle point;
- 8) N06°38'58"W, 415.05 feet to an iron rod found at an angle point;
- 9) N15°47'52"W, 647.46 feet to an iron rod found at an angle point;

EXHIBIT A

LOCAL OFFICE OF THE CLERK OF THE DISTRICT COURT  
TRAVIS COUNTY, TEXAS

12474 1669

Parcel B  
346.191 Acres  
Page  
95549.10

H.T. & B. Railroad Co. Survey No. 1  
H.C. Bohls Survey No. 1  
E.C. Gaines Survey No. 26  
C.T. & M.C. Railroad Co. Survey No. 75  
September 30, 1993

10) N06°59'17"E, at 493.00 feet pass an iron rod found for the most easterly northeast corner of the 131.000 acre tract, for a total distance of 599.55 feet to a PK nail set for an angle point in the said 56.210 acre tract;

THENCE, N27°27'24"E, at 396.50 feet pass the most northerly corner of the 56.210 acre tract, being a northwesterly corner of the aforementioned 186.840 acre tract, and continuing with the westerly line of the 186.840 acre tract, at a distance of 931.26 feet pass an iron rod set for reference, at a distance of 931.26 feet pass the existing edge of water for Lake Austin, for a total distance of 931.26 feet to a calculated point for an angle point in the said 186.840 acre tract;

THENCE, N61°48'42"E, with the north line of the 186.840 acre tract, 234.20 feet to a calculated point, from which an iron rod set for reference bears S13°47'58"E, 25.00 feet;

THENCE, N70°35'52"E, continuing with the said north line, 532.54 feet to a calculated point, from which an iron rod set for reference bears S21°33'52"E, 25.00 feet;

THENCE, N66°16'23"E, continuing with the said north line of the 186.840 acre tract, 447.10 feet to a calculated point;

THENCE, S26°08'52"E, continuing with the northeast line of the 186.840 acre tract, at 17.00 feet pass the existing edge of water for Lake Austin, at a distance of 27.00 feet pass an iron rod set for reference, for a total distance of 311.16 feet to an iron rod set at an angle point;

THENCE, N84°42'29"E, continuing with the said north line of the 186.840 acre tract, 213.98 feet to an iron rod set for an angle point;

THENCE, S83°37'19"E, continuing with the said north line of the 186.840 acre tract, 907.98 feet to an iron rod set for an angle point;

THENCE, S58°19'28"E, 1112.51 feet to an iron rod set for the most easterly northeast corner of the 186.840 acre tract, being in the west line of a 724.68 acre tract, conveyed to Dorothy Geiselman Baldwin by a deed recorded in Volume 5185, Page 1678 of the Travis County Deed Records, said point bears S28°42'12"W, 1,847.29 feet from an iron rod found for the most easterly northeast corner of a 923.346 acre tract of which the said 186.840 acre tract is a portion; the said 923.346 acre tract described in a deed recorded in Volume 8064, Page 578 of the above said Deed Records;

THENCE, S28°42'12"W, with the easterly line of the 186.840 acre tract, being and the westerly line of the 724.68 acre tract, 1,718.00 feet to a 60d nail found for the most easterly corner of the 106.652 acre tract and the 50.000 acre tract mentioned above;

THENCE, leaving the 186.840 acre tract and following the fenced common line between the above said 106.652 acre tract, the 50.00 acre tract, and the 724.68 acre tract mentioned above for the following eleven (11) courses:

- 1) S25°52'47"W, 31.84 feet to an iron pipe found;
- 2) S28°18'01"W, 235.42 feet to an iron rod found;
- 3) S27°46'07"W, 151.45 feet to an iron pipe found;
- 4) S27°49'53"W, 132.73 feet to an iron pipe found;

EXHIBIT A

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12474 1670

Parcel B  
346.191 Acres  
Page  
93549.10

H.T. & B. Railroad Co. Survey No. 1  
H.C. Bohls Survey No. 1  
E.C. Gaines Survey No. 26  
C.T. & M.C. Railroad Co. Survey No. 75  
September 30, 1993

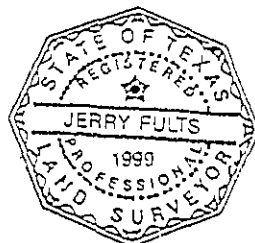
- 5) S28°25'43"W, 195.13 feet to an iron pipe found, from which a second iron pipe found bears N81°01'18"W, 6.02 feet;
- 6) S28°28'49"W, 956.06 feet to an iron pipe found;
- 7) S28°46'44"W, 325.08 feet to an iron pipe found;
- 8) S27°38'42"W, 210.84 feet to a 60D nail found in the base of a fence corner post;
- 9) S61°41'10"E, 271.58 feet to an iron pipe found;
- 10) S62°09'51"E, 583.22 feet to an iron pipe found;
- 11) S61°23'20"E, 390.54 feet to an iron pipe found for the southeast corner of the said 106.652 acre tract and the 50.000 acre tract, being the most northerly corner of that 7.909 acre tract conveyed to R. Bruce Waterfield by a deed recorded in Volume 11543, Page 986 of the said Deed Records;

THENCE, S44°52'21"W, with the common line between the 106.652 acre tract, the 50.000 acre tract, and the R. Bruce Waterfield Tract, 272.51 feet to an iron pipe found for the most northerly corner of a 4.995 acre tract conveyed to Amcor Investment Corp. by a deed recorded in Volume 9275, Page 552 of the said Deed Records;

THENCE, S44°31'01"W, leaving the said 7.909 acre tract, with the common line between the 106.652 acre tract, the 50.000 acre tract and the 4.995 acre tract, 641.54 feet to the PLACE OF BEGINNING, CONTAINING within these miles and bounds 346.191 acres of land area.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30 day of SEPT., 1993.



JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

EXHIBIT A

SEAL OF THE COUNTY CLERK  
TRAVIS COUNTY, TEXAS

12474 1671

EXHIBIT "B"

Description of the Bon Terre Property

All of the real property described as Tract I, Tract II, and Tract III on the succeeding pages of this Exhibit "B", SAVE AND EXCEPT (i) Lot 31, Block L, Lake Pointe Phase 1B, as shown by the plat recorded in Volume 95, Pages 18-22 of the Real Property Records of Travis County, Texas, and (ii) Lot 32, Block L, Lake Pointe Phase 1A, as shown by the plat recorded in Volume 95, Pages 15-17 of the Real Property Records of Travis County, Texas.

STATE OF TEXAS       §  
                              §  
COUNTY OF TRAVIS   §

FIELDNOTE DESCRIPTION of a 63.1140 acre tract of land in the Joseph Rohmuller Survey No. 642 and the Fredrick Seifert Survey No. 656, Travis County, Texas and being a part of that 146.441 acre tract (Tract One) conveyed to Southwest Travis County, Ltd. by deed recorded in Volume 11383, Page 379 of the Deed Records of Travis County, Texas; said 63.1140 acre tract of land is more particularly described by miles and bounds as follows:

Beginning at a 60-D nail found in the base of a fence corner post for the common corner between the Joseph Rohmuller Survey No. 642, the James Swisher Survey No. 152, the W.P. Moore Survey No. 525, and the H.T. & B. Railroad Co. Survey No. 1, being the most westerly northwest corner of the 146.441 acre tract, and also being an interior corner on the southeasterly line of that 446.0257 acre tract conveyed to Les Carter by deed recorded in Volume 12124, Page 1193 of the Deed Records of Travis County, Texas;

THENCE, N47°39'30"E, with the occupied northwest line of the Joseph Rohmuller Survey No. 642 and said 146.441 acre tract, being a southeast line of the H.T. & B. Railroad Co. Survey No. 1, and said 446.0257 acre tract, for a distance of 1,861.00 feet to an iron rod found at a fence corner for the most northerly corner of the aforesaid Joseph Rohmuller Survey No. 642 and the 146.441 acre tract, being an "ell" corner in the said H.T. & B. Railroad Co. Survey No. 1 and the most westerly corner of a 131.000 acre tract conveyed Timothy Horan, Jr., Trustee, by a partition deed recorded in Volume 11791, Page 740 of the Deed Records of Travis County, Texas;

THENCE, S47°19'54"E, with the common line between the said Joseph Rohmuller Survey No. 642 and the H.T. & B. Railroad Company Survey No. 1, being the common line between said 146.441 acre tract and the 131.000 acre tract for a distance of 694.95 feet to a 1/2" iron rod found for a northerly corner of that 23.8722 acre tract (Parcel "A"), conveyed to West Travis County Municipal Utility District No. 3 by deed conveyed in Volume 12307, Page 517 of the Deed Records of Travis County, Texas;

THENCE, leaving the common line between the Joseph Rohmuller Survey No. 642 and the H.T. & B. Railroad Company Survey No. 1 and between said 146.441 acre tract and said 131.000 acre tract, with the westerly and southerly lines of said 23.8722 acre tract, the following fourteen (14) courses:

- 1) S51°53'05"W, a distance of 119.47 feet to a 100d nail found;
- 2) S53°03'42"W, a distance of 135.52 feet to a 100d nail found;
- 3) S52°52'29"W, a distance of 140.76 feet to a 100d nail found;
- 4) N65°30'36"W, a distance of 280.00 feet to an iron rod found;
- 5) S11°56'04"W, a distance of 175.00 feet to an iron rod found;
- 6) S55°03'55"E, a distance of 202.34 feet to a cotton gin spindle found;
- 7) S00°54'29"W, a distance of 195.46 feet to a cotton gin spindle found;
- 8) S01°46'51"W, a distance of 148.13 feet to a cotton gin spindle found;

EXHIBIT B

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12474 1673

- 9) S56°02'24"W, a distance of 187.18 feet to a 100d nail found;
- 10) S02°03'52"E, a distance of 259.28 feet to a 100d nail found;
- 11) N48°24'47"E, a distance of 165.00 feet to a 100d nail found;
- 12) S41°35'13"E, a distance of 219.97 feet to a 100d nail found;
- 13) S44°39'03"E, a distance of 192.04 feet to a cotton gin spindle found;
- 14) N20°14'23"E, a distance of 123.59 feet to a 1/2" iron rod set for corner;

THENCE, leaving the southerly line of said 23.8722 acre tract and crossing the aforesaid 146.441 acre tract the following eight (8) courses:

- 1) S42°14'3"E, a distance of 143.25 feet to a 1/2" iron rod set;
- 2) S20°55'28"E, a distance of 248.59 feet to a 1/2" iron rod set;
- 3) N69°04'32"E, a distance of 115.00 feet to a 1/2" iron rod set;
- 4) S20°55'28"E, a distance of 70.00 feet to a 1/2" iron rod set;
- 5) N69°04'32"E, a distance of 23.97 feet to a 1/2" iron rod set;
- 6) S25°55'28"E, a distance of 190.74 feet to a 1/2" iron rod set;
- 7) S38°16'40"E, a distance of 125.72 feet to a 1/2" iron rod set;
- 8) S20°14'39"E, a distance of 86.42 feet to a 1/2" iron rod set on the northerly right-of-way line of FM2244 (variable, width right-of-way) as described in deed to the State of Texas (6.4080 acres) recorded in Volume 10664, Page 209 of the Deed Records of Travis County, Texas, from which a found highway right-of-way monument bears N69°45'21"E, 107.55 feet;

THENCE, S69°45'21"W, with the northerly right-of-way line of FM2244 and northerly line of said 6.4080 acre tract, a distance of 533.47 feet to a highway right-of-way monument found for the point of curvature of a non-tangent curve to the left;

THENCE, southwesterly, with said non-tangent curve to the left having a radius of 1989.86 feet and a central angle of 14°24'11" (chord bears S62°32'54"W, 498.90 feet) for an arc distance of 500.22 feet to an iron rod found at the intersection with the southwesterly line of the aforesaid 146.441 acre tract same being the easterly line of that 31.9094 acre tract conveyed to Technology Properties, Inc. by deed recorded in Volume 12101, Page 1833 of the Deed Records of Travis County, Texas, and also being the common line between the Joseph Rohmuller Survey No. 642 and the James Swisher Survey No. 152;

TRACT I  
63.1140 Acres  
Page 3

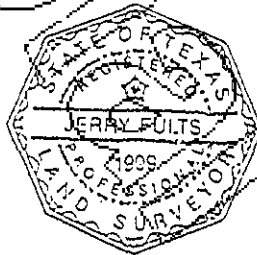
94552.70  
March 10, 1995

THENCE, N41°12'09"W, leaving the northerly right-of-way line of FM2244, with common line between the Joseph Rohmuller Survey No. 642 and the James Swisher Survey No. 152 being the southwesterly line of said 146.441 acre tract, a distance of 1768.04 feet to a fence corner found for an angle point and being in the southerly line of the aforesaid 466.0257 acre tract;

THENCE, N40°54'42"W, 247.61 feet to the POINT OF BEGINNING, CONTAINING within these acres and bounds 63.1140 acres of land.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 13 day of MARCH, 1995.



JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

EXHIBIT B

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12474 1675

STATE OF TEXAS

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§

COUNTY OF TRAVIS

FIELDNOTE DESCRIPTION of an 54.9843 acre tract of land in the Frederick Seifert Survey No. 656 and the Joseph Rohmuller Survey No. 642, in Travis County, Texas, and being a part of that 146.441 acre tract (Tract One) conveyed to Southwest Travis County, LTD by special warranty deed recorded in Volume 11383, Page 379 of the Deed Records of Travis County, Texas; said 54.9843 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set on the northerly right-of-way line of FM 2244 (variable width right-of-way) as described in deed to the State of Texas (6.4080 acres) recorded in Volume 10664, Page 209 of the Deed Records of Travis County, Texas, from which a found concrete right-of-way monument bears S69°45'21"W, 583.47' and the intersection of the westerly line of said 146.441 acre tract with the northerly right-of-way line of FM 2244 bears S66°16'22"W, 1030.33 feet;

THENCE, crossing the said 146.441 acre tract the following eight (8) courses:

- 1) N20°14'39"W, a distance of 86.42 feet to a 1/2" iron rod set for corner,
- 2) N38°16'40"W, a distance of 125.72 feet to 1/2" iron rod set for corner,
- 3) N25°55'28"W, a distance of 190.74 feet to a 1/2" iron rod set for corner,
- 4) S69°04'32"W, a distance of 23.97 feet to a 1/2" iron rod set for corner,
- 5) N20°55'28"W, a distance of 70.00 feet to a 1/2" iron rod set for corner,
- 6) S69°04'32"W, a distance of 115.00 feet to a 1/2" iron rod set for corner,
- 7) N20°55'28"W, a distance of 249.59 feet to a 1/2" iron rod set for corner,
- 8) N42°14'34"W, a distance of 143.25 feet to a 1/2" iron rod set, on the southerly line of that 23.8722 acre tract (Parcel "A") conveyed to West Travis County Municipal Utility District No. 3 by deed recorded in Volume 12307, Page 0511 of the Deed Records of Travis County, Texas;

THENCE, with the southerly line of said 23.8722 acre tract the following six (6) courses:

- 1) N20°14'23"E, a distance of 277.74 feet to a cotton gin spindle found for corner,
- 2) N86°35'11"E, a distance of 293.05 feet to a 100d nail found for corner,
- 3) S20°31'04"E, a distance of 331.18 feet to a 100d nail found for corner,
- 4) N80°47'09"E, a distance of 191.37 feet to a 100d nail found for corner,
- 5) N25°21'13"E, a distance of 339.29 feet to a 100d nail found for corner,
- 6) S79°24'25"E, a distance of 328.99 feet to an iron rod found for the southeast corner of the Joseph Rohmuller Survey No. 642 and the southwest corner of the H.T. & B. Railroad Co. Survey No. 1, being in the northerly line of the Frederick Seifert Survey No. 656, an "ell" corner of the aforesaid 146.441 acre tract and a southwesterly corner of a 131.00 acre tract conveyed to Timothy Horan, Jr., Trustee by partition deed recorded in Volume 11791, Page 740 of the Deed Records of Travis County, Texas;

THENCE, N48°20'57"E, with said common line between the H.T. & B. Railroad Co. Survey No. 1, and the Frederick Seifert Survey No. 656, 863.48 feet to an iron rod found for a northerly corner of the 146.441 acre tract, being an "ell" corner of the 131.00 acre tract, the most northerly northeast corner of the Frederick Seifert Survey No. 656, and the most westerly corner of the E.C. Gaines Survey No. 76;

THENCE, with the northeast line of the Frederick Seifert Survey No. 656, the southwesterly line of the E.C. Gaines Survey No. 76 and the C.T. & M.C. Railroad Company Survey No. 75, being the common line between the 146.441 acre tract and the 131.000 acre tract for the following five (5) courses:

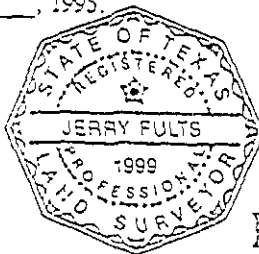
- 1) S38°52'44"E, 171.67 feet to an iron rod found;
- 2) S39°40'14"E, 198.49 feet to an iron rod found;
- 3) S41°26'45"E, 616.27 feet to an iron rod found;
- 4) S43°31'24"E, 541.88 feet to a cotton gin spindle set;
- 5) S40°04'03"E, 166.69 feet to the intersection of the aforesaid common line with the said northerly right-of-way line of FM 2244, same being the northerly line of said 6.4080 acre tract from which a found iron rod bears S40°04'03"E, 0.11 feet;

THENCE, with the northerly right-of-way line of FM 2244 and the northerly line of said 6.4080 acre tract the following five (5) courses:

- 1) S66°02'38"W, a distance of 250.57 feet to the point of curvature of a curve to the right, from which a found concrete right-of-way monument bears S66°02'38"W, 0.15 feet;
- 2) With said curve to the right having a central angle of 30°23'05" and a radius of 1,352.40 feet (chord bears S81°14'11"W, 708.82 feet) for an arc distance of 717.20 feet to an iron rod set for a point of tangency, from which a found concrete right-of-way monument bears S83°34'17"E, 0.42 feet;
- 3) N83°34'17"W, a distance of 681.58 feet to a concrete right-of-way monument found at the point of curvature of a non-tangent curve to the left;
- 4) With the said non-tangent curve to the left having a central angle of 26°35'33" and a radius of 1,512.39 feet (chord bears S83°06'40"W, 697.37 feet) for an arc distance of 703.70 feet to a concrete right-of-way monument found;
- 5) S69°45'21"W, a distance of 107.55 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 54.9843 acres of land.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 12 day of MARCH, 1995.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

EXHIBIT B

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12474 1677

STATE OF TEXAS

COUNTY OF TRAVIS

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FIELD NOTE DESCRIPTION of an 24.1167 acre tract of land in the E.C. Gaines Survey No. 76 and the C.T. & M.C. Railroad Co. Survey No. 75 in Travis County, Texas, and being a part of that 56.652 acre tract (Tract Two - 106.652 acres, save and except 50.00 acres) conveyed to Southwest Travis County, LTD by special warranty deed recorded in Volume 11383, Page 379 of the Deed Records of Travis County, Texas; said 24.1167 acre tract of land also being all of that 0.0371 acre tract conveyed to Southwest Travis County, LTD by deed recorded in Volume 12332, Page 650 and all of that 0.0136 acre tract conveyed to Southwest Travis County, LTD by deed recorded in Volume 12332, Page 647, both of the Deed Records of Travis County, Texas and further being a portion of the Lake Pointe Lot "A" subdivision according to the plat thereof recorded in Book 93, Pages 39-40 of the Map Records of Travis County, Texas; said 24.1167 acre tract of land is more particularly described, by metes and bounds as follows:

BEGINNING at an iron rod found on the northerly right-of-way line of FM 2244 (variable width right-of-way) as described in deed to the State of Texas (6.4080 acres) recorded in Volume 10664, Page 209 of the Deed Records of Travis County, Texas, and being in the westerly line of said 56.652 acre tract (Tract Two - 106.652 acres, save and except 50.00 acres) conveyed to Southwest Travis County, LTD, same being a southeasterly line of a 131.000 acre tract conveyed to Timothy Horan, Jr., Trustee by partition deed recorded in Volume 11591, Page 740 of the Deed Records of Travis County, Texas, from which a found concrete right-of-way monument bears S66°02'38"W, 368.18 feet;

THENCE, with the common line between the said 56.652 acre tract and the 131.000 acre tract the following four (4) courses:

- 1) N39°21'30"W, 202.76 feet to 1/2" iron rod found;
- 2) S47°43'42"W, 62.43 feet to 1/2" iron rod found;
- 3) N41°35'54"W, 1,526.76 feet to an iron pipe found;
- 4) N51°32'57"E, 502.33 feet to an iron pipe found;

THENCE, N54°02'43"E, continuing with the said common line between the 106.652 acre tract and the 131.000 acre tract, a distance of 20.81 feet to an iron rod found at the northwest corner of a 0.1756 acre tract conveyed to William T. Gunn by a deed recorded in Volume 11455, Page 769 of the said Deed Records;

THENCE, S42°56'37"E, leaving the said common line between the 106.652 acre tract and the 131.000 acre tract, crossing the 106.652 acre tract, at 55.85 feet pass the southeast corner of the William T. Gunn Tract, being the northwest corner of a 0.1756 acre tract conveyed to Davis & Associates by a deed recorded in Volume 11455, Page 772 of the said Deed Records, at 118.41 feet pass the southwest corner of the Davis & Associates tract, being the northwest corner of a 0.1756 acre tract conveyed to James Shay by a deed recorded in Volume 11455, Page 775 of the said Deed Records, at a distance of 182.00 feet pass the northeasterly corner of the aforesaid 0.0136 acre tract for a total distance of 211.40 feet to an iron rod found for corner,

THENCE, S36°17'27"E, with the northeasterly line of said 0.0136 acre tract at 57.04 feet pass the northeasterly corner of the aforesaid 0.0371 acre tract, and continuing with the northeasterly line of said 0.0371 acre tract for a total distance of 84.99 feet to an iron rod found for corner,

EXHIBIT B

12474 1678

THENCE S28°13'41"E, continuing with the northeasterly line of said 0.0371 acre tract at 59.37' pass a 1/2" iron rod found for the southeasterly corner of said 0.371 acre tract, same being a westerly corner of that 87.2985 acre tract conveyed to West Travis County Municipal Utility District No. 3 by deed recorded in Volume 12307, Page 511 of the Deed Records of Travis County, Texas, and continuing for a total distance of 217.84 to an iron rod found for corner;

THENCE, with the southwesterly line of said 87.2985 acre tract the following three (3) courses:

- 1) S30°59'06"E, a distance of 95.64 feet to a 1/2" rod found for corner;
- 2) S03°05'24"E, a distance of 126.33 feet to a 1/2" iron rod found for corner;
- 3) N46°40'40"E, a distance of 343.55 feet to a 1/2" iron rod found for corner;

THENCE, leaving the southerly line of said 87.2985 acre tract, crossing said 56.652 acre tract the following eleven (11) courses:

- 1) S47°48'11"E, a distance of 74.00 feet to a 1/2" iron rod set for corner;
- 2) S55°23'09"E, a distance of 74.00 feet to a 1/2" iron rod set for corner;
- 3) S58°17'39"E, a distance of 196.44 feet to a 1/2" iron rod set for corner;
- 4) S64°25'10"E, a distance of 100.00 feet to a 1/2" iron rod set for corner and being in a curve to the left;
- 5) Southwesterly with said curve to the left having a radius of 420.00 feet and a central angle of 46°51'46" (chord bears S02°08'57"W, 334.03 feet) for an arc distance of 343.52 feet to a 1/2" iron rod set for a point of tangency;
- 6) S21°16'56"E, a distance of 9.21 feet to a 1/2" iron rod set for the point of curvature of a curve to the left;
- 7) Southeasterly with said curve to the left having a radius of 25.00 feet and a central angle of 92°38'34" (chord bears S67°36'13"E, 36.16 feet) for an arc distance of 40.42 feet to a 1/2" iron rod set for corner;
- 8) S21°35'39"E, a distance of 70.06 feet to an iron rod set for corner and being in a curve to the left;
- 9) Southwesterly with said curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bears S21°04'30"W, 35.36 feet) for an arc distance of 39.27 feet to a 1/2" iron rod set for a point of tangency;
- 10) S23°55'30"E, a distance of 26.35 feet to a 1/2" iron rod set for the point of curvature of a curve to the left;
- 11) Southeasterly with said curve to the left having a radius of 420.00 feet and a central angle of 09°54'56" (chord bears S28°52'58"E, 72.59 feet) at 38.18 feet passing the northerly line of the aforesaid Lake Pointe Lot "A" subdivision, and continuing for a total arc distance of 72.68 feet to a 1/2" iron rod set for a point of tangency;

EXHIBIT B

12474 1679

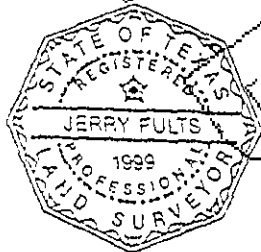
THENCE, crossing said Lake Pointe Lot "A" subdivision the following three (3) courses:

- 1) S33°50'25"E, a distance of 103.07 feet to a 1/2" iron rod set for the point of curvature of a curve to the right;
- 2) Southeasterly with said curve to the right having a radius of 520.00 feet and a central angle of 09°33'03" (chord bears S28°53'54"E, 89.60 feet) for an arc distance of 89.71 feet to a 1/2" iron rod set for a point of tangency;
- 3) S23°57'22"E, a distance of 72.77 feet to a 1/2" iron rod set on the aforesaid northerly right-of-way line of FM 2244;

THENCE, S66°02'33"W, with the northerly right-of-way line of FM 2244 and the northerly line of the aforesaid 6.4080 acre tract, a distance of 450.32 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 24.1167 acres of land.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 13 day of MARCH, 1995.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

EXHIBIT B

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12474 1680

EXHIBIT "C"

Boundary Fencing Diagram

Unofficial Document

LAND DESIGN STUDIO  
8711 Burnet Road Suite 200  
Austin, Texas 78757  
Phone 512-452-4522  
Fax 512-452-4523

LAKE REINTE AN  
LAKE AUSTIN

PROJECT

1860-1-1

PROJECT NAME

R.S. & G.D.

DRAWN BY

PRIMARY FENCE @  
SECONDARY DRAIN

SHEET COUNT

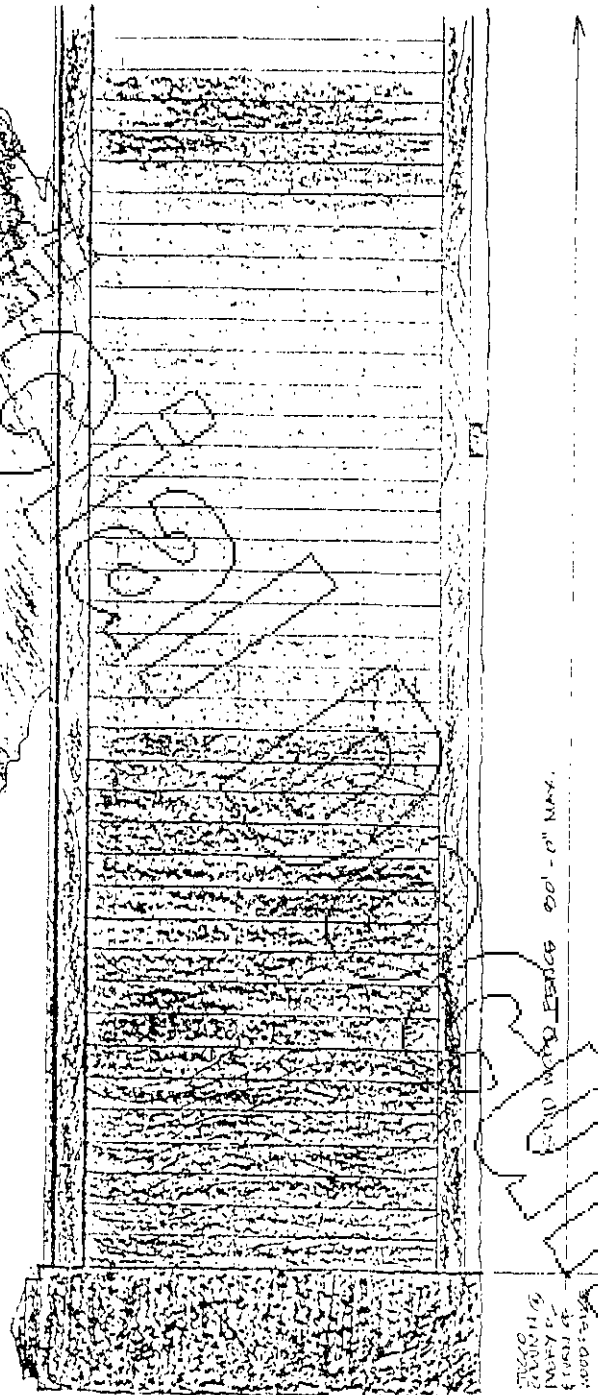
3-9-95

DATE

SK. 3 1/2" x 1-0"

BY NAME

Exhibit C  
Boundary  
Fencing



NO WOOD FENCE 80' - 0" MAX.

NO WOOD FENCE 80' - 0" MAX.

EXHIBIT C

REAL PROPERTY RECORDS  
COUNTY OF DALLAS  
TEXAS

12474 1682

EXHIBIT "D"

Habitat Lot Fencing Specifications

Unofficial Document

LAKE POINTE ON  
 LAKE AUSTIN

PROJECT

1000.2.1

PROJECT NAME

RS

UNAPPROVED

BACKYARD FENCE  
 @ PRESERVE

SHEET COUNT

D.G. 15

DATE

SK-1-11-04

SHEET NO.

Exhibit D  
 Habitat  
 Lot  
 Fencing

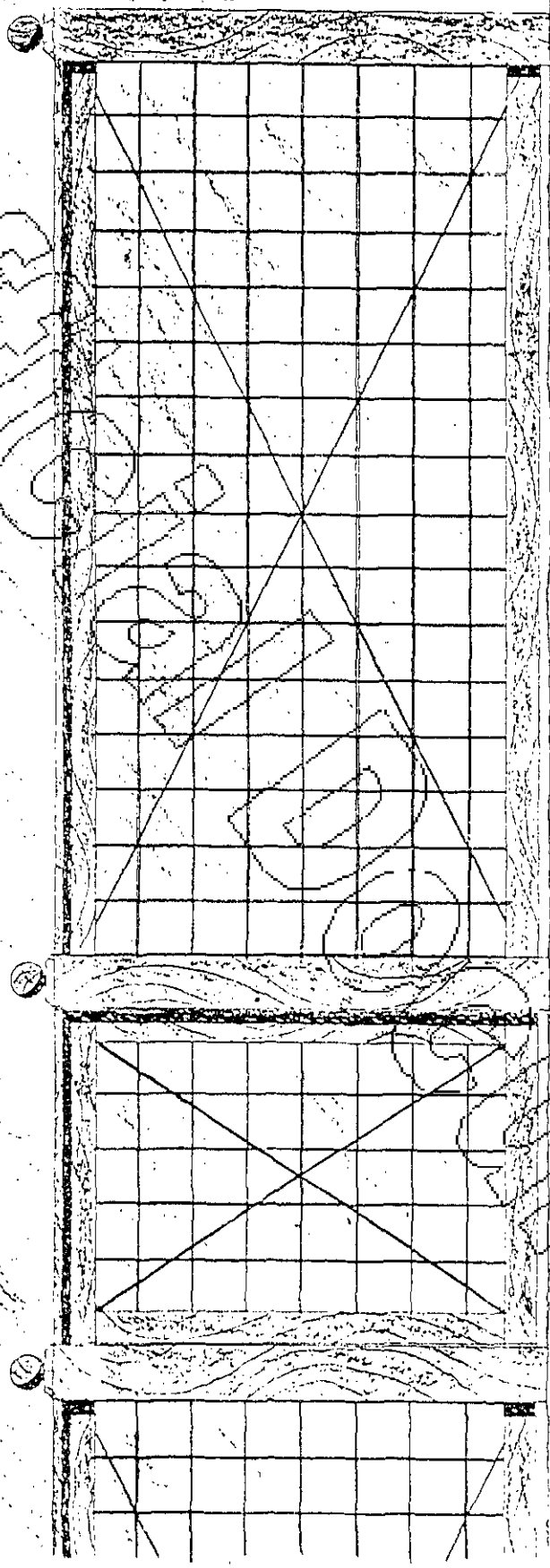


EXHIBIT D

SCALE: 1" = 10'

12474 1684

EXHIBIT "E"

Master Plan - Description of Commercial Site

Unofficial Document

06377 03748 REALEST 61449

EXHIBIT E

REAL PROPERTY RECORDS  
TRANSFERS & ENCUMBRANCES

12474 1685

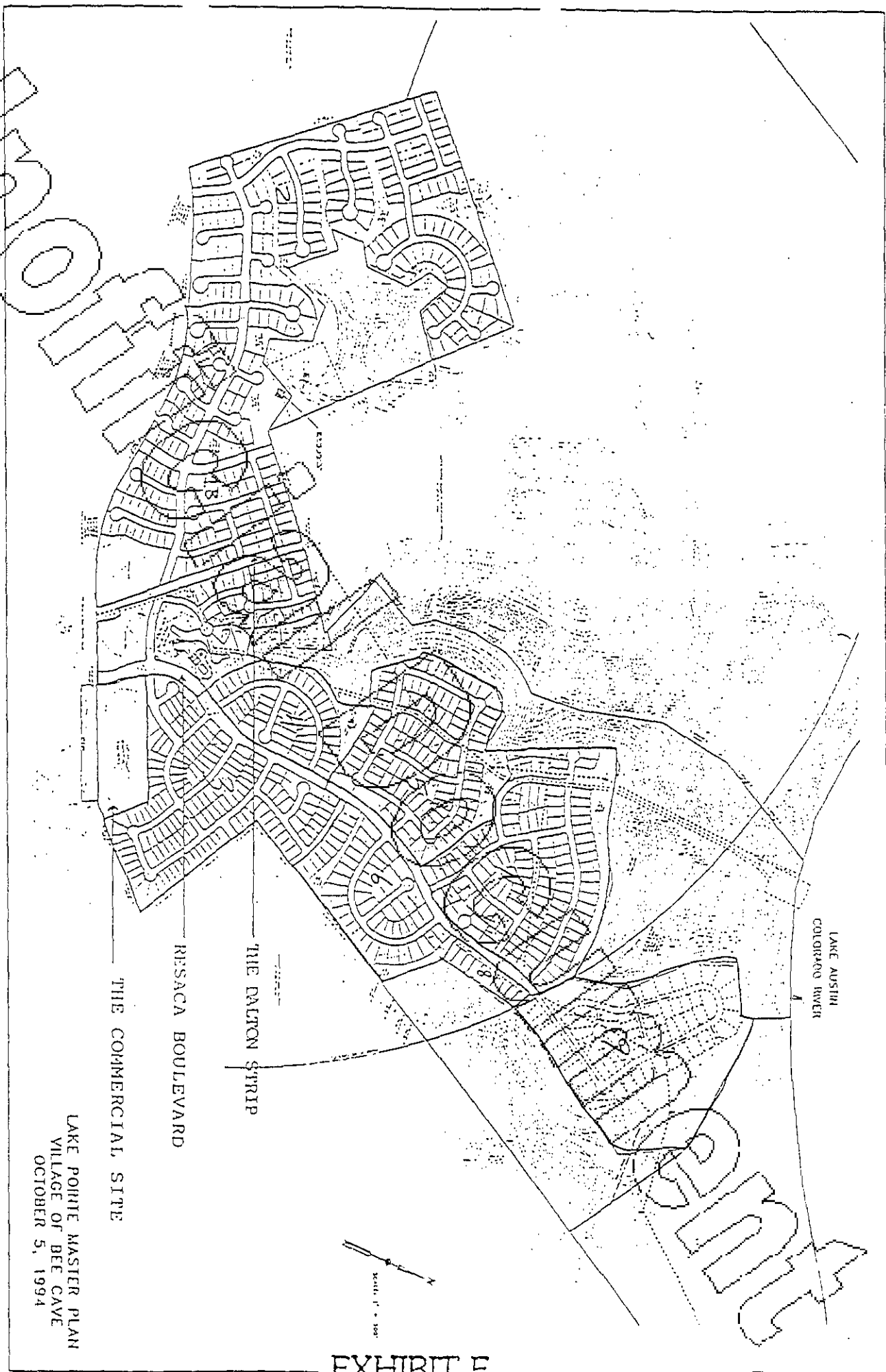


EXHIBIT E

LAKE POINTE MASTER PLAN  
VILLAGE OF BEE CAVE  
OCTOBER 5, 1994

RESACA BOULEVARD

THE COMMERCIAL SITE

THE DALTON STRIP

LAKE AUSTIN  
COLORADO RIVER

Scale: 1" = 100'

HEALING HILLS  
LANDS COMPANY  
12474 1686

EXHIBIT "F"

Commercial Restrictions

Unofficial Document

Exhibit F

1. The Commercial Site may be used for retail or office purposes.
2. Maximum impervious cover on the Commercial Site shall be limited to seventy-five percent (75%).
3. No improvement which shall be utilized as an office shall be greater than three (3) stories high.
4. No improvement which shall be utilized for retail purposes shall be greater than one (1) story high.
5. No buildings shall be constructed within one hundred fifty feet (150') of Resaca Boulevard.
6. One pole sign, no greater than twelve feet (12') in height, shall be permitted upon the Commercial Site.
7. A twenty-five foot (25') landscape buffer shall be established on any site adjacent and parallel to Bee Cave Road or Resaca Boulevard. Such buffer will not preclude driveways or sidewalks.
8. No drive-through restaurants will be permitted on the Commercial Site.
9. All retail buildings within the Commercial Site must face toward Resaca Boulevard or Bee Cave Road.
10. The exterior walls of all retail buildings constructed within the Commercial Site must be one hundred percent (100%) glass, masonry, or stucco.

EXHIBIT "G"

Masonry Requirements

LAKE POINTE COMMUNITY  
MASONRY AND CHIMNEY RESTRICTIONS  
BON TERRE RESIDENTIAL  
JOEL H. ROBUCK  
JULY 5, 1995

Exhibit G - Masonry Requirements Chart

Location of Home	Specifications
<b>MASONRY RESTRICTIONS (Section 3.33)</b>	
Interior Homesite	
Front wall	100% masonry, unless Architectural Committee approves plan
Side walls	First story - 100% masonry Second story - Wood or masonry
Rear wall	Wood or masonry
Home adjacent to Sonoma Drive, Resaca Blvd., Napa Drive south of Sonoma Drive, Bayton Drive south of Sonoma Drive or Bee Cave Road.	
Front wall	100% masonry, unless Architectural Committee approves plan
Side wall adjacent to above streets	100% masonry on both stories
Side interior wall	First story - 100% masonry Second story - Wood or masonry
Rear wall	Wood or masonry
<b>CHIMNEY RESTRICTIONS (Section 3.34)</b>	
Interior Homesite	
Front perimeter	Masonry on three sides, with wood allowed on side adjacent to roof
Side perimeter	Wood or masonry
Rear perimeter	Wood or masonry
Non perimeter roof penetration	Wood or masonry
Home adjacent to Sonoma Drive, Resaca Drive, Napa Drive south of Sonoma Drive, Bayton Drive south of Sonoma Drive or Bee Cave Road	
Front perimeter	Masonry on three sides, with wood allowed on side adjacent to roof
Side perimeter adjacent to above streets	Masonry on three sides, with wood allowed on side adjacent to roof
Side perimeter	Wood or masonry
Rear perimeter	Wood or masonry
Non perimeter roof penetration	Wood or masonry

FILED

95 JUL -7 PM 5:01

DAVID M. HARRIS  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

AUSTIN TITLE COMPANY  
1717 W. 6th STREET, SUITE 120  
AUSTIN, TEXAS 78703

STATE OF TEXAS COUNTY OF TRAVIS  
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 Travis County, Texas, on

JUL 7 1995



*David M. Harris*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

1691 47421



***Planning and Zoning Commission Meeting  
4/18/2023  
Agenda Item Transmittal***

**Agenda Item:** 6.

**Agenda Title:** Agenda Planning

**Commission Action:**

**Department:** Planning and Dev. - PZ Agenda

**Staff Contact:** E. Megan Will, Director of Planning & Development

**1. INTRODUCTION/PURPOSE**

The purpose of this agenda item is for staff to alert the Commissioners of items tracking for upcoming meeting agendas.

**2. DESCRIPTION/JUSTIFICATION**

**a) Background**

**b) Issues and Analysis**

**3. FINANCIAL/BUDGET**

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

**4. TIMELINE CONSIDERATIONS**

**5. RECOMMENDATION**

Include this item on all future meeting agendas as "Agenda Management".



***Planning and Zoning Commission Meeting***  
***4/18/2023***  
***Agenda Item Transmittal***