

C8/45

**Exhibit D, Notes
Parkland and Open Space Requirements in the PUD:**

Pursuant to Section 25-1-601 (Applicability) and the provisions of Article VIII (Parks and Recreational Facilities and Other Community Amenities) of the Consent Agreement, the private and public parkland, open space, greenbelts, and trails described in this PUD will satisfy all of the parkland dedication requirements. Park Land and Open Space will be owned by the Pilot Knob Municipal Utility District(s) and will be maintained by either the Home Owners Association or the MUD(s). Park Land and Open Space provided by the PUD will be tracked using the Park Land and Open Space Tracking Sheet provided as Exhibit P.

A. MUD CONSENT AGREEMENT

The PUD will provide minimum parkland and open space acreages as follows:

1. At least 300 acres of open space (including regional detention and parkland and trails) as conceptually illustrated on Exhibit D (Conceptual Parks and Open Space Plan), and in addition, at least 100 acres of improved parkland with amenities shall be provided. For this calculation, floodplain and detention areas may be included as open space, as was contemplated with the MUD consent agreement.
2. Other than gated areas owned and operated by the Owners Association (which would not collectively exceed 40 acres throughout the PUD), the park and open space areas will be open to the public.
3. Parks and publicly accessible open space will be dispersed throughout the PUD, and located within one-quarter (1/4) mile of each residence where feasible/practical and accessible by pedestrians and cyclists in all PUD neighborhoods.
4. The parks and recreational facilities for the PUD will in general be designed to comply with the accessibility requirements of the Americans with Disabilities Act and will meet any applicable consumer product safety standards. Some trails, such as those with a soft (mulch) surface, may not meet accessibility standards.
5. Open space is required as a percentage of land use as follows:

Land Use	% Open Space Required
Residential	10%
Commercial	20%

The provision of open space may be deferred for a subdivision or site plan if at least 75% of the total parkland and open space required by the current and all

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previous plats has been designated, notwithstanding the requirements of Chapter 25-2, Subchapter E. This provision does not waive the required open space but instead seeks to defer the provision of open space to a later stage of development.

B. LAND DEDICATION

Provision of parkland within the PUD will be as follows:

1. Parkland acreage shall be dedicated to the Pilot Knob MUD(s) in accordance with the number of residential units proposed and in the configuration shown in Exhibit D: Conceptual Parks and Open Space plan. Land to be dedicated will be labeled Park on the Preliminary Plan, if a Preliminary Plan is required, and on the Final Plat. It shall be deeded to the MUD once the proposed improvements are complete and reasonable access for maintenance exists to the parkland.
2. Parkland is required on the basis of ten acres per 1000 residents, and is calculated as follows:

$$\text{Parkland (acres)} = \frac{10 \times (\text{Number of Residential Units}) \times (\text{Residents per Unit})}{1000}$$

where the "residents per unit" is assumed to be:

Dwelling Units per Acre	Residents per Dwelling Unit
Not more than 6	2.8
More than 6 and not more than 12	2.2
More than 12	1.7

3. For the purposes of the PUD, Park Land (or parkland) may include 50 percent credit of 25 year floodplain that is part of a linear greenbelt system including a trail; and 50 percent credit of 100 year floodplain acreage. Parkland acreage counts towards Open Space requirements.
4. The provision of parkland may be deferred for a subdivision or site plan if at least 75% of the total parkland required by the current and all previous plats has been designated. Subdivisions or site plans that seek to use this provision should demonstrate pedestrian and bicycle accessibility to an existing or proposed park within ¼ mile of residences. This provision does not waive the required parkland

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but instead seeks to defer the provision of parkland to a later stage of development.

- 5. Except for linear greenbelt systems as denoted in #3, Open Space may only count as parkland if it meets Department of Park and Recreation Standards.
- 6. In accordance with Section C below, any park construction amounts above the \$400 residential LUE owed, excluding amounts paid for gated park facilities and trail construction from Section C.2., may be converted to a fee-in-lieu of land for up to 40 acres of parkland owed. The converted acreage will be shown on the tracking sheet and calculated via the following:

Each acre of parkland shall be equivalent to the fair market value of undeveloped property within the PUD area, as obtained from the Travis County Appraisal District (TCAD).

Example:

$$\begin{aligned}
 \text{Fee in lieu of} & & = & & 2 \text{ acres} & * & \$15,000/\text{acre (exact amount} \\
 \text{2 acres of parkland} & & & & & & \text{will be per TCAD)} \\
 & & = & & \$30,000 & &
 \end{aligned}$$

C. PARK IMPROVEMENT REQUIREMENTS

- 1. The Parks and Recreation Board Guidelines, Parkland and Recreation Facility Standards For Municipal Utility Districts, adopted November 27, 1984, recommends park improvements amounting to \$200 per residential living unit equivalent (LUE). The Pilot Knob PUD shall provide at least \$400 per residential living unit equivalent. The improvements shall be shown on Final Plat construction documents or site plans. The construction dollar amount for parks and trails open to the public shall be tracked using Exhibit E, "Park Land and Open Space Tracking Sheet". Costs for private facilities not open to the public will not be shown on the Tracking Sheet.
- 2. A minimum of ten miles of trails open to the public shall be provided throughout the PUD, as shown in the approximate locations on Exhibit D.
 - i.) Land in the approximate location of a trail on Exhibit D that is planned to be part of the Pilot Knob PUD trail/greenbelt system will be included as a lot in the Final Plat of the last adjacent area surrounding the trail/greenbelt. The lot will be labeled Greenbelt Park on the Preliminary Plan, if a Preliminary Plan is required, and on the Final Plat. Fiscal surety for trail construction shall be posted with the City of Austin prior to plat

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approval. The land shall be deeded to the MUD and the fiscal surety refunded once the proposed trail improvements are complete and reasonable access for maintenance exists.

- ii.) Required trail segments to be constructed shall be shown on Final Plat construction documents or site plans.
 - iii.) Specific trail alignments, designs and specifications will be approved by the City of Austin during the subdivision construction or site plan approval process.
 - iv.) At least one public access easement or public right-of-way connecting neighborhoods to trail alignments shall be provided and those easements shall be a minimum of 15 feet in width.
3. If the trails and parkland shown in Exhibit D have been constructed and the Tracking Sheet shows that the PUD is above 100% of park construction amounts owed per residential LUE, the amount of parkland improvement dollars above 100% may be credited to any subdivision or site plan to offset up to the equivalent portion of the \$400 per residential LUE in improvements owed or towards Section B.6. for fee-in-lieu of land.

D. FINAL PLAT NOTE

If parkland is not owed on a final plat, according to the Preliminary Plan, a note will be added to the final plat saying that Parkland Dedication has been satisfied in accordance with PUD ordinance no. _____. If parkland is owed, a note will be added to the final plat stating the number of acres provided to the applicable MUD and stating a cumulative acreage provided to date for the entire PUD area.

PILOT KNOB PLANNED UNIT DEVELOPMENT
Parkland/Open Space Tracking Summary

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CASE NUMBER	PARKLAND, ACRES				TOTAL PARK + OPEN SPACE, ACRES			IMPROVEMENT FEE				CONSENT AGREEMENT CREDIT, ACRES		
	REQUIRED	PROVIDED	FEE-IN-LIEU PAID	EXTRA / (DEFICIT) ¹	REQUIRED	PROVIDED	EXTRA / (DEFICIT)	FEE REQUIRED (\$400/RES'L LUE)	FEE FOR PARKLAND DEFICIT ²	IMPROVEMENTS PROVIDED	EXTRA / (DEFICIT)	GREENBELT, OPEN SPACE	UNGATED PARKLAND	GATED PARKLAND
CB14-2012-0152	0	0	0	0.0	0	0	0.0	\$0	\$0	\$0	\$0	0	0	0
CR1-2013-0222.LA ³	5.0	2.3	0.2	(2.5)	3.2	4.1	0.9	\$70,400	\$0	\$0	(\$70,400)	4.1	2.3	0
				0.0			0.0				\$0			
				0.0			0.0				\$0			
				0.0			0.0				\$0			
				0.0			0.0				\$0			
				0.0			0.0				\$0			
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				0.0			0.0				\$0			
CUMULATIVE	5.0	2.3	0.2	-2.5	3.2	4.1	0.9	\$70,400	\$0	\$0	(\$70,400)	4.1	2.3	0.0
IS DEFICIT MORE THAN 25% OF CUMULATIVE REQUIRED?				YES			NO				YES			

¹ Fee payment may be utilized for not more than 75 acres of required parkland in the PUD
² Development application processed prior to approval of the PUD.

EXHIBIT F: PERMITTED LAND USES (p. 1 of 4)

DRAFT: AUGUST 5, 2015

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ZONING USE SUMMARY TABLE				
	P = Permitted Use C = Conditional Use Permit NP = Not Permitted			
RESIDENTIAL USES	TC	EC	MR	CS
Bed & Breakfast (Group 1)	P	P	P	NP
Bed & Breakfast (Group 2)	P	P	P	NP
Condominium Residential	P	P	P	NP
Conservation Single Family	NP	NP	P	NP
Duplex Residential	P*	P*	P*	NP
Group Residential	NP	P	NP	NP
Mansion House (4/6-Plex)	NP	P	P	NP
Mobile Home Residential	NP	NP	NP	NP
Multifamily Residential	P	P	P	NP
Retirement Housing (Small Site)	P	P	P	NP
Retirement Housing (Large Site)	P	P	P	NP
Rowhouse	P	P	P	NP
Shophouse	P	P	P	NP
Short - Term Rental	P	P	P	NP
Single-Family Attached Residential	P	P	P	NP
Single-Family Residential	P	P	P	NP
Small Lot Single-Family Residential	P	P	P	NP
Townhouse Residential	P	P	P	NP
Two-Family Residential	P*	P*	P*	NP
Yard House	NP	P	P	NP
COMMERCIAL USES	U	U	MR	CS
Administrative and Business Offices	P	P	P	NP
Agricultural Sales and Services	C*	NP	NP	NP
Alternative Financial Services	P	P	P	NP
Art Gallery	P	P	P	NP
Art Workshop	P	P	P	NP
Automotive Rentals	P*	P*	NP	NP
Automotive Repair Services	NP	P	NP	NP
Automotive Sales	P	P	NP	NP
Automotive Washing (of any type)	NP	P	C*	NP
Ball Bond Services	P	P	C	NP
Building Maintenance Services	NP	P	NP	NP
Business or Trade School	P	P	P	NP
Business Support Services	P	P	NP	NP
Campground	NP	NP	NP	C*
Carriage Stable	NP	NP	NP	C*
Cocktail Lounge	P	P	P*	P*
Commercial Blood Plasma Center	P	P	C*	NP
Commercial Off-Street Parking	P	P	P	NP
Communications Services	P	P	P	NP
Construction Sales and Services	C*	P	NP	NP
Consumer Convenience Services	P	P	P	NP

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EXHIBIT F: PERMITTED LAND USES (p. 2 of 4)

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COMMERCIAL USES, continued	TC	EC	MR	OS	
Consumer Repair Services	P	P	P	NP	
Convenience Storage	NP	NP	NP	NP	
Drop-Off Recycling Collection Facility	C*	C	NP	NP	* Allowed along highway or major arterials: William Cannon Dr., Slaughter Ln., McKinney Falls Pkwy., FM 1625 and US 183.
Electronic Prototype Assembly	P	P	NP	NP	
Electronic Testing	NP	P	NP	NP	
Equipment Repair Services	NP	NP	NP	NP	
Equipment Sales	NP	NP	NP	NP	
Exterminating Services	NP	NP	NP	NP	
Financial Services	P	P	P	NP	
Food Preparation	P	P	P	NP	
Food Sales	P	P	P*	P*	*A single occupant may not exceed 500 square feet.
Funeral Services	NP	NP	NP	NP	
General Retail Sales (Convenience)	P	P	P	NP	
General Retail Sales (General)	P	P	P	NP	
Hotel-Motel	P	P	P	NP	
Indoor Entertainment	P	P	P	NP	
Indoor Sports and Recreation	P	P	P	NP	
Kennels	P*	P*	NP	NP	* A kennel use must be conducted entirely within an enclosed structure.
Laundry Services	P*	P*	NP	NP	* A single occupant may not exceed 2,000 square feet.
Liquor Sales	P	P	P	NP	
Marina	NP	NP	NP	NP	
Medical Offices -- exceeding 5000 sq. ft. gross floor area	P	P	P	NP	
Medical Offices -- not exceeding 5000 sq. ft. gross floor area	P	P	P	NP	
Monument Retail Sales	NP	NP	NP	NP	
Off-Site Accessory Parking	P	P	P	NP	
Outdoor Entertainment	P	P	P	P	
Outdoor Sports and Recreation	P	P	P	P	
Pawn Shop Services	NP	NP	NP	NP	
Pedicab Storage and Dispatch	P	P	C	C	
Personal Improvement Services	P	P	P	NP	
Personal Services	P	P	P	NP	
Pet Services	P	P	P	NP	
Plant Nursery	P	P	P	P	
Printing and Publishing	NP	NP	NP	NP	
Professional Office	P	P	P	NP	
Recreational Equipment Maint. & Stor.	NP*	NP*	NP*	NP*	* Allowed if part of a Parks and Recreation Services (General) or (Special) use.
Recreational Equipment Sales	NP	NP	NP	NP	
Research Assembly Services	P	P	NP	NP	
Research Services	P	P	NP	NP	
Research Testing Services	P	P	NP	NP	
Research Warehousing Services	NP	P	NP	NP	
Restaurant (General)	P	P	P	P	
Restaurant (Limited)	P	P	P	P	
Scrap and Salvage	NP	NP	NP	NP	
Service Station	P*	P	P**	NP	* May have the capability of fueling not more than eight vehicles at one time, unless located along US 183. ** If part of a shopping center.
Software Development	P	P	P	NP	
Special Use Historic	NP	NP	NP	NP	
Stables	NP	NP	NP	P	
Theater	P	P	P	P	
Vehicle Storage	NP	NP	NP	NP	
Veterinary Services	NP	NP	NP	NP	

EXHIBIT F: PERMITTED LAND USES (p. 3 of 4)

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CIVIC USES	TS	ES	MR	OS	
Administrative Services	P	P	P	NP	
Aviation Facilities	NP	NP	NP	P	
Camp	NP	NP	NP	NP	
Cemetery	NP	NP	NP	NP	
Club or Lodge #	P	P	P	P	
College and University Facilities	P	P	P	NP	
Communication Service Facilities	P	P	P	P	
Community Events	P	P	P	P	
Community Recreation (Private)	P	P	P	P	
Community Recreation (Public)	P	P	P	P	
Congregate Living	P	P	C*	NP	* Allowed if no more than 30 residents.
Convalescent Services	P	P	C*	NP	* Allowed if no more than 30 residents.
Convention Center	NP	NP	NP	NP	
Counseling Services	P	P	P	NP	
Cultural Services	P	P	P	P	
Day Care Services (Commercial)	P	P	P	P	
Day Care Services (General)	P	P	P	P	
Day Care Services (Limited)	P	P	P	P	
Detention Facilities	NP	NP	NP	NP	
Employee Recreation	P	P	P	NP	
Family Home	P	P	P	NP	
Group Home, Class I (General)	P	P	P	NP	
Group Home, Class I (Limited)	P	P	P	NP	
Group Home, Class II	P	P	P	NP	
Guidance Services	P	P	P	NP	
Hospital Services (General)	P	P	P	NP	
Hospital Services (Limited)	P	P	P	NP	
Local Utility Services	P	P	P	P	
Maintenance and Service Facilities	NP	NP	NP	C*	* Allowed only if use is supporting/maintaining open space, recreational, landscape uses.
Major Public Facilities	C	C	C	C	
Major Utility Facilities	C	C	C	C	
Military Installations	NP	NP	NP	NP	
Park and Recreation Services (General)	P	P	P	P	
Park and Recreation Services (Special)	P	P	P	P	
Postal Facilities	P	P	NP	NP	
Private Primary Educational Facilities	P	P	P	P	

EXHIBIT F: PERMITTED LAND USES (p. 4 of 4)

DRAFT: AUGUST 5, 2015

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CIVIC USES, continued	TC	EC	MR	OS	
Private Secondary Educational Facilities	P	P	P	P	
Public Primary Educational Facilities	P	P	P	P	
Public Secondary Educational Facilities	P	P	P	P	
Railroad Facilities	NP	NP	NP	NP	
Religious Assembly	P	P	P	P	
Residential Treatment	NP	NP	NP	NP	
Safety Services	P	P	P	P	
Telecommunication tower – subject to 25-2-839 (13-2-235 and 13-2-273)	P*	P*	C	C	* A telecommunications tower must be located on top of a building or be an architectural component of the building. Free standing towers are prohibited. Existing towers are to be allowed as shown on the Land Use Plan.
Transitional Housing	NP	NP	NP	NP	
Transportation Terminal	P	P	NP	NP	
INDUSTRIAL USES					
Basic Industry	NP	NP	NP	NP	
Custom Manufacturing	P*	P	P**	NP	* A single occupant may not exceed 5,000 square feet of gross floor area or produce external noise, vibration, smoke, odor, heat, glare, fumes, electrical interference or waste runoff. Outdoor storage of materials and wholesale distribution of goods is prohibited. **A single occupant may not exceed 2,500 square feet of gross floor area or produce external noise, vibration, smoke, odor, heat, glare, fumes, electrical interference or waste runoff. Outdoor storage of materials and wholesale distribution of goods is prohibited.
General Warehousing and Distribution	NP	P	NP	NP	
Light Manufacturing	NP	P	NP	NP	
Limited Warehousing and Distribution	NP	P	NP	NP	
Recycling Center	NP	NP	NP	NP	
Resource Extraction	NP	NP	NP	NP	
AGRICULTURAL USES					
Animal Production	NP	NP	NP	NP	
Community Garden	P	P	P	P	
Crop Production	NP*	NP*	NP*	NP*	* Allowed until site is developed in accordance with the PUD
Horticulture	NP	NP	NP	NP	
Support Housing	NP	NP	NP	NP	
Urban Farm	P	P	P	P	

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EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 1 of 4)
 DRAFT: AUGUST 5, 2015

MIXED RESIDENTIAL AREA (MR)							
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	ZERO LOT LINE DETACHED (YARD HOUSE)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL 3- TO 6-PLEX (MANSION HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	1,200 SF 1,400 SF (on corner lots)	800 SF 800 SF (on corner lots)	6,000 SF	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	50 FT.	80 FT.	25 FT.	25 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	40 FT. and 3 stories	40 FT. and 3 stories	65 FT.	65 FT.	65 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT. ²	0 FT.	5 FT.	10 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	75%	95%	75%	90%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.
2. One side of a zero lot line Yard House exterior wall may be located on one of the lot's side property lines, however, the exterior sideyard-facing building walls of adjoining lots must be separated by a minimum of five (5) feet. (Access and/or maintenance easements may need to be created by individual builders or property owners to facilitate maintenance of buildings and/or areas that are located on or very close to an interior sideyard property line.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

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EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 2 of 4)
 DRAFT: AUGUST 5, 2015

EMPLOYMENT CENTER (EC)					
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC	COMMERCIAL
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF on corner lots	12,500 SF	3,600 SF 4,000 SF on corner lots	3,600 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT. 19 FT. on corner lots	80 FT.	50 FT.	50 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	75 FT.	75 FT.	75 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT.	10 FT.	10 FT.	10 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	5 FT.	10 FT.	10 FT.
Maximum Impervious Cover	75%	95%	95%	90%	90%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 3 of 4)
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TOWN CENTER (TC)					
	RESIDENTIAL DETACHED (YARD HOUSE AND OTHERS)	RESIDENTIAL ATTACHED (ROW/SHOP HOUSE)	RESIDENTIAL MULTI-FAMILY	CIVIC²	COMMERCIAL²
Minimum Lot Size	1,200 SF 1,400 SF (on corner lots)	600 SF 800 SF on corner lots	12,500 SF	2,500 SF	2,500 SF
Minimum Lot Width	20 FT. 25 FT. on corner lots	14 FT 19 FT. on corner lots	80 FT.	25 FT.	25 FT.
Maximum Height	40 FT. and 3 stories	40 FT. and 3 stories	120 FT.	120 FT.	120 FT.
Minimum Front Yard Setback	5 FT.	5 FT.	0 FT.	0 FT.	0 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.	5 FT.	0 FT.	0 FT.
Minimum Interior Side Yard Setback	3 FT.-1 IN. ¹	0 FT.	5 FT.	0 FT.	0 FT.
Minimum Rear Yard Setback	5 FT.	5 FT.	0 FT.	0 FT.	0 FT.
Maximum Impervious Cover	75%	95%	95%	100%	100%

FOOTNOTES:

1. A minimum side yard setback of 3'-1" is permitted (measured from face of building to property line) provided that the adjoining side yard setback is a minimum of 3'-11" to create a face-of-building to face-of-building clear space of at least seven (7) feet.
2. Parking facilities in Town Center may be retained in common for reciprocal use by Town Center commercial and office civic tenants (but such facilities are not required) and may (but need not) be included as part of the building lot

GENERAL NOTES:

1. Mixed use multi-family buildings with ground level commercial use shall follow commercial site development regulations.
2. Uncovered steps of a porch or stoop may project into a required yard.

EXHIBIT G: SITE DEVELOPMENT REGULATIONS (p. 4 of 4)
DRAFT: MAY 1, 2013

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OPEN SPACE (OS)		
	CIVIC	COMMERCIAL
Minimum Lot Size	5,000 SF	5,000 SF
Minimum Lot Width	20 FT.	20 FT.
Maximum Height	35 FT.	35 FT.
Minimum Front Yard Setback	5 FT.	5 FT.
Minimum Street Side Yard Setback	5 FT.	5 FT.
Minimum Interior Side Yard Setback	0 FT.	0 FT.
Minimum Rear Yard Setback	0 FT.	0 FT.
Maximum Impervious Cover	75%	75%

EXHIBIT H: OFF-STREET PARKING AND LOADING REGULATIONS

DRAFT: SEPTEMBER 2, 2015

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- (1) There is no off-street loading requirement for a building with less than 10,000 square feet (to be designated) of gross building area. The director shall determine the location, number, and dimensions of the off-street loading for a larger building. These may be located on certain streets in the on-street parking zone. Loading spaces may be shared between two different, but adjacent uses and/or properties. The Director may establish/approve other exceptions to Appendix A.
- (2) Except as approved by the Director, parking in alleys is prohibited.
- (3) This section established minimum vehicular parking requirements.
 - a. Except as otherwise provided in this subsection, a commercial use shall provide one parking space for every 500 square feet of gross building area.
 - b. An office use shall provide one parking space for every 500 square feet of gross building area.
 - c. A condominium residential, multi-family residential, group residential, Mansion House, or retirement housing use shall provide one parking space for the first bedroom of a dwelling unit and 0.5 parking space for each additional bedroom.
 - d. A townhouse residential, single-family residential, duplex residential, yard house, row house, shop house, group home or family home use shall provide two parking spaces for each dwelling unit. A yard house is not required to provide additional parking for an accessory dwelling unit if that accessory dwelling unit does not contain more than 700 square feet of gross building area. A shop house is not required to provide additional parking for a commercial use if that commercial use does not exceed 750 square feet.
 - e. An indoor entertainment use shall provide one parking space for every 15 seats.
 - f. An amphitheater shall provide one parking space for every 15 seats.
 - g. A sports playfield use shall provide eight parking spaces per field.
 - h. Off-street parking is not required for park and recreational facilities, community recreation facilities,
 - i. community events facilities or outdoor sports and recreation facilities (such as neighborhood parks, pavilions, picnic shelters or tables, playgrounds, swimming pools, boat rental facilities, basketball/sport courts, or bike rental facilities, excepting playfields, as noted above).

The Director shall determine the parking requirement for any use not listed in this subsection.
- (4) In the Town Center (TC) land use area, the required parking for a use may be located anywhere in the land use area. Community parking facilities are encouraged.
- (5) In the Town Center (TC), Employment Center (EC), Mixed Residential (MR) and Open Space (OS) land use areas of the PUD, shared parking will be allowed between different properties. These will generally comply with the City of Austin's current shared parking regulations, but the Director may approve variances from these.
- (6) Note: *Accessible parking spaces must be located on the shortest possible accessible route of travel to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible spaces must be dispersed and located near the accessible entrances.* (Cited from IBC 1106.6)
- (7) In all areas of the PUD, any off-street loading spaces are allowed to be located on-street, in the public ROW, on streets and drives that have such space designed for on-street parking. When located on-street, the minimum dimension of such off-street loading space may be reduced to 10 feet by 30 feet.
- (8) Adjacent properties may share and are encouraged to share off-street or on-street loading spaces.

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EXHIBIT I

08/15/15

**DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS
REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES**

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for the Easton Park Development (this "Restrictive Covenant"), is executed by Carma Easton LLC, a Texas limited liability company ("Declarant"), and is as follows:

GENERAL RECITALS:

DECLARANT: Carma Easton LLC, a Texas limited liability company

ADDRESS: 9737 Great Hills Trail, Suite 260, Austin, Texas 78759

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin (the "City") to Declarant, the receipt and sufficiency of which are acknowledged.

PROPERTY: Declarant owns land (the "Property") within Travis County, more particularly described on **EXHIBIT A** attached and incorporated by reference.

A. Definitions.

1. Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
2. Facilities. The term "Facilities" means those drainage facilities that convey and receive stormwater runoff and that are more particularly described on **EXHIBIT B** attached and incorporated by reference.
3. District. The term "District" means the Pilot Knob Municipal Utility District No. 3, a political subdivision of the State of Texas created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code.

B. Declaration.

Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. Declarant declares that the Property is subject to

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the following covenants, conditions and restrictions which run with the Property and bind all parties having right, title, or interest in or to the Property or any part, their respective heirs, successors, and assigns and inure to the benefit of each Owner and the District.

AGREEMENTS:

- 1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
- 2.1 Easement to the District. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the District, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas 78701, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities, in, upon and across portions of the Property as more particularly described in EXHIBIT C attached hereto and incorporated by reference (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the District and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

- 2.2 Easement to the Owners. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the Owners, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the Owners and their respective successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

- 2.3 Easement to the City. Declarant hereby grants and conveys and by these presents does GRANT AND CONVEY unto the City, whose address is Post Office Box 1088, Austin, Texas 78767-1088, Attn: Planning and Development Review Department, a non-exclusive easement for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of the Facilities in, upon and across the Easement Tract.

TO HAVE AND TO HOLD the same perpetually to the City and its successors and assigns, together with the privilege at any and all times to enter the Easement Tract for the purpose of operating, inspecting, monitoring, maintaining, replacing, upgrading and repairing, as applicable, the Facilities. This easement is made and accepted subject to all easements,

covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Easement Tract.

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3. Maintenance. The Owners shall continuously maintain the Facilities in accordance with the requirements of the City and in a good and functioning condition until such time as the Facilities have been constructed and the District has accepted the Facilities for maintenance, at which time the District will maintain the Facilities. The District may levy assessments to discharge the maintenance obligations of the Facilities. Each Owner is jointly and severally liable for the maintenance of the Facilities, but only in the event that the District fails to discharge its obligation to maintain the Facilities. After full purpose annexation of the Property by the City, the City will maintain the Facilities. The portion of the Property on which the Facilities are located may not be used for any purpose inconsistent with or detrimental to the proper operation of the Facilities.
4. Notice of City Entry. Prior to the City's full purpose annexation of the Property, the City shall give the District and the Owners thirty (30) days' prior written notice of the City's intent to enter all or part of the Easement Tract for the purpose of operating, maintaining, replacing, upgrading or repairing, as applicable, the Facilities; provided, however, that in the event of an emergency, the City shall be required to give prior notice within a reasonable period of time. Reasonableness shall be determined in accordance with the nature of circumstances of the emergency. The City shall have the right to enter the Easement Tract without notification for the purposes of monitoring and inspection only.
5. General Provisions.
 - A. Enforcement. If any person, persons, corporation, or entity of any other character violates or attempts to violate this Restrictive Covenant, it will be lawful for the City, its successors and assigns, to prosecute proceedings at law, or in equity, against the person, or entity violating or attempting to violate such covenant and to prevent the person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
 - B. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Records of Travis County, Texas, approved and executed by (a) the Director of the Planning and Development Review Department of the City or successor department; (b) the Owners of the Property; (c) any mortgagees holding security interests on any portion of the Property, and (d) from and after such time as the District has accepted the Facilities for maintenance, the District. Such action only becomes effective after it is reduced to writing, signed by all of the required parties described in the immediately preceding sentence, and filed in the Real Property Records of Travis County.
 - C. Duration. Unless modified, amended, or terminated in accordance with Paragraph 5(B), this Restrictive Covenant remains in effect in perpetuity.

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- D. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind the District and the Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, the former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance. When the City full purpose annexes the Property and accepts the Facilities for maintenance, the District will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that the District had in connection with the maintenance of the Facilities from and after the date of such full purpose annexation, but no such full purpose annexation releases the District from any liabilities, if any, actual or contingent, existing as of the time of such full purpose annexation.

- E. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.

- H. Notices. Any Notice to the District, Declarant, any other Owner, or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Any change in ownership or address requires notice to the District, Declarant, all other Owners, and the City.

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City:

City of Austin
Planning and Development Review Department
P.O. Box 1088
Austin, Texas 78767-1088
ATTN: _____
Case No. _____

Declarant:

Carma Easton LLC
9757 Great Hills Trail, Suite 260
Austin, Texas 78759
ATTN: Shaun E. Cranston, P.Eng.

With a copy to (which shall not constitute notice):

DuBois Bryant & Campbell LLC
ATTN: E. Scott Lineberry
303 Colorado, Suite 2300
Austin, Texas 78701

District:

Pilot Knob Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the District, Declarant, any other Owner, or the City in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the District, Declarant, or any other Owner to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the District, Declarant, or any other Owner may have hereunder by reason of any breach of this Restrictive Covenant.
- K. Excusable Delays. Whenever performance is required of the District or any Owner hereunder, the District or the Owner, as the case may be, shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at

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any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the District or the Owner, as the case may be (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

- L. Existing Encumbrances. The easements and other rights granted or created by this Restrictive Covenant are subject to any and all matters of record affecting the Property.
- M. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- N. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- O. Counterparts. This Restrictive Covenant may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Executed on the date set forth in the acknowledgment below to be effective on _____, 20__.

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DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, _____ of Carma Easton LLC, a Texas limited liability
company, on behalf of such limited liability company.

Notary Public, State of Texas

ACCEPTED: PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT

CITY OF AUSTIN

C 8/666

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

**AFFIDAVIT THAT THERE ARE NO LIENS AGAINST
THE REFERENCED PROPERTY**

C 8/67

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, _____ of Carma Easton LLC, a Texas limited liability company, who being known to me duly sworn, stated as follows:

1. "My name is _____. I am _____ of Carma Easton LLC and am authorized by Carma Easton LLC to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the limited liability company who holds title to the property and I have recently reviewed the limited liability's records of ownership of this Property (as defined below).

2. There is no lien held by any person, including any bank or similar corporate person, against the property described on the attached and incorporated **Exhibit A** (the "Property").

“Further Affiant sayeth not.”

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CARMA EASTON LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, _____ of Carma Easton LLC, a Texas limited
liability company, on behalf of such limited liability company.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin
Department of Planning and Development Review Department
P.O. Box 1088
Austin, Texas 78767

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Project Name: _____
Attn: _____ [Project Manager]
CIP No. _____ [if applicable]

EXHIBIT A

The Property

[see attached]

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EXHIBIT B
Drainage Facilities

C 8/71

[see attached]

EXHIBIT C

The Easement Tract

[see attached]

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