

CAMINO CREST 2

PLANNED DEVELOPMENT DISTRICT

Approved _____ July 13 _____, 2022

AN ORDINANCE OF THE CITY OF UHLAND, TEXAS ZONING APPROXIMATELY 29.017 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE HIGH ROAD AND STATE HIGHWAY 21 INTERSECTION, WITH GEO REFERENCE CODE 10-0014-0102-00000-2; ESTABLISHING LAND USE AND DEVELOPMENT STANDARDS, TO THE CAMINO CREST 2 PLANNED DEVELOPMENT ZONING DISTRICT; PROVIDING FOR THE CONSTRUCTION AND OPERATION OF A HIGH QUALITY MULTI-FAMILY RESIDENTIAL (DUPLEX) COMMUNITY AND A COMMERCIAL PORTION FRONTING STATE HIGHWAY 21; AND PROVIDING FOR: RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, Silver Mount Holdings, LLC, ("**Owner**") owns a total of 29.017 acres of land, more or less, located in Hays County, Texas, and more particularly described by the metes and bounds description and the survey which are collectively attached as **Exhibit "A"** (the "**Property**"). The Property is located wholly within the City's corporate limits; and

WHEREAS, Owner applied to zone the Property to the Planned Development District to develop the Property as a high quality, multi-family (duplex) residential community with a commercial portion fronting State Highway 21 (the "Project"), that will benefit and serve the present and future citizens of the City as generally delineated in the PDD Concept Plan attached as Exhibit "B" to Attachment "A", and the Permitted and Prohibited Uses attached as Exhibit "C" to Attachment "A"; and

WHEREAS, a Planned Development District ("**PDD**") accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required under conventional development standards to create a superior development to that which would occur using conventional regulations; and

WHEREAS, the City of Umland seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed zoning application and reported its recommendation on the amendments to the City Council; and

WHEREAS, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed zoning and finds

that the proposed zoning is reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

WHEREAS, the City finds that the land use and development standards established in the proposed **CAMINO CREST 2 PDD** Project are consistent to promote the public health, safety, and general welfare of those living in, working in, and visiting the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umland:

ARTICLE I. FINDINGS OF FACT AND SHORT TITLE

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein. This Ordinance shall be commonly cited as the “**CAMINO CREST 2 PD**”.

ARTICLE II. ENACTMENT

A. Development Plan. This Ordinance, together with *Attachment “A”* and the exhibits thereto constitutes the land use standards and development plan for the **CAMINO CREST 2 PDD** Project upon the Property, as reflected in *Attachment “A”*, covered by this Ordinance. All land use and development of the **CAMINO CREST 2 PDD** Project on the Property must conform to the limitations and conditions set forth in this Ordinance, *Attachment “A”* and the exhibits thereto. Enactment of this Ordinance shall constitute the City’s approval of the land use standards and development plan set forth herein. The official zoning map of the City is hereby amended to reflect the zoning designations established in *Attachment “A”*.

B. Planned Development (PD) Concept Plan. The **CAMINO CREST 2 PDD** Concept Plan detailed in Exhibit B of *Attachment “A”*, is hereby approved.

C. Variances. The approval of this Ordinance and Exhibits A-D of *Attachment “A”* constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards for the **CAMINO CREST 2 PDD** Project that were not addressed by the development standards contained herein, the City shall consider this Ordinance, the **CAMINO CREST 2 PDD** Concept Plan, and the City’s, then existing, Ordinances collectively.

D. Resolution of Conflicts. The documents governing the **CAMINO CREST 2 PDD** should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict

arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

E. Attachments and Exhibits. The following Attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “A” – Camino Crest 2 Planned Development District

Exhibit “A”	Description of the Property
Exhibit “B”	PD Concept Plan
Exhibit “C”	Permitted and Prohibited Uses
Exhibit “D”	Open Space and Fencing Plan

ARTICLE III. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

ARTICLE IV. PROPERTY RECORDS

The City Secretary is hereby directed to record a Notice of this Ordinance in the real property records of the County.

ARTICLE V. PUBLICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Ordinances as required by Chapter 52 of the Texas Local Government Code.

ARTICLE VI. PROPER NOTICE & MEETING

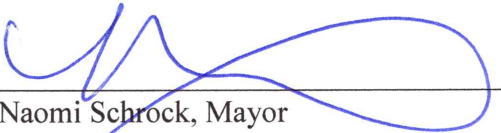
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ARTICLE VII. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage by the City Council and publication as required by law.

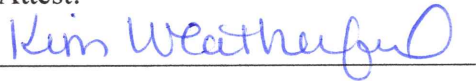
PASSED AND APPROVED this, the 13th day of July 2022.

CITY OF UHLAND, TEXAS:

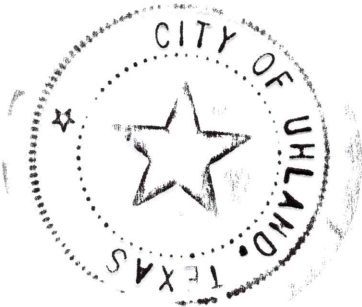


Naomi Schrock, Mayor

Attest:



Kim Weatherford, City Secretary



Attachment "A"

**CAMINO CREST 2 PLANNED
DEVELOPMENT AGREEMENT**

**SECTION 1.
ENACTMENT PROVISIONS**

1.1 Popular Name.

This Planned Development Agreement ("PDD") shall be commonly cited as the "**CAMINO CREST 2 PDD**".

1.2 Purpose.

This Ordinance sets forth the City Council's approval of the "**Camino Crest 2 Planned Development District**" and establishes the land use and development standards for said PDD, to include zoning, for the construction and operation of a high quality multi-family residential community and a commercial portion fronting State Highway 21.

1.3 Scope.

This Ordinance applies to the Property as described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 2.
DEFINITIONS**

2.1 General

Words and phrases used in this Ordinance shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the City Code of Ordinances, shall be given the meanings set forth in the Ordinance for which it is defined. Words and phrases not defined in any City Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural shall include the singular, and words in the masculine gender shall include the female gender; and vice-versa. The word "shall" is always mandatory and the word "may" is merely directory. Headings and captions are for reference only.

2.2 Specific.

- a. Applicable Requirements:* shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the **CAMINO CREST 2 PDD** Development Standards stated herein.

- b. City:* shall mean the City of Umland, Texas, a Texas Type A, general law city.
- c. City Administrator:* shall mean the person or entity engaged by City to serve in the capacity of City's chief administrative officer.
- d. City Code of Ordinances:* shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
- e. City Council:* shall mean the governing body of the City of Umland, Texas.
- f. City Engineer:* shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Umland, Texas.
- g. Commercial:* shall mean the portion of the Property zoned to based zoning district General Business (GB), modified as provided in this Ordinance.
- h. Concept Plan:* shall mean the Concept Plan attached hereto as Exhibit "B", which shows the boundary of the Porperty and location of notable drainage areas. The Concept pLan, along with other exhibits attached hereto, also provides private parkland areas, buildings, setbacks, and other pertinent developmet features.
- i. County:* shall mean Hays County.
- j. Development Standards:* shall mean the land use standards for the Property as described in this Ordinance. All land use and development of the Property in the **CAMINO CREST 2 PDD** must conform to the limitations and conditions set forth in this Ordinance.
- k. Development Plan:* shall mean this Ordinance, and the exhibits attached hereto.
- l. Dwelling Unit:* shall mean a residential unit providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.
- m. Effective Date:* and similar references shall mean the date of the duly passed and approved Ordinance adopting this Ordinance.
- n. Final Plat:* shall mean a map of a subdivision, addition or development, together with any applicable development plan, covenants, restrictions, dedications or easements, to be recorded in the County property records after approval by City.
- o. Lot:* shall mean any individual parcel of land subdivided within the Project for a specific permitted use.

- p. **Multifamily Residential Community:** shall mean, collectively, all of the lots developed for multifamily residential use located within the Project.
- q. **Multifamily:** when used in this PDD, shall mean and be restricted to Two-Family Residential uses.
- r. **Open Space:** shall mean and include common areas, park land and any other improved Lot for the use by the general public.
- s. **Owner:** shall mean (i) the Owner named above, or (ii) any subsequent owner of a part of the Property that is a successor or assignee of rights from Owner.
- t. **Preliminary Plat:** shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.
- u. **Project:** shall mean the Camino Crest 2 Planned Development on the Property as generally delineated in the PDD Concept Plan attached as Exhibit “B” developed in accordance with the Applicable Regulations.
- v. **Property:** shall have the meaning set forth in the recitals to this Ordinance, and consists of the 29.017_acres of land, more or less, located in Hays County, Texas, and more particularly described in Exhibit “A”.
- w. **Unit:** shall mean each individual space to be occupied for a particular use on a Lot.

**SECTION 3.
LAND USE AND ZONING**

- 3.1 Zoning.** The Property is hereby zoned to the “**Camino Crest Planned Development District**”. The base zoning for the PDD shall be Multiple Family Dwelling District 1 (MF-1) for the multi-family portion of the project shown on the Concept Plan and General Business District (GB) for the commercial portion of the project adjacent to State Highway shown on the Concept Plan.

3.2 Multifamily Zoning Comparison Table

	BASE ZONING Multiple Family Dwelling District 1 (MF-1)	PDD ZONING Camino Crest Planned Development District
Lot Width (minimum)	60 ft.	60 ft. (exception: 70 ft. for corner lots)
Lot Depth (minimum)	100 ft.	100 ft.
Lot Area (minimum)	4,000 sq. ft	8,100 sq.ft
Front Setback (minimum)	25 ft.	20 ft.
Side Setback (minimum)	10 ft.	5 ft. (exception: 15 ft. when adjacent to a street)
Rear Setback (minimum)	10 ft.	20 ft.
Building Height (maximum)	3 dwelling stories	40 ft.
Off-street Parking	(a) 1.75 spaces each dwelling unit with one bedroom. (b) Two (2) spaces each dwelling unit with two or more bedrooms. (c) One (1) space each dwelling unit designed for occupancy exclusively by persons requiring assisted living services. (d) Two (2) each dwelling unit if less than three (3) units (e) .75 space each dwelling if units designed exclusively for disabled residents.	2 spaces per dwelling unit

3.3 Commercial Zoning Comparison Table

	BASE ZONING General Business District (GB)	PDD ZONING Camino Crest Planned Development District
Lot Width (minimum)	100 ft.	100 ft.
Front Setback (minimum)	No front yard is required, except that no structure may be erected nearer than thirty (30) feet to the centerline of any street on which such structure fronts.	25 ft.
Side Setback (minimum)	Zero (0) feet except 1 O' adjacent to residential district. If building height exceeds 40', add 1' per 3' over 40' when adjacent to residential district.	15 ft. (exception: 25 ft. when adjacent to a street)
Rear Setback (minimum)	10 ft.	25 ft.
Building Height (maximum)	Any legal height not prohibited by other laws or ordinances	60 ft. and 5 stories

- 3.4 Permitted Uses.** The Project will contain no more than 48 Multifamily lots, consisting of approximately 11.42 acres of the Property as shown on the Concept Plan, which will be developed in accordance with the Multiple Family Dwelling District 1 (MF-1) requirements set forth in the City Zoning Ordinance and this Ordinance, as amended by this Ordinance. Additionally the Project will include approximately 13.74 acres along State Highway 21, to be developed in accordance with General Business District (GB) requirements under the City Zoning Ordinance, as amended by this Ordinance. In the event of a conflict between the base zoning district regulations and this Ordinance, this Ordinance shall control and such base zoning regulations are hereby amended to the extent of any conflict with this Ordinance.
- 3.5 Prohibited Uses.** The Permitted and prohibited uses for this Project shall be in accordance with Exhibit “C” of this PDD Document.
- 3.6 Multifamily Maximum Density.** The multifamily portion of the Project shall not exceed the following maximum gross density of one (1) duplex unit per lot.
- 3.7 Restrictive Covenants and Private Homeowners Association.** For the better development and benefit of the Property, Owner shall impose certain covenants, conditions and restrictions applicable to the use and maintenance thereof, and Owner shall establish a private Homeowners Association (HOA) to enforce such covenants, conditions and restrictions. The HOA shall additionally be responsible for the maintenance of private landscape areas,

drainage easements, drainage lots, and all community signage, screen walls and common open space areas within the Property.

- 3.8 Permitting and Approval Criteria.** All applications for permits required by the City for the use and development of the Property shall be consistent with this Ordinance. All aspects of such approvals which are not specifically covered by this Ordinance shall be governed by the City Code of Ordinances. This Ordinance shall not constitute a site development permit or building permit.
- 3.9 Unified Development.** The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.
- 3.10 Phased Development.** The Project may be developed in phases, as indicated by Final Plats, over time and the phasing of development may be changed from time to time, including phases being developed concurrently, provided that the Final Plat for each phase has been approved by the City Council and recorded with the County.

SECTION 4.

DEVELOPMENT STANDARDS

- 4.1 Open Space Requirements.** A minimum of 20 percent (20%) of the gross Property area shall be developed in the form of green space, public open space or greenbelt. Water quality and detention ponds, and drainage easements/drainage lots, may be included in the percentage so long as they are improved for safe use by the general public as green space, public open space or greenbelt.
- 4.2 Impervious Cover.** Owner shall provide adequate drainage and collection facilities to accommodate runoff from impervious cover so as not to cause flooding to the Property or adjacent properties. Owner shall provide a pre-development and post-development watershed study, as directed by the City Engineer. The proposed percentage of impervious cover shall be a factor in the post-development study.

4.3 Multifamily Lot Requirements

	RESIDENTIAL USES
Lot Width	
Minimum	60 ft.
Exception: Minimum for Corner Lots	70 ft.
Front Setback	Setbacks are measured from the foundation to the property line
Minimum	20 ft.
Side Setback	Setbacks are measured from the foundation to the property line
Minimum (*) *Eaves may project a maximum of 18" into side setbacks.	5 ft.
Exception: Minimum for side setback adjacent to a street	15 ft.
Rear Setback	Setbacks are measured from the foundation to the property line
Minimum	20 ft.
Building Height (maximum)	40 ft.
Lot Area (minimum)	8,100 sq. ft.
Lot Depth (minimum)	100 ft.
Impervious Cover (maximum)	65%

4.4 Commercial Site Requirements.

Lot Width	
Minimum	100 ft.
Front Setback	Setbacks are measured from the foundation to the property line
Minimum	25 ft.
Side Setback	Setbacks are measured from the foundation to the property line
Minimum *Eaves may project a maximum of 18" into side setbacks.	15 ft.
Street Corner	25 ft.
Rear Setback	Setbacks are measured from the foundation to the property line
Minimum	25 ft.
Building Height	
Grocery Store, Movie Theater	45 ft. and 2 stories
Hotel	60 ft. and 5 stories
Office	45 ft. and 3 stories
All Other Buildings	40 ft. OR 2 stories
Impervious Cover (maximum)	70%

All buildings shall be located in the first layer of the sites adjacent to SH 21 with parking located behind the buildings.

4.5 Underground Utility Service. Except where approved in writing by the City Administrator, all utilities shall adhere to the following:

- a) All dry utilities to include electrical, telephone and cable television distribution and service lines will be underground, other than overhead lines that are three phase or larger which are required to be brought to the project for service availability.
- b) All utilities and the improvements thereof shall be the responsibility of Owner.

4.6 Fencing Plan.

a. Residential Boundary Fencing

Wood or vinyl fencing, or tubular steel in certain view areas, shall be constructed along the rear lot line and is permitted along the side lot line of all multifamily lots. Fencing will be located along the residential property lines and not encroach into public right of ways or extend past the front elevation of multifamily units into the front street yard. Fencing shall be six feet (6') in height.

b. Commercial Boundary Fencing

Enhanced concrete panel fencing of a minimum height of six (6) feet shall be constructed between the Multi-Family Residential portion of the Property and the Commercial portion of the Property consistent with the locations and lengths shown in **Exhibit "D"**. Masonry columns shall be constructed at the corners of the fencing in the locations shown in **Exhibit "D"**

4.7 Pedestrian Circulation. Six-foot (6') wide sidewalks shall be constructed along High Road and SH 21 for the length of the Property and within the Commercial portion, in coordination with the site development plan of each lot therein, of the Project to provide adequate pedestrian circulation. Four-foot (4') sidewalks shall be constructed, at the time of each multifamily unit construction and completed prior to final multifamily unit construction inspection, along both sides of all roadways constructed in the Multifamily Residential Community. All sidewalks shall be made of concrete in accordance with TDLR regulations. Sidewalks shall be free of any encroachment to include mailboxes, road signs, light poles, landscaping or any other vertical obstruction that would reduce the clear width of the sidewalk to less than four feet (4'). ADA approved ramps shall be placed at intersection corners to provide unimpeded pedestrian access in all directions. Sidewalks shall be placed along the back of curb.

4.8 Curbs and Gutters. All roadways constructed within the Project shall be constructed with standard curb and gutter.

4.9 Roadways and On-Street Parking. All residential roadways within the project shall be constructed with fifty foot (50') Right-of-Ways and thirty-two foot (32') of HMAC pavement to allow for on-street parking.

4.10 Parking Requirements. This development shall comply with the parking regulations set forth in Ordinance Number 47.

4.11 Streetlights. Streetlights shall be provided at all intersections and at intervals of 300 feet along all roadways constructed in the Multifamily Dwelling Community. No fixture or light source shall be turned up so as to disperse light into the night sky. The average foot-candle rating, measured at ground level, shall not exceed four (4). All fixtures shall utilize Light-Emitting Diode (LED) lighting. Solar fixtures may be used.

4.12 Landscaping Requirements. Landscape/trail improvements are to be provided on both sides of the existing channel. Trails are to be five (5) feet wide, composed of gravel/crushed rock (decomposed granite or similar material), and placed in such a manner to promote pedestrian circulation within and around the proposed designated open space(s). All landscaping shall enhance the natural aesthetic beauty of the City area through diverse use of both native and non-invasive adapted species of plants. Under no circumstance shall any non-invasive existing tree in excess of eighteen (18) inch DBH in diameter be removed or demolished from the site without prior specific approval of the City. A minimum of eighty percent (80%) of the required landscaping shall be native plants and the remaining twenty percent (20%) may be non-invasive adapted plants. Invasive species, as defined by the Ladybird Johnson Wildflower Center, are prohibited. All landscaping materials shall be drought tolerant and native-type materials. Native plants shall be defined as plants identified in the City of Austin Grow Green Guide, 5th Edition Revised 2016.

a. Tree Protection, Mitigation and Preservation. A tree survey, protection, mitigation and preservation plan for all healthy non-invasive trees with an eight (8) inch DBH in diameter shall be created and submitted to the City prior to the start of site development work. Prior to the start of site work all protection and preservation of all existing trees to remain on site shall be completed to prevent any disturbance within each tree's critical root zone. Replacement trees for all existing non-invasive trees shall be planted prior to completion of the Project.

b. Multifamily Lots. At a minimum the following shall be installed on each residential lot:

Two (2) - 2'' caliper shade trees and four (4) – 1 gallon shrubs located in the front yard

c. Commercial Bufferyards. A fifteen feet (15') wide landscape bufferyard shall be provided between commercial uses and any adjoining multifamily or residential lots. The bufferyard may be in a drainage easement and shall be located on the subject commercial lot or provided in the Project as Open Space. Landscape planting located within the required bufferyard shall consist of one (1) shade tree and two (2) evergreen ornamental trees per each fifty feet (50') of bufferyard.

d. Commercial Uses. All commercial landscaping shall be maintained by the Owner and each successive Owner. Parking lot islands shall be purposefully configured to accommodate existing trees on site.

e. Planting Criteria.

- (1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
- (2) Planting should be at least five feet (5') from underground utilities and twenty-five feet (25') from overhead lines
- (3) Planting should be at least five feet (5') from fire hydrants.

f. Shade Trees shall be defined as the following:

- Bald Cypress
- Burr Oak
- Cedar Elm
- Chinquapin Oak
- Chinese (Lacebark) Elm
- Chinese Pistache
- Live Oak
- Monterey Oak Pecan
- Shumard Oak
- Texas Ash
- Texas Red Oak

g. Evergreen Ornamental Trees shall be defined as the following:

- Wax Myrtle Yaupon
- Holly
- Mountain Laurel
- Little Gem Magnolia
- Eastern Red Cedar
- Cherry Laurel

**SECTION 5.
RESIDENTIAL DESIGN STANDARDS**

5.1 Minimum Square Footage Requirements.

The living area of a multifamily unit, exclusive of porches and garages, located on any lot shall adhere to the following standards:

- a.** All units shall be a minimum square footage of 1,200 square feet of living space.
- b.** Each multifamily unit shall have a fully enclosed garage for no less than one (1) standard car parking space.
- c.** Each multifamily unit driveway will provide for two (2) additional off-street parking spaces that will be a minimum of twenty feet (20') by eighteen feet (18') for each lot. This area will be located between the front property line to the front of the garage door. The driveways shall be made of concrete,

**SECTION 6.
RESERVED**

**SECTION 7.
DEDICATIONS AND IMPACT FEES**

7.1 Park and Open Space Dedication. A parkland fee of \$1,500.00 per lot shall be assessed and paid at the time of final plat recordation. All private landscape areas and common open space areas within the residential portion of the Property will be maintained by the homeowner's association including supplemental maintenance of the detention pond and drainage easement areas.

7.2 Roadway Impact Improvements. For the improvement and/or maintenance of public roadways affected by the Project in the City a roadway impact fee of \$1,500.00 per lot listed on the final plat will be assessed and paid to the City at the time of the final plat approval.

SECTION 8.

AMENDMENTS

Due to the fact that the Project comprises a significant land area and its development may occur in phases over a number of years, Owner may make major or minor amendments to the PDD Concept Plan upon notification to, and approval from, the City. Major amendments shall be those that (a) increase the density of multifamily dwelling lots or units; (b) seek to allow a use which is prohibited by this Ordinance; or (c) increase the total Project's impervious cover. Major amendments to the PDD Concept Plan shall require approval by City Council. Any amendment which is not classified as a major amendment, shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Administrator except that the City Administrator may at the City Administrator's sole discretion seek approval from the City Council. If the City Administrator and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.

SECTION 9.

LIST OF EXHIBITS

The following list of exhibits, attached hereto, together with the requirements herein, constitute the land use standards and development plan for the **CAMINO CREST 2 PDD** District.

Exhibit "A": Description of the Property

Exhibit "B": PDD Concept Plan

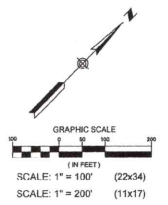
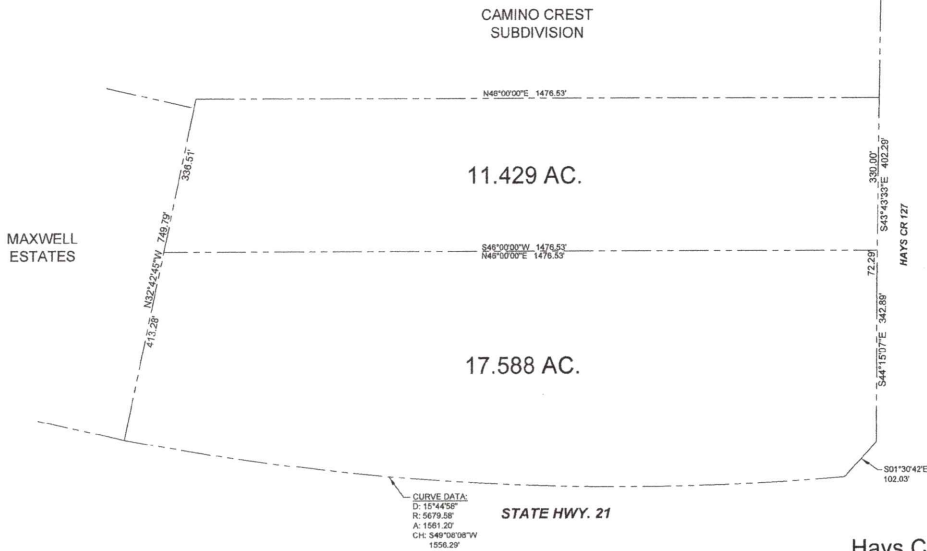
Exhibit "C": Permitted and Prohibited Uses

Exhibit "D": Open Space and Fencing Plan

EXHIBIT "A"

**DESCRIPTION OF THE
PROPERTY**

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**CAMINO CREST
 SECTION TWO
 RESUBDIVISION**

**FIELD NOTE DESCRIPTION
CAMINO CREST SECTION TWO RESUBDIVISION
CITY OF UHLAND, TEXAS
HAYS COUNTY, TEXAS**

GENERAL BUSINESS TRACT

BEING ALL THAT 17.588 ACRE TRACT, PART OF THE 29.017 ACRE CAMINO CREST, SECTION TWO IN THE JOHN STEWART SURVEY, UHLAND, HAYS COUNTY, TEXAS AND MORE PARTICULARY;

BEGINNING at a point on the north line of State Highway No. 21 being the southeast comer of the Maxwell Estates Subdivision recorded in Book 8, Page 335 of the Hays County Public Records and the south comer of the aforesaid 29.017 Acre Tract for the south comer of this tract;

THENCE with the east line of the Maxwell Estates Subdivision and west line of the Camino Crest Subdivision Section Two North $32^{\circ} 42' 45''$ West 413.28 feet to a point being the south comer of the 11.429 Acre portion of the Multi-Family Resubdivision of the Camino Crest Section Two for the west comer of this tract;

THENCE crossing through the said 29.017 Acre Camino Crest Section Two with the southeast line of the 11.429 Acre Multi-Family Resubdivision tract and northwest line of this tract North $46^{\circ} 00' 00''$ East 1476.53 feet to a point on the southwest line of Hays County Road No. 12, the east comer of the 11.429 Acre Tract for the north comer of this tract;

THENCE with the west line of Hays County Road No. 127, the east line of the said 29.017 Acre Tract and the east line of this 17.588 Acre Tract South $44^{\circ} 15' 07''$ East 342.89 feet to a point on the northwest flair of State Highway No. 21 and a northeast comer of this tract;

THENCE with the northwest line of State Highway No. 21 and the southeast line of the said 29.017 Acre Tract and the southeast line of this 17.588 Acre Tract along a curve to the right whose radius is 5679.58 feet, arc length is 1561.20 feet, and long chord bears South $49^{\circ} 08' 08''$ West 1556.29 feet to the **POINT OF BEGINNING**, containing 17.588 Acres of land, more or less.

**FIELD NOTE DESCRIPTION
CAMINO CREST SECTION TWO RESUBDIVISION CITY
OF UHLAND, TEXAS
HAYS COUNTY, TEXAS**

MULTI-FAMILY TRACT

BEING ALL THAT 11.429 ACRE TRACT, PART OF THE 29.017 ACRE CAMINO CREST, SECTION TWO IN THE JOHN STEWART SURVEY, UHLAND, HAYS COUNTY, TEXAS AND MORE PARTICULARY;

BEGINNING at the northwest corner of the aforesaid 29.017 Acre Subdivision on the southeast line of the Camino Crest Subdivision recorded in Book 8, Page 69 of the Hays County Public Records for the northwest corner of this Multi-Family Partition;

THENCE with the northwest line of the said 29.017 Acre Camino Crest Section Two and the southeast line of Camino Crest Subdivision North $46^{\circ} 00' 00''$ East 1476.53 feet to the north corner of the 29.017 Acre Camino Crest Section Two and a point on the southwest line of Hays County Road No. 127 for the north corner of this tract;

THENCE with the northeast line of the 29.017 Acre Camino Crest Section Two and the southwest line of the Hays County Road No. 127 South $43^{\circ} 43' 33''$ East 330.00 feet to a point being the north corner of the 17.588 Acre General Business Tract and the east corner of this tract;

THENCE crossing through the 29.017 Acre Camino Crest Section Two Tract and with the northwest line of a 17.588 Acre General Business Tract South $46^{\circ} 00' 00''$ West 1476.53 feet to a point on the west line of the 29.017 Acre Tract, and the east line of the Maxwell Estates Subdivision recorded in Book 8, Page 335 of the Hays County Public Records for the southwest corner of this tract;

THENCE with the west line of the 29.017 Acre Tract and the east line of the Maxwell Estates Subdivision North $32^{\circ} 42' 45''$ West 336.51 feet to the **POINT OF BEGINNING**, containing 11.429 Acres of land, more or less.

EXHIBIT "B"
CONCEPT PLAN

EXHIBIT “C”

**LIST OF PERMITTED AND
PROHIBITED USES**

Permitted and Prohibited Uses for the Camino Crest 2 Planned Development are to be in accordance with the uses allowed in each applicable zoning district as described in City of Upland Zoning Ordinance No. 47 and as provided in this section, except that only Two-Family Dwellings, Residential Accessory Buildings, Home Occupations, Swimming Pools, and Off-Street Parking incidental to the main use are authorized in the Multi-family portion of the Project.

Primary Residential Uses (7-102)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Single Family Detached Dwelling	●	●	●	●	●	●	●	●	C	C		
Single Family Detached Dwelling (up to two)	●											
Single Family Detached Dwelling (more than two)	C											
Manufactured Home (one)	C											
Manufactured Home (more than one)	C											
Townhouse							●	●	C	C		
2-Family Dwelling							●	●	C	C		
Multiple Family Dwelling (Apartment)							●	●				
Boarding or Rooming House	C						●	●	C	●	●	
Hotel or Motel							●	●	C	●	●	
Mobile Home Park					●	●						
Mobile Home Subdivision					●	●						
Modular/Industrialized Housing	●	C	C	C	●	●	C	C				
Planned Neighborhood Development	C	C	C	C			C	C				
Family Home	●	●	●	●	●	●	●	●	C	C	C	
Dwelling Unit, Triplex							●	●				

Accessory and Incidental Uses (7-103)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Accessory Building (Residential)	●	●	●	●	●	●	●	●	C	C		
Accessory Building (Business or Industry)							●	●	●	●	●	●
Accessory Building (Farm)	●	●	●	●								
Home Occupation	●	●	●	●	●	●	●	●	C	C		
Off-Street Parking Incidental to Main Use	●	●	●	●	●	●	●	●	●	●	●	●
Off-Street Parking as an expansion of Retail or Commercial Use	C	C	C	C	C	C	C	C	●	●	●	●
Stable (Private)	●	C	C	C	C	C	C	C	C	●	●	●
Swimming Pool (Private)	●	●	●	●	●	●	●	●	●	●	●	●

Temporary Field or Construction Office

Subject to Temporary Permit Issued by City Administrator

Utility and Service Uses (7-104)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Electrical Substation (High Voltage Bulk Power)	●	C	C	C	C	C	C	C	C	●	●	●
Electrical Energy Generating Plant	C									C	●	●
Electrical Transmission Line (High Voltage)	●	C	C	C	C	C	C	C	C	●	●	●
Fire Station	●	●	●	●	●	●	●	●	●	●	●	●
Gas Line transmission and Regulating Station	●	C	C	C	C	C	C	C	C	●	●	●
Public Building Shop Yard of Local, State, or Federal Government	C	C	C	C	C	C	C	C	C	●	●	●
Radio, Television or Microwave Tower	C								●	●	●	●
Radio-Television Transmitting Station	C								●	●	●	●
Sewage Pumping Station	●	C	C	C	C	C	C	C	C	C	●	●
Sewage Treatment Plant	C										C	●
Telephone Business Office									●	●	●	●
Telephone Exchange Switching - Relay or Transmitting Equipment	●	●	●	●	●	●	●	●	●	●	●	●
Utility Shops or Storage Yards or Buildings										●	●	●
Utilities Other Than Listed	C	C	C	C	C	C	C	C	C	●	●	●
Water Stand Pipe or Elevated Storage Water	●	●	●	●	●	●	●	●	●	●	●	●
Water Well or Pumping Station	●	●	●	●	●	●	●	●	●	●	●	●
Water Treatment Plant	C	C	C	C	C	C	C	C	C	●	●	●

• **Recreational and Entertainment Uses (7-105)**

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Alcoholic Beverage Sales/Consumption on Site									●	●	●	●
Alcoholic Beverages - 75% or More Revenue On Premise Sale.									C	C	C	C
Amusement, Commercial (Indoor)*										●	●	●
Amusement, Commercial (Outdoor)*	C									●	●	●
Carnival or Circus (Temporary)*	●									●	●	●
Country Club (Private)*	C									●	●	●
Dance Hall*										●	●	●
Day Camp for Children	●									C	C	
Drag Strip or Commercial Racing	C									C	C	C
Golf Course (Commercial)	C									●	●	●
Park or Playground (Public)	●	●	●	●	●	●	●	●	●	●	●	●
Playfield or Stadium (Public)	●	C	C	C	C	C	C	C	C	●	●	●
Roller or Ice Rink	C									●	●	●
Rodeo Grounds	C									●	●	●
Shooting Range (Outdoor)	C										C	C
Swim, Tennis, Handball, Fitness Club	C						C	C	C	●	●	●
Swimming Pool (Commercial)	C									●	●	●
Theater or Playhouse in Building									●	●	●	●
Theater (Open, Drive-in)	C									●	●	●
Zoo (Public)	●									C	●	●
Zoo (Private)	C									C	●	●

*If Alcohol Sales are Planned, Must Conform to Appropriate Listing and Its Standards

Educational, Institutional and Special Uses (7-106)

	A	SF-1	SF-2	SF-3	MHSF	MH1, 2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Art Gallery or Museum									●	●	●	●
Cemetery, Mausoleum, Crematorium	C	C	C	C	C	C	C	C	C	C	C	C
Child Care												
a) Small, Home-based Facility (see 7-530)	●	●	●	●	●	●	●	●	●	●		
B) Intermediate Facility (see 7-531)	C	C	C	C	C	C	C	C	●	●	●	●
											*	*
c) Large Facility (see 7-532)	C								●	●	●	●
											*	*
Church or Rectory	●	●	●	●	●	●	●	●	●	●	●	●
College or University	C	C	C	C	C	C	C	C		●	●	
Convent or Monastery	C	C	C	C	C	C	C	C	C	●	●	
Community Center (Public)	C	C	C	C	C	C	C	C	C	C	C	C
Fairgrounds or Exhibition Area	C									●	●	●
Fraternity or Sorority	C						C	C		●	●	
Fraternal Organization, Lodge or Union Hall	C							C		●	●	●
Kindergarten, Pre-school	C	C	C	C	C	C	C	C	●	●	●	●
											*	*
Halfway House									C	C	C	
Home for Aged, Residence	C						C	●		●	●	
Hospital, Acute Care	C									●	●	
Hospital, Chronic Care	C									●	●	
Institution for Alcoholic or Narcotic Patients										C	C	
Institution - Religious - Charitable - Philanthropic Nature	C	C	C	C	C	C	C	C	C	●	●	●
Military Reserve, National Guard Center										●	●	●
Penal, Correctional Facility										C	C	C
School, Business									●	●	●	●
School, Commercial - Trade										●	●	●
School, Public or Denominational	●	●	●	●	●	●	●	●	●	●	●	

* Allowed only when provided in conjunction with service to employees. See definition.

Transportation and Related Uses (7-107)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Airport or Landing Field	C									C	●	●
Emergency Vehicle Service (Ambulance)										●	●	●
Bus Station or Terminal										●	●	●
Hauling or Storage Company										●	●	●
Heliport	C									C	●	●
Motor Freight Terminal										●	●	●
Railroad Freight Terminal										●	●	●
Railroad Passenger Station										●	●	●
Railroad Track or Right-of-Way										●	●	●
Railroad Team Track										●	●	●
Railroad Yard or Roundhouse										●	●	●
Parking Lot, Trucks and Trailers										●	●	●
Parking Lot or Structure (Commercial)										●	●	●

Automobile and Related Service Uses (7-108)

	A	SF-1	SF-2	SF-3	MHSF	MH - 1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Auto Laundry (Car Wash)										●	●	●
Auto Leasing, Rental										●	●	●
Auto Parts Accessory and Sales (Indoors)										●	●	●
Auto Parts Accessory and Sales (Outdoors)										C	●	●
Auto Storage or Auto Auction										C	●	●
Boat Sales, Servicing										●	●	●
Gasoline Station Full Service										●	●	●
Gasoline Station Self-Service									C	●	●	●
Major Vehicle Repair										●	●	●
Minor Vehicle Servicing										●	●	●
New or Used Auto Sales Outdoor Lot										●	●	●
New or Used Auto Sales Facility										●	●	●
Motorcycle or Scooter Sales and Repair										●	●	●
Truck Sales										●	●	●
Truck Stop										●	●	●
Wrecker or Salvage Yard											C	C

Retail and Service Type Uses (7-109)

	A	SF-1	SF-2	SF-3	MHSF	MH - 1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Alcohol Beverage Sales for Off-Premises Consumption									●	●	●	●
Antique Shop									●	●	●	●
Art Supply Store									●	●	●	●
Bakery or Confectionery Shop (Retail)									●	●	●	●
Bank or Savings and Loan Office									●	●	●	●
Barber Shop or Beauty Shop									●	●	●	●
Book or Stationery Shop or Newsstand									●	●	●	●
Cleaning and Pressing, Small Shop and Pick-Up									●	●	●	●
Cleaning Plant (Commercial)										●	●	●
Custom Personal Service Shop									●	●	●	●
Discount or Department Store										●	●	●
Drapery, Needlework, or Weaving Shop									●	●	●	●
Drug Store or Pharmacy									●	●	●	●
Florist or Garden Shop									●	●	●	●
Food/Beverage Sales Store with Gasoline Sales									C	●	●	●
Food/Beverage Sales Store without Gasoline Sales									●	●	●	●
Food/Beverage Sales Store									●	●	●	●
Furniture and Appliance Store										●	●	●
Greenhouse or Plant Nursery (Retail Sales)									●	●	●	●
Handcraft Shop and Art Objects									●	●	●	●
Hardware Store or Hobby Shop										●	●	●
Household Appliance Service or Repair										●	●	●
Incidental or Accessory Retail and Service Uses									C	●	●	●
Key Shop									●	●	●	●
Laboratory Medical or Dental									C	●	●	●
Laundry and Cleaning (Self-Service)									●	●	●	●
Medical Appliances, Fitting, Sales or Rental									●	●	●	●
Mortuary or Funeral Home										●	●	●

Retail and Service Type Uses (7-109; Continued)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Offices, General Business and Professional									●	●	●	●
Offices, Medical or Dental									●	●	●	●
Pawn Shop										●	●	●
Pet Shop										●	●	●
Restaurant or Cafeteria (Not Drive-In Type)									●	●	●	●
Restaurant or Cafeteria (Drive-In Service)										●	●	●
Retail Shop, Gift, Apparel, Accessory and Similar Items									●	●	●	●
Retail Store or Shop Other Than Listed									●	●	●	●
Studio, Decorator, Artist, Photographer									●	●	●	●
Studio, Health and Reducing or Similar Service									C	●	●	●
Studio, Music, Dance or Drama									●	●	●	●
Tool Rental (Inside a Building)										●	●	●
Tool Rental (Outside Equipment Storage)										●	●	●
Travel Bureau or Consultant									●	●	●	●
Variety Store or Similar Retail Outlet										●	●	●
Veterinarian, Office Only (No Animal Hospital)									●	●	●	●
Veterinarian Hospital (Inside Pens Only)										●	●	●
Veterinarian Hospital (Outside Pens)	C									C	●	●

Agricultural Uses (7-110)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Farm, Ranch, Orchard or Garden (e.g., hogs, cattle, goats, chickens, etc.)	●	●	●	●	●	●	●	●	●	●	●	●
Livestock Auction	C									C	C	●
Hatchery, Poultry	C											
Animal Pound (Public or Private)	C									C	●	●
Kenel	C									●	●	●
Animal Feed Lot (animals not born on owners property)	C											C
Greenhouse or Nursery (Commercial)	●									●	●	●
Hatchery, Fish/Shrimp, Fish Farm	C											
Grain Elevator	C										C	C

Commercial Type Uses (7-111)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Bakery or Confectionery Wholesale										●	●	●
Bottling Works										●	●	●
Building Material Sales										●	●	●
Cabinet and Upholstery Shop										●	●	●
Cleaning Dyeing or Laundry Plant										●	●	●
Clothing or Similar Light Manufacturing										●	●	●
Contractor Storage and Equipment Yard										●	●	●
Flea Market (Indoors)										C	●	●
Flea Market (Outdoors)										C	●	●
Heavy Machinery Sales, Storage and Repair*										●	●	●
Light Manufacturing and Assembly Process										●	●	●
Laboratory, Manufacturing										●	●	●
Laboratory, Scientific or Research	C								C	●	●	●
Lithographic or Print Shop										●	●	●
Maintenance and Repair Service for Building										●	●	●
Milk Depot, Dairy or Ice Cream Plant										●	●	●
Mini-Storage Warehouse										●	●	●
Open Storage of Furniture, Appliances or Machinery *										●	●	●
Paint Shop										●	●	●
Plumbing Shop										●	●	●
Storage Warehouse										●	●	●
Trailer, Portable Bldg., Mobile Home, Sales or Rental										●	●	●
Upholstery Shop										●	●	●
Warehouse, Office										●	●	●
Welding or Machine Shop										●	●	●
Wholesale Storage and Sales										●	●	●

*See Section 13

Natural Resource Storage and Extraction Uses (7-112)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Caliche Pit and Caliche	●									C	C	●
Mining and Storage of Mining Waste	C										C	C
Petroleum or Gas Well	●	C	C	C	C	C	C	C	C	C	C	C
Petroleum Storage and Collecting Facilities	C									C	C	●
Sand or Gravel Extraction	●									C	C	●
Topsoil Earth, Clay or Stone Extraction	●									C	C	●

Special Industrial Process Uses (7-113)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Asphalt or Concrete Batching Plant											C	●
Brick Kiln or Tile Plant												C
Cement or Hydrated Lime Plant												C
Dump or Sanitary Landfill Area												C
Recycling Collection Location	C										●	●
Recycling Operation Inside a Building											C	●
Recycling Operation Outside a Building											C	●
Slaughter House Meat Packing Plant											C	C
Smelting, Refinery or Chemical Plant												C
Wrecking Yard											C	C

General Manufacturing and Industrial Uses (7-114)

	A	SF-1	SF-2	SF-3	MHSF	MH-1,2	MF-1	MF-2	LR	GB	LI	HI
Type of Use												
Light Manufacturing or Industrial Uses as Defined by Sect. 7-400											●	●
Heavy Manufacturing or Industrial Uses as Defined by Sect. 7-300												Manufacturing or Industrial Uses as Defined by Sect. 7-300
Sexually Oriented Businesses As Defined by City Ordinance											C	C

EXHIBIT "D"

**OPEN SPACE AND FENCING
PLAN**

(TO BE INSERTED)

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22043044 ORDINANCE
09/09/2022 08:33:48 AM Total Fees: \$194.00

A circular official seal is positioned to the left of the signature. The signature itself is written in a cursive script.

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE CAMINO CREST 2 DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Camino Crest 2 Development (the "Agreement") is made and entered into, effective as of the 13th day of July, 2022, by and between the **City of Umland, Texas**, a Texas general law municipal corporation (the "City"), and **Silver Mount Holdings, LLC**, a Texas limited liability company (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 29.017 acre tract located in Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for high quality multi-family duplex residential community with commercial uses located adjacent to State Highway 21 (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 7.

Section 3. Definitions. In addition to the terms defined elsewhere in this Agreement or in the Applicable Regulations (as hereinafter defined), capitalized terms not otherwise defined shall have the meanings set forth below:

- (a) **Masonry:** shall be defined as stone, simulated stone, brick, hard-coat stucco, and cement-based siding.
- (b) **Multi-Family:** shall be defined as a duplex.

Section 4. Development Standards.

(a) Multi-Family Structures.

(1) The front elevation of all multifamily units shall consist of masonry elements excluding features such as doors, windows, trim and accent features on non-load bearing elements. The following façade requirements are further regulated as follows:

- (1) All corner lots shall be constructed of street side masonry.
- (2) Typical side and rear facades will be horizontal lap cement-based siding with optional masonry options.

(2) Multifamily unit roofs shall have a minimum roof pitch of 4:12. Colors will be restricted to three colors determined by the builder. Metal roofing materials shall be offered as an option by the builder.

(b) Commercial Buildings and Structures.

(1) All commercial buildings and structures shall be constructed and maintained with the following masonry standards, excluding features such as doors, windows, trim and accent features on non-load bearing design elements:

- a. For buildings larger than 25,000 square feet of gross area, at least sixty-five percent (65%) of all exterior wall surfaces and at least eighty-five percent (85%) of the front elevation surfaces shall be masonry.
- b. For buildings larger than 4,500 square feet of gross area, at least seventy percent (70%) of all exterior wall surfaces and at least ninety percent (90%) of the front elevation surfaces shall be masonry.
- c. For buildings smaller than 4,500 square feet of gross area, at least seventy-five percent (75%) of all exterior wall surfaces and at least ninety-five percent (95%) of the front elevation surfaces shall be masonry.

(2) Flat roofs, metal roofs, parapet roofs, and facades are permitted. Raised parapet walls, sloped roofs shapes, awnings/canopies, trellis and similar architectural design elements shall be incorporated to add visual interest, shield the “flat-roof” from view and add continuity of design throughout.

(c) Building Permits. The Developer acknowledges and agrees that compliance with Section 4(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of

Section 4(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 5. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 6. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Hays County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 7. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 8. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 9. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 10. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 11. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 12. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:
City of Umland

Attn: City Administrator
15 Old Spanish Road
Texas 78640
Hays County

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Silver Mount Holdings, LLC
Attn: Todd Burek
22711 Fossil Peak
San Antonio, TX 78261
Bexar County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 13. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 14. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 15. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 16. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 17. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 18. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 19. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Hays County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall lie exclusively in Hays County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

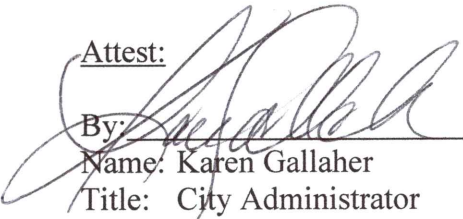
Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

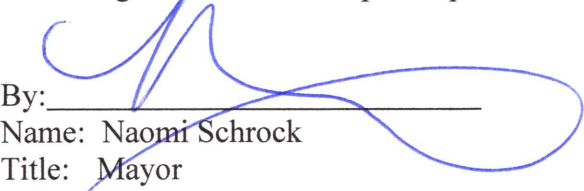
Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the 13th day of July, 2022.

CITY:
City of Umland Texas
a Texas general law municipal corporation

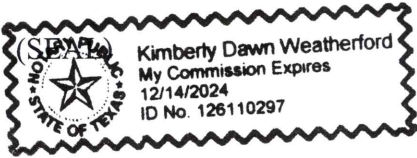
Attest:

By: _____
Name: Karen Gallaher
Title: City Administrator

By: _____
Name: Naomi Schrock
Title: Mayor



THE STATE OF TEXAS §
COUNTY OF Hays §

This instrument was acknowledged before me on this 13th day of July, 2022, by Naomi Schrock, Mayor of the City of Uhlman, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.



Kimberly Dawn Weatherford
Notary Public, State of Texas

DEVELOPER:

By: [Signature]
Name: Jerry E. McCasland
Title: Member-Manager

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notarized
Document Attached

Notary Public, State of Texas

Notarized
Document Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)

On AUG 04 2022 before me, Tracy R. Vineyard, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jerry E. McCasland
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tracy R. Vineyard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Masonry Development Agreement Establishing Development Standards For The Camino Crest 2 Development Document Date: 08/04/2022
Number of Pages: 9 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"

Description of Property

FIELD NOTE DESCRIPTION
CAMINO CREST SECTION TWO RESUBDIVISION
CITY OF UHLAND, TEXAS
HAYS COUNTY, TEXAS

GENERAL BUSINESS TRACT

BEING ALL THAT 17.588 ACRE TRACT, PART OF THE 29.017 ACRE CAMINO CREST, SECTION TWO IN THE JOHN STEWART SURVEY, UHLAND, HAYS COUNTY, TEXAS AND MORE PARTICULARY;

BEGINNING at a point on the north line of State Highway No. 21 being the southeast comer of the Maxwell Estates Subdivision recorded in Book 8, Page 335 of the Hays County Public Records and the south comer of the aforesaid 29.017 Acre Tract for the south comer of this tract;

THENCE with the east line of the Maxwell Estates Subdivision and west line of the Camino Crest Subdivision Section Two North $32^{\circ} 42' 45''$ West 413.28 feet to a point being the south comer of the 11.429 Acre portion of the Multi-Family Resubdivision of the Camino Crest Section Two for the west comer of this tract;

THENCE crossing through the said 29.017 Acre Camino Crest Section Two with the southeast line of the 11.429 Acre Multi-Family Resubdivision tract and northwest line of this tract North $46^{\circ} 00' 00''$ East 1476.53 feet to a point on the southwest line of Hays County Road No. 12, the east comer of the 11.429 Acre Tract for the north comer of this tract;

THENCE with the west line of Hays County Road No. 127, the east line of the said 29.017 Acre Tract and the east line of this 17.588 Acre Tract South $44^{\circ} 15' 07''$ East 342.89 feet to a point on the northwest flair of State Highway No. 21 and a northeast comer of this tract;

THENCE with the northwest line of State Highway No. 21 and the southeast line of the said 29.017 Acre Tract and the southeast line of this 17.588 Acre Tract along a curve to the right whose radius is 5679.58 feet, arc length is 1561.20 feet, and long chord bears South $49^{\circ} 08' 08''$ West 1556.29 feet to the **POINT OF BEGINNING**, containing 17.588 Acres of land, more or less.

**FIELD NOTE DESCRIPTION
CAMINO CREST SECTION TWO RESUBDIVISION CITY
OF UHLAND, TEXAS
HAYS COUNTY, TEXAS**

MULTI-FAMILY TRACT

BEING ALL THAT 11.429 ACRE TRACT, PART OF THE 29.017 ACRE CAMINO CREST, SECTION TWO IN THE JOHN STEWART SURVEY, UHLAND, HAYS COUNTY, TEXAS AND MORE PARTICULARY;

BEGINNING at the northwest corner of the aforesaid 29.017 Acre Subdivision on the southeast line of the Camino Crest Subdivision recorded in Book 8, Page 69 of the Hays County Public Records for the northwest corner of this Multi-Family Partition;

THENCE with the northwest line of the said 29.017 Acre Camino Crest Section Two and the southeast line of Camino Crest Subdivision North $46^{\circ} 00' 00''$ East 1476.53 feet to the north corner of the 29.017 Acre Camino Crest Section Two and a point on the southwest line of Hays County Road No. 127 for the north corner of this tract;

THENCE with the northeast line of the 29.017 Acre Camino Crest Section Two and the southwest line of the Hays County Road No. 127 South $43^{\circ} 43' 33''$ East 330.00 feet to a point being the north corner of the 17.588 Acre General Business Tract and the east corner of this tract;

THENCE crossing through the 29.017 Acre Camino Crest Section Two Tract and with the northwest line of a 17.588 Acre General Business Tract South $46^{\circ} 00' 00''$ West 1476.53 feet to a point on the west line of the 29.017 Acre Tract, and the east line of the Maxwell Estates Subdivision recorded in Book 8, Page 335 of the Hays County Public Records for the southwest corner of this tract;

THENCE with the west line of the 29.017 Acre Tract and the east line of the Maxwell Estates Subdivision North $32^{\circ} 42' 45''$ West 336.51 feet to the **POINT OF BEGINNING**, containing 11.429 Acres of land, more or less.

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22043045 AGREEMENT

09/09/2022 08:33:48 AM Total Fees: \$74.00

 Elaine H. Cardenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas