

CITY OF ROCKWALL

ORDINANCE NO. 17-60

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 74 (PD-74) [ORDINANCE NO. 16-59] AND THE UNIFIED DEVELOPMENT CODE [ORDINANCE NO. 04-38] OF THE CITY OF ROCKWALL, AS HERETOFORE AMENDED, BY AMENDING THE PLANNED DEVELOPMENT CONCEPT PLAN AND THE DEVELOPMENT STANDARDS APPROVED WITH ORDINANCE NO. 16-59, BEING A 405.184-ACRE TRACT OF LAND SITUATED IN THE J. STRICKLAND SURVEY, ABSTRACT NO. 187, T. R. BAILEY SURVEY, ABSTRACT NO. 30 AND THE J. SIMMONS SURVEY, ABSTRACT NO. 190, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS AND MORE FULLY DESCRIBED HEREIN BY EXHIBIT 'A'; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request by the John Arnold of the Skorburg Company on behalf of Breezy Hill 405, LTD for an amendment to the Planned Development Concept Plan and Development Standards contained within Planned Development District 74 (PD-74) [*specifically contained within Ordinance No. 16-59*] and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall, for a 405.184-acre tract of land situated in the J. Strickland Survey, Abstract No. 187, T. R. Bailey Survey, Abstract No. 30 and the J. Simmons Survey, Abstract No. 190, Rockwall, Rockwall County, Texas and more fully described in *Exhibit 'A'* of this ordinance, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that Planned Development District 74 [*Ordinance No. 16-59*] and the Unified Development Code [*Ordinance No. 04-38*] should be amended as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

Section 1. That the approval of this ordinance shall supersede all requirements stipulated in *Ordinance No. 16-59*;

Section 2. That the *Subject Property* shall be used only in the manner and for the purposes authorized by this Planned Development District Ordinance and the Unified Development Code [*Ordinance No. 04-38*] of the City of Rockwall as heretofore amended, as amended herein by granting this zoning change, and as maybe amended in the future;

Section 3. That development of the *Subject Property* shall generally be in accordance with the *Planned Development Concept Plan*, described in *Exhibit 'B'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'B'*, which is deemed hereby to be a condition of

approval of the amended zoning classification for the *Subject Property*;

Section 4. That development of the *Subject Property* shall generally be in accordance with the *Development Standards*, described in *Exhibit 'C'* of this ordinance, attached hereto and incorporated herein by reference as *Exhibit 'C'*, which is deemed hereby to be a condition of approval of the amended zoning classification for the *Subject Property*;

Section 5. That a master parks and open space plan for the Property, prepared in accordance with this ordinance and consistent with the *Planned Development Concept Plan*, (*Open Space Master Plan*) shall be considered for approval by the City Council following recommendation of the Parks and Recreation Board.

Section 6. That development of the *Subject Property* shall be in conformance with the schedule listed below (*except as set forth below with regard to simultaneous processing and approvals*).

- (a) The procedures set forth in the City's subdivision regulations on the date this ordinance is approved by the City, as amended by this ordinance (*including Subsections 5(b) through 5(f) below*), shall be the exclusive procedures applicable to the subdivision and platting of the Property.
- (b) The following plans and plats shall be required in the order listed below (*except as set forth below with regard to simultaneous processing and approvals*). The City Council shall act on an application for an *Open Space Master Plan* in accordance with the time period specified in Section 212.009 of the Texas Local Government Code.
 - 1. Open Space Master Plan
 - 2. Master plat
 - 3. PD development plans (*required for retail areas only*)
 - 4. PD site plans
 - 5. Preliminary plats
 - 6. Final plats
- (c) A Master Plat application covering all of the *Subject Property*, other than the area designated on the *Planned Development Concept Plan* as *Retail*, shall be submitted and shall identify each phase of development. No master plat application shall be approved until the *Open Space Master Plan* for all of the Property has been approved; however, the *Open Space Master Plan* may be processed by the City concurrently with the master plat application.
- (d) A *PD Development Plan* must be approved for the area designated on the Concept Plan as *Retail* prior to submittal of a *PD Site Plan* application and/or a preliminary plat application. No master plat is required for the area designated on the Concept Plan as *Retail*. A traffic impact analysis for the retail tract shall be submitted with the *PD Development Plan* to determine the extent and timing of any recommended facilities and/or improvements to the surrounding roadway network. The traffic impact analysis may be updated with each *PD Site Plan* for the retail tract.
- (e) A preliminary plat application shall be submitted for each phase of residential development. A *PD Site Plan* application, including a site plan application for improvements for parkland or trails, may be processed by the City concurrently with a preliminary plat application for that phase of the development.
- (f) A *Capital Facilities Agreement* in the form of *Exhibit 'D'*, attached hereto and incorporated herein by reference as *Exhibit 'D'*, shall be executed by Developer providing for delivery of adequate public facilities and services within the District.

Section 7. That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine

not to exceed the sum of *Two Thousand Dollars* (\$2,000.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense;

Section 8. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Unified Development Code, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable;

Section 9. The standards in this ordinance shall control in the event of a conflict between this ordinance and any provision of the Unified Development Code or any provision of the City Code, ordinance, resolution, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this ordinance. References to zoning district regulations or other standards in the Unified Development Code (including references to the *Unified Development Code*), and references to overlay districts, in this ordinance or any of the Exhibits hereto are those in effect on the date this ordinance was passed and approved by the City Council of the City of Rockwall, Texas;

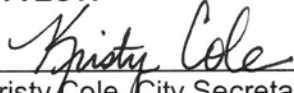
Section 10. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides;

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 6TH DAY OF NOVEMBER, 2017.**



Jim Pruitt, Mayor

ATTEST:



Kristy Cole, City Secretary

APPROVED AS TO FORM:



Frank J. Garza, City Attorney

1st Reading: October 16, 2017

2nd Reading: November 6, 2017

Exhibit 'A':
Legal Description

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN PARTS OF THE J. STRICKLAND SURVEY, ABSTRACT NUMBER 187, T. R. BAILEY SURVEY, ABSTRACT NUMBER 30 AND THE J. SIMMONS SURVEY, ABSTRACT NUMBER 190 OF ROCKWALL COUNTY, AND BEING THAT TRACT OF LAND CONVEYED TO W.W. CARUTH, JR. ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 66, PAGE 493, DEED RECORDS OF ROCKWALL COUNTY, TEXAS (D.R.R.C.T.) ALSO A PORTION OF THE J. STRICKLAND SURVEY, ABSTRACT 794-3 LYING IN COLLIN COUNTY, TEXAS, THAT TRACT OF LAND CONVEYED TO MABEL CARUTH ACCORDING TO THE FILE OF RECORD IN COUNTY CLERK FILE NUMBER 92-0054539 OF COLLIN COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE BASE OF A CORNER POST, SAID IRON ROD BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO DONG WON KANG RECORDED IN VOLUME 4703, PAGE 1402, D.R.R.C.T., AND SAME (BEING THE SOUTHEAST CORNER OF SAID TRACT "ONE" AS SHOWN HEREON;

THENCE NORTH 89°21'28" EAST, A DISTANCE OF 2077.92 FEET TO A 1/2" IRON ROD FOUND FOR A CORNER OF THIS TRACT;

THENCE SOUTH 00°01'37" EAST, GENERALLY ALONG THE CENTER OF A GRAVEL ROAD, A DISTANCE OF 1274.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE SOUTH 89°19'07" EAST, GENERALLY ALONG THE CENTER OF A GRAVEL ROAD, A DISTANCE OF 686.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE SOUTH 00°42'37" EAST, ALONG THE CENTER OF BREEZY HILLS ROAD, A DISTANCE OF 4777.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER IN THE NORTH LINE OF F.M. HIGHWAY 552, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89°20'36" WEST, ALONG THE NORTH LINE OF SAID F.M. HIGHWAY, A DISTANCE OF 1887.13 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER IN A ENTRYWAY OF A RANCH ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 00°31'43" WEST, GENERALLY ALONG THE CENTER OF SAID RANCH ROAD, PASSING AT A DISTANCE OF 10.00 FEET A 1/2" IRON ROD FOUND ON THE WEST LINE OF THIS TRACT AND CONTINUING A TOTAL DISTANCE OF 593.55 FEET TO A S/S" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE SOUTH S9°15'47" WEST, A DISTANCE OF 503.29 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE NORTH 01°31'06" WEST, A DISTANCE OF 1189.10 FEET TO A 5/8" IRON ROD FOUND AT THE BASE OF A CORNER POST, FOR A CORNER OF THIS TRACT;

THENCE SOUTH 88°05'58" WEST, A DISTANCE OF 1546.66 FEET TO A 3/8" IRON ROD

Exhibit 'A':
Legal Description

FOUND FOR A CORNER OF THIS TRACT;

THENCE NORTH 00°47'14" WEST, A DISTANCE OF 1067.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE NORTH 88°33'50" E, A DISTANCE OF 748.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE NORTH 00°45'11" W, A DISTANCE OF 2243.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER FOR A CORNER OF THIS TRACT;

THENCE NORTH 89°21'28" E, A DISTANCE OF 754.93 FEET TO THE POINT OF BEGINNING, AND CONTAINING 405.184 ACRES OF LAND, MORE OR LESS.

Exhibit 'B':
Concept Plan

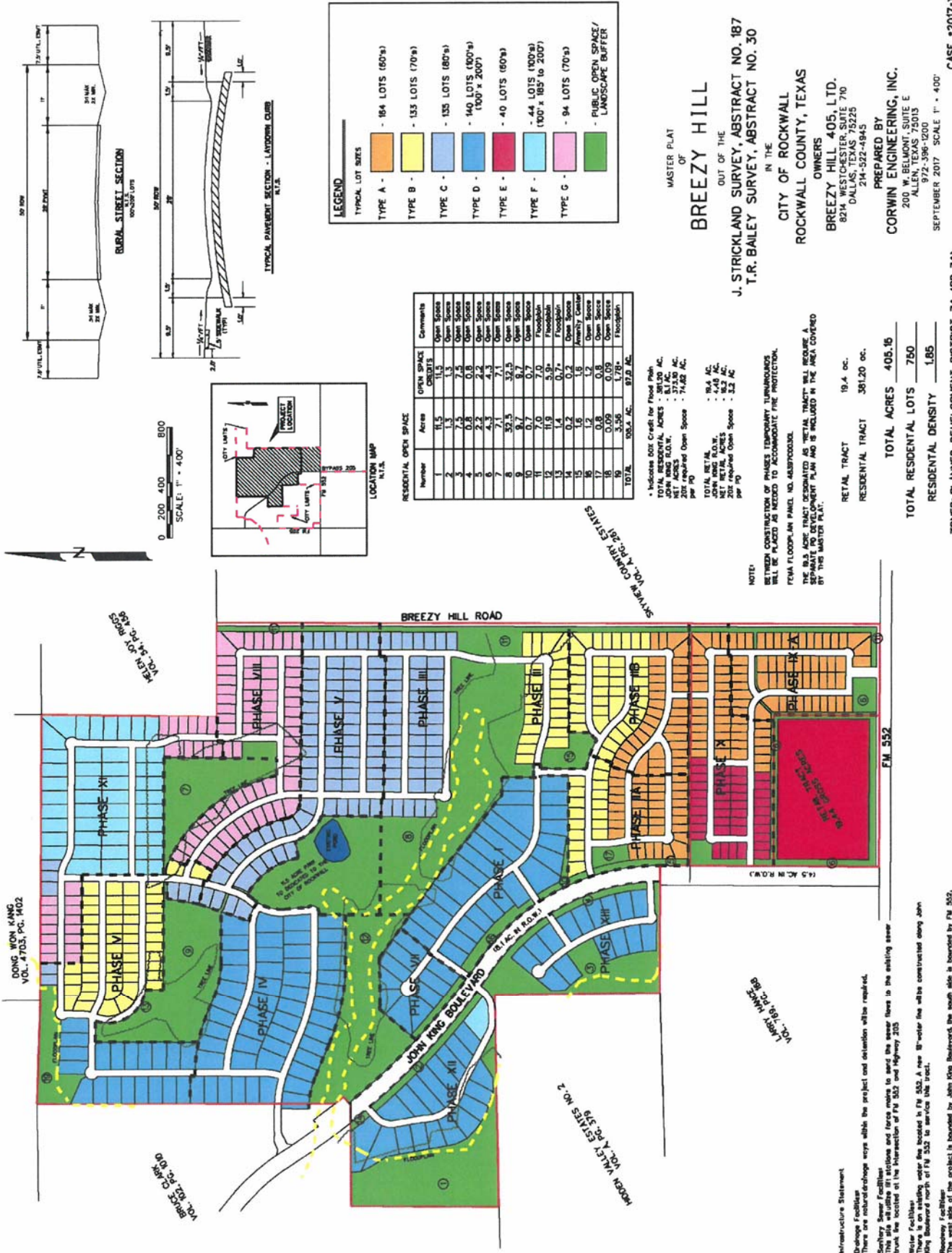


Exhibit 'C':
PD Development Standards

A. GENERAL REQUIREMENTS

1. *Uses Allowed.* The following uses are permitted for the Property.

- a. *Residential uses.* Uses permitted of right or by Specific Use Permit (SUP) for the Single Family 10 (SF-10) District, as set forth in Article IV, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance 04-38], shall be allowed for areas designated as single-family on the *Concept Plan*, subject to approval of a Specific Use Permit (SUP) if required by the Single Family 10 (SF-10) District regulations.
- b. *Non-residential uses.* Non-residential uses shall be allowed only within the area designated as retail on the approved *Concept Plan* for the district, and are limited to those uses permitted of right or by special use permit for the General Retail (GR) District subject to approval of a *PD Development Plan* and *PD Site Plan* in accordance with the Planned Development District regulations contained in Section 2 of Article X, *Planned Development Regulations*, of the Unified Development Code [Ordinance No. 04-38], and subject to approval of a Specific Use Permit (SUP) if required by the General Retail (GR) District regulations; provided, however, that the following uses are expressly prohibited:

- ☒ Animal Hospital, Clinic
- ☒ Convent or Monastery
- ☒ Hotel or Motel
- ☒ Hotel, Residence
- ☒ Cemetery/Mausoleum
- ☒ Mortuary of Funeral Chapel
- ☒ Social Service Provider
- ☒ Billiard Parlor or Pool Hall
- ☒ Carnival, Circus, or Amusement Ride
- ☒ Commercial Amusement/Recreation (Outside)
- ☒ Gun Club, Skeet or Target Range (indoor)
- ☒ Astrologer, Hypnotist, or Psychic Art and Science
- ☒ Garden Supply/Plant Nursery
- ☒ Night Club, Discotheque, or Dance Hall
- ☒ Secondhand Dealer
- ☒ Car Wash, Self Service*
- ☒ Service Station*
- ☒ Mining and Extraction (Sand, Gravel, Oil & other)
- ☒ Helipad
- ☒ Railroad Yard or Shop
- ☒ Transit Passenger Facility

* Not including a convenience store with an accessory car wash use or more than four (4) gas pumps, which accessory uses are permitted by SUP.

The following additional use shall be permitted of right in the PD District:

- ☒ Grocery Store with a maximum building area of one hundred and thirty thousand (130,000) square feet.

- c. *Design of Non-Residential Uses.* The retail area shall be designed to be pedestrian-oriented and easily accessible to adjacent residential neighborhoods. Additionally, the retail area shall be designed and constructed to be integrated with adjacent uses, not separated from them by screening walls or other physical barriers. This will be accomplished by creating paths from adjacent development into the retail area and through the use of landscaping buffers, building design and other urban design elements to create compatibility with the surrounding residential neighborhood.

Exhibit 'C':
PD Development Standards

- d. *Density and Lot Composition.* No more than 750 single-family residential dwelling units may be constructed within the *Subject Property*. The single-family residential units shall be allocated by product type in accordance with the following table:

Table 1: Lot Composition

Lot Type	Lot Size Minimum	Lot SF Minimum	Driveway Access	Total Units	Total Dwelling Units (%)
A	60' x 120'	7,200	Front	164	21.86%
B	70' x 120'	8,400	Front	131	17.46%
C	80' x 125'	10,000	Front	137	18.27%
D	100' x 200'	20,000	Front	140	18.67%
E	60' x 120'	7,200	Front	40	05.34%
F	100' x 180'	18,000	Front	44	05.87%
G	70' x 120'	8,400	Front	94	12.53%
AVERAGE LOT SIZE:		10,000			
MAXIMUM ALLOWED TOTAL UNITS:				750	100%

2. *Development Standards Applicable.* Except as may be modified by these *Development Standards*, residential uses shall be subject to the development standards for a Single Family 10 (SF-10) District, as set forth in Section 3.4 of Article V, *District Development Standards*, Unified Development Code [Ordinance No. 04-38]; to the development standards in the SH-205 Bypass Overlay (205 BY-OV) District; and to all supplemental standards contained in the Unified Development Code [Ordinance No. 04-38].

B. SPECIAL DEVELOPMENT STANDARDS

1. *Dimensional Standards for Residential Uses.*

Table 2: Lot Type Matrix

Lot Types	A	B	C	D	E	F	G
Maximum Building Height	36'	36'	36'	36'	36'	36'	36'
Minimum Air Conditioned Square Footage	2,200	2,400	2,600 ²	3,000	2,200	3,000	2,400
Minimum Front Yard Building Setback	20' ⁴	20'	20'	40' ³	20' ⁴	40' ³	20'
Minimum Rear Yard Building Setback	10'	10'	15'	15'	10'	15'	10'
Minimum Side Yard (Interior)	5'	5'	6'	7'	5'	7'	5'
Minimum Side Yard Adjacent to a Street	15'	15'	15'	15'	15'	15'	15'
Minimum Distance of Driveway (from Property Line)	20'	20'	20'	40'	20'	40'	20'
Minimum Lot Area (Square Feet)	7,200	8,400	10,000	20,000	7,200	18,000	8,400
Minimum Lot Frontage ¹	60'	70'	80'	100'	60'	100'	70'

Notes:

¹: Lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by twenty percent (20%) in lot width measured at the front property line provided that the lot width will be met at the front building line. Additionally, the lot depth on lots fronting onto curvilinear streets, cul-de-sacs and eyebrows may be reduced by up to 10 percent (10%) but shall meet the minimum lot size for each lot type as referenced within Table 1.

²: A maximum of 20% of the lots may have homes not less than 2,500 sq. ft.

³: The Director of Planning or his designee may grant a reduction in the required 40-foot front yard building setback of up to five (5) feet for lots situated along cul-de-sacs or curvilinear streets, or where a 40-foot front yard building setback would create an undue hardship on the property.

⁴: Front porch may encroach to within 10-feet of the front property line on Lot Types 'A', 'B', 'C' & 'E'.

Exhibit 'C':
PD Development Standards

2. *Development Standards for Residential Uses by Lot Product/Type*

a. *Detached Single Family Lot Type A*

Development Standards	
Minimum Lot Size	7,200 SF
Minimum Lot Width (@ Front Building Line)	60'
Minimum Lot Depth	110'
Minimum Lot Width (Corner Lot)	65'
Minimum Side Yard Setback	5'
Minimum Front Yard Building Setback	20'
Minimum Rear Yard Building Setback	10'
Minimum Air Conditioned Square Footage	2,200 SF
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation	Garages will be allowed to have the garage accessed from the street using traditional "swing" or "J" drive. Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. A minimum of 33% of Type 'A' lots shall have 3-car garages.
Maximum Lot Coverage	65%

b. *Detached Single Family Lot Type B*

Development Standards	
Minimum Lot Size	8,400 SF
Minimum Lot Width (@ Front Building Line)	70'
Minimum Lot Depth	120'
Minimum Lot Width (Corner Lot)	75'
Minimum Side Yard Setback	5'
Minimum Front Yard Building Setback	20'
Minimum Rear Yard Building Setback	10'
Minimum Air Conditioned Square Footage	2,400 SF
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation	Garages will be allowed to have the garage accessed from the street using traditional "swing" or "J" drives. Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. A minimum of 33% of Type 'B' lots shall have 3 car garages.
Maximum Lot Coverage	65%

Exhibit 'C':
PD Development Standards

c. *Detached Single Family Lot Type C*

Development Standards	
Minimum Lot Size	10,000 SF
Minimum Lot Width (@ Front Building Line)	80'
Minimum Lot Depth	125'
Minimum Lot Width (Corner Lot)	85'
Minimum Side Yard Setback	6'
Minimum Front Yard Building Setback	20'
Minimum Rear Yard Building Setback	15'
Minimum Air Conditioned Square Footage	2,600 SF ¹
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation	Traditional "swing" or "J" drive required. Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. A minimum of 80% of Type 'C' lots shall have 3 car garages.
Maximum Lot Coverage	65%

Notes:

¹: A maximum of 20% of the lots may have homes not less than 2,500 sq. ft.

d. *Detached Single Family Lot Type D*

Development Standards	
Minimum Lot Size	20,000 SF
Minimum Lot Width (@ Front Building Line)	100'
Minimum Lot Depth	175'
Minimum Lot Width (Corner Lot)	100'
Minimum Side Yard Setback	7'
Minimum Front Yard Building Setback	40' ¹
Minimum Rear Yard Building Setback	15'
Minimum Air Conditioned Square Footage	3,000 SF
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation	Traditional "swing" or "J" drive required. Single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. 80% of Type D lots shall have a minimum of 3 car garages.
Maximum Lot Coverage	70%

Notes:

¹: The Director of Planning or his designee may grant a reduction in the required 40-foot front yard building setback of up to five (5) feet for lots situated along cul-de-sacs or curvilinear streets, or where a 40-foot front yard building setback would create an undue hardship on the property.

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e. Detached Single Family Lot Type E

Development Standards	
Minimum Lot Size	7,200 SF
Minimum Lot Width (@ Front Building Line)	60'
Minimum Lot Depth	110'
Minimum Lot Width (Corner Lot)	65'
Minimum Side Yard Setback	5'
Minimum Front Yard Building Setback	20' (Front porch may encroach to within 10-feet of the front property line) ¹
Minimum Rear Yard Building Setback	10'
Minimum Air Conditioned Square Footage	2,200 SF
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation ¹	Up to 50% of garages will be allowed to be accessed from the street in a front entry format (i.e. facing the street even with the front façade of the primary structure); however, a minimum driveway length of 20-feet must be provided. The remaining garages will be in a "traditional swing" or "j-swing" format or have a garage door that is a minimum of 20-feet behind the front façade of the primary structure.
Maximum Lot Coverage	65%

Notes:

¹: No two adjacent lots on the same side of the street may have front entry only garages facing the street.

f. Detached Single Family Lot Type F

Development Standards	
Minimum Lot Size	20,000 SF
Minimum Lot Width (@ Front Building Line)	100'
Minimum Lot Depth	180'
Minimum Lot Width (Corner Lot)	100'
Minimum Side Yard Setback	7'
Minimum Front Yard Building Setback	40' ¹
Minimum Rear Yard Building Setback	15'
Minimum Air Conditioned Square Footage	3,000 SF
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation	Traditional "swing" or "J" drive required. Single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only. 80% of Type D lots shall have a minimum of 3 car garages.
Maximum Lot Coverage	70%

Notes:

¹: The Director of Planning or his designee may grant a reduction in the required 40-foot front yard building setback of up to five (5) feet for lots situated along cul-de-sacs or curvilinear streets, or where a 40-foot front yard building setback would create an undue hardship on the property.

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g. *Detached Single Family Lot Type G*

Development Standards	
Minimum Lot Size	8,400 SF
Minimum Lot Width (@ Front Building Line)	70'
Minimum Lot Depth	120'
Minimum Lot Width (Corner Lot)	75'
Minimum Side Yard Setback	5'
Minimum Front Yard Building Setback	20'
Minimum Rear Yard Building Setback	10'
Minimum Air Conditioned Square Footage	2,400 SF
Minimum Roof Pitch	8:12 Except for 4:12 on Porch Roofs
Minimum Masonry Requirement [Brick, Stone, Cultured Stone, 3-Part Stucco]	80%
Garage Orientation	Up to 50% of garages will be allowed to be accessed from the street in a front entry format (i.e. facing the street even with the front façade of the primary structure); however, a minimum driveway length of 20-feet must be provided. The remaining garages will be in a "traditional swing" or "j-swing" format or have a garage door that is a minimum of 20-feet behind the front façade of the primary structure.
Maximum Lot Coverage	65%

3. *Fencing.* All individual residential fencing for lots less than 20,000 square feet shall be cedar standard fencing material (minimum ½" thickness) or better (spruce fencing will not be allowed). All cedar pickets shall be placed on the "public side" facing the street, alley or neighboring property. Lots containing 20,000 sq. ft., lots located along perimeter roadways, and lots abutting open spaces, greenbelts and parks shall be required to install tubular steel fencing. Corner lot fencing (adjacent to the street) shall provide masonry columns at forty-five feet (45') off center spacing that begins at the rear property line corner and terminates ten feet (10') behind the front yard building setback line. A maximum six (6') foot solid board on board "panel" cedar fencing shall be allowed between the masonry columns along the side and/or rear yard lot adjacent to a street. In addition, the fencing shall be setback from the side property line adjacent to a street a minimum of five feet (5'). The property owner shall maintain that portion of the property outside the fence.
4. *Anti-Monotony Features.* Lot types shall incorporate the following elevation features.

Table 3 : Anti-Monotony Matrix

Lot Type	Lot Size (Approx.)	Elevation Features
A	60' x 120'	i., ii., iii.
B	70' x 120'	i., ii., iii.
C	80' x 125'	i., ii., iii.
D	100' x 200'	i., ii., iii.
E	60' x 120'	i., ii.
F	100' x 180'	i., ii., iii.
G	70' x 120'	i., ii.

- i. Exterior facade must be composed of eighty percent (80%) masonry (brick, stone, cultured stone, or three-part stucco). Identical brick blends may not occur to adjacent (side-by-side) properties. Elevations shall not repeat along the fronting or siding

Exhibit 'C':
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streetscape without at least four (4) intervening homes of sufficient dissimilarity (to be determined by the ARC) on the same side of the street and (2) intervening homes on the opposite side of the street). The rear elevation of homes backing to open spaces or thoroughfares shall not repeat without at least two (2) intervening homes of sufficient dissimilarity (to be determined by the ARC). Masonry (brick, stone, cultured stone, or three-part stucco) chimneys shall be required on all homes.

- ii. Minimum of 8:12 roof pitch, except for 4:12 roof pitches on porches. For each phase, a maximum of four compatible roof colors may be used. Dimensional shingles shall be used. Crown molding will be installed in all living and family rooms, unless vaulted or pop-up ceilings are utilized. No Formica counters in kitchens and bathrooms, no blown acoustic ceilings. No vinyl flooring will be used in kitchens.
 - iii. For front entry driveway access a traditional "swing" or "J" drive will be used. Second single garage door facing street is permitted behind (width) of double garage door in "swing" or "J" configuration only.
5. *Streetscape Landscape*. Prior to issuance of a Certificate of Occupancy, yards for all single-family lots in the District shall be landscaped with large canopy trees.
- (1) Two minimum three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of an interior lot.
 - (2) Two minimum three (3) inch trees measured six (6) inches above the root ball shall be planted in the front yard of a corner lot and two additional trees of same caliper shall be planted in the side yard facing the street.
 - (3) For purposes of this section only, the term "front yard" includes the area within the dedicated right-of-way for a parkway immediately adjoining the front yard of the lot.
6. *Master Design Guidelines*. Additional design guidelines specific to each phase of development that shall apply to all single-family dwellings units within that phase of development, shall be submitted to the City prior to issuance of any building permits for that portion of the development.

C. STANDARDS FOR DISTRICT DESIGN AND CONNECTIVITY

1. *Streetscape Standards for Collectors & Non-Fronting Thoroughfares*. All streets, excluding drives, fire lanes and private parking areas, shall be built according to City of Rockwall street standards. Sidewalks and Hike / Bike trails are to be placed according to city requirements and as set forth in the Open Space Master Plan for the District.
- a. *Buffer-Strip and Sidewalks (John King Boulevard Overlay District)*. The landscape buffer strip along John King Blvd shall be as described in the City of Rockwall Unified Development Code, Article V (District Development Standards), Section 6.10 E (Landscape Standards) and be a minimum width of fifty (50) feet as shown on the Planned Development Concept Plan in Exhibit 'B'. Additionally, the developer shall construct a minimum of a ten (10) foot sidewalk, on both sides of John King Boulevard, within the fifty (50) foot landscape buffer strip as recommended by the John King Boulevard Design Concept Plan located in the Comprehensive Plan of the City of Rockwall.
 - b. *Buffer-Strip (FM 552)*. A landscape buffer strip with a minimum width of fifteen (15) feet shall be provided along the frontage of FM 552, and shall be landscaped with at least one canopy tree per 30-ft and a combination of berms and shrubbery to be reviewed with the PD Site Plan(s) for the retail tract.

Exhibit 'C':
PD Development Standards

- c. *Buffer-Strip (Breezy Hill) Retail.* The minimum buffer width between the proposed retail area and Breezy Hill Rd shall be fifty (50) feet, and shall include a berm with a minimum height of five (5) feet with at least three (3) canopy trees and four (4) accent trees per 100-ft of frontage. A detail of this landscape buffer shall be approved by the Planning and Zoning Commission and City Council at the time of PD Development Plan for the retail tract.
 - d. *Buffer-Strip (Breezy Hill) Residential.* A landscape buffer strip with a minimum width of ten (10) feet shall be provided between any residential area and Breezy Hill Rd.
 - e. *Irrigation.* Any irrigation installed in landscape areas and public parks must be designed by a Texas licensed irrigator or landscape architect.
 - f. *Fencing.* The Association will maintain all common area and perimeter fencing surrounding the Property. Such perimeter fencing shall be composed of six foot (6') tall tubular steel fencing with masonry entry features or such other fencing as may be approved by the City at the time of platting. Perimeter screening may also be accomplished by earthen berms landscaped with living screening. Property owners will maintain all fences constructed on private property.
 - g. *Curvilinear Walks.* Walks are to be a minimum of five feet (5') wide to six feet (6') maximum width (hike and bike trail) consistent with the approved Open Space Master Plan. "Collector streets" with or without center medians may incorporate sidewalks six feet (6') in width adjacent to or within "front yard" landscape easements. Walks may meander within parkway and common area; however, edge of walk shall be no closer than four feet (4') from back-of-curb.
 - h. *Medians.* Any proposed median openings shall meet the City standards at the time of PD site plan approval.
- 2. *Lighting.* Light poles shall not exceed twenty feet (20') in height. All light fixtures shall direct light downward and be contained to the site.
 - 3. *Sidewalks.* At a minimum, sidewalks located on lay down curb section streets shall begin four feet (4') behind the back of curb and be five feet (5') in overall width. Sidewalks will not be required on rural street sections.
 - 4. *Curbing.* Within certain lot types "A, B, & C" "roll up, lay down curbing" may be incorporated in an effort to minimize frequent curb cuts and maximize streetscape continuity, as approved by the City of Rockwall (Engineering Department) with approval of the final plat application.
 - 5. *Buried Utilities.* New distribution power-lines required to serve the Property shall be placed underground, whether such lines are located internally or along the perimeter of the Property, unless otherwise authorized by the City Council. New transmission power-lines, or distribution lines of a size not typically or cost effectively placed underground (3 phase lines), or additional lines that are added to existing poles, may be above ground, if located along the perimeter of the Property, except along the 205 Bypass. Additionally, if such above ground lines are installed along the perimeter of the property and adjacent to non-residential use, then the lines shall be installed behind the non-residential buildings where the installation is possible. The Developer shall not be required to re-locate existing overhead power-lines along the perimeter of the Property. Temporary power-lines constructed across undeveloped portions of the Property to facilitate development phasing and looping may be allowed above ground, but shall not be considered "existing lines" at the time the area is developed, and if they are to become permanent facilities, such lines shall be placed underground pursuant to this paragraph.
 - 6. *Parks and Open Space.*
 - a. Residential and retail acreages (net of right-of-way dedication) shall contain no less than 20% open space and.
 - b. Allowable open space may include but is not limited to 50% of floodplain, amenity center, public or private parks, trails, natural areas, buffers, traffic circle medians, entry features,

Exhibit 'C':
PD Development Standards

common areas (including any Association recreation center or similar facilities) and other features depicted on the Development Plan, as set forth in the Open Space Master Plan prepared in accordance with subparagraph (c) below. Street right of way will not be included as open space. At least 80% of the single-family dwellings within the development shall be located within eight hundred feet (800') of public or private open space. In order to qualify, such open space must be at least one (1) continuous acre in area, not including roadway buffers less than fifty (50') feet in width.

- c. The Developer shall prepare the Open Space Master Plan to be consistent with the approved Development Plan. The purpose of an Open Space Master Plan is to supplement the Development Plan by providing an additional level of detail for public and private open space areas. The Open Space Master Plan shall identify the locations of and improvements to public parks, and other public and private open space or common areas and shall illustrate an integral system of trail improvements that, together with intervening land held by other property owners or the City, is designed to connect residential areas, schools and retail areas within the District to parks and open space within the District and that provides for continuation and connection of the trail system to off-site parks and open space, in accordance with the City's Master Park and Recreation Plan. The Open Space Master Plan shall clearly differentiate public parks from private facilities and common lands to be maintained by the Association. The locations of public parks, school sites and other public and private open space or common areas shown on the Open Space Master Plan shall be in conformance with the Development Plan. The Open Space Master Plan shall include a phasing plan for construction of all trails, parks, common open space and facilities. The Open Space Master Plan shall be considered for approval if it complies with this section, the applicable City regulations, the Development Plan, and generally accepted park-planning practices.
- d. The District shall contain not less than eleven (11) acres of land to be used as public or private parkland. A minimum of eleven (11) contiguous acres shall be dedicated to the City in accordance with the City's Neighborhood Parkland Dedication Ordinance on approval of the final plats for those phases adjacent to or abutting the proposed parkland dedication and will provide access to said parkland area. The remaining parkland area will be retained as a private park within the District. Park improvements shall be constructed in accordance with the approved Open Space Master Plan. The site plan incorporating the design of park improvements and hike/bike trail improvements shall be considered for approval with the final plat for the phase of the development containing such improvements. Performance of the obligations in this subparagraph shall be deemed to fully satisfy the City's Neighborhood Parkland Dedication Ordinance regarding land dedication. At the time of recordation of final plats for each phase, the Developer shall pay park improvement fees to the City. These fees shall be held in an escrow account until the parkland is dedicated to the City, at which time the Developer shall inform the City if the Developer wishes to use the escrowed fees as well as future fees to construct park improvements. Prior to construction, said improvements shall be approved by Parks Director, approval not to be unreasonably withheld, and invoices for improvements shall be submitted to Parks Director for approval. Performance of the obligations in this subparagraph shall be deemed to fully satisfy the City's Neighborhood Parkland Dedication Ordinance regarding park development fees, provided that park improvements are installed at a value equal or exceeding the value of park improvement fees for the entire District applicable at that time, or improvement fees are paid. Thereafter, the Developer shall not be responsible for additional parkland dedication or park development fees associated with the Property, except as otherwise may be provided in a capital facilities agreement approved by the City.

Exhibit 'C':
PD Development Standards

7. Developer shall provide a minimum of one (1) retention pond in the District with hard edges and fountain features. The exact configuration and location of the ponds will be determined at development. All retention pond hardedges shall be similar to the hardedge shown on *Figure 1* (below).



Figure 1: Retention Pond with Hardedge.

8. *Signage.* Permanent subdivision identification signage shall be permitted at all major entry points, in general conformance to the signage shown in Figure 2 & 3 (below). Final design of entry features to be determined with the Planned Development Site Plan.

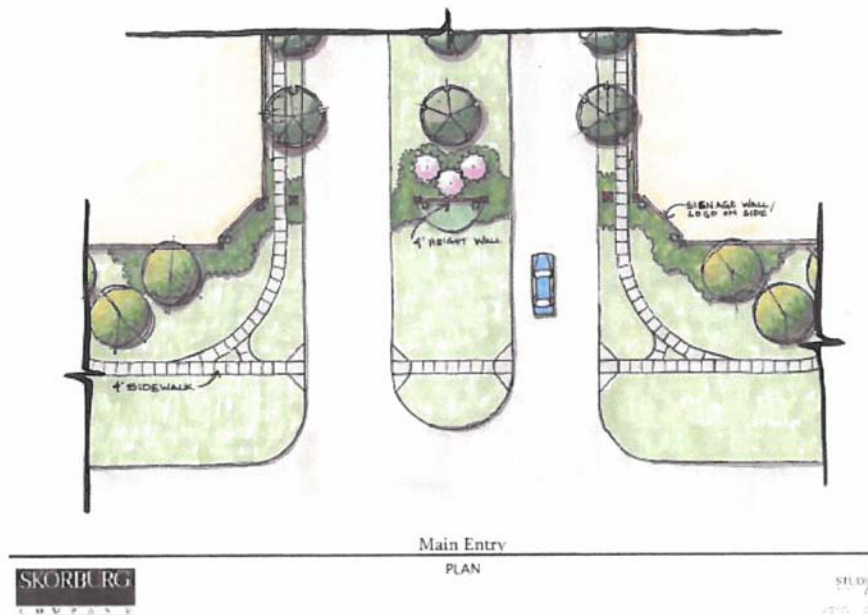


Figure 2: Example of Subdivision Signage Locations

Exhibit 'C':
PD Development Standards

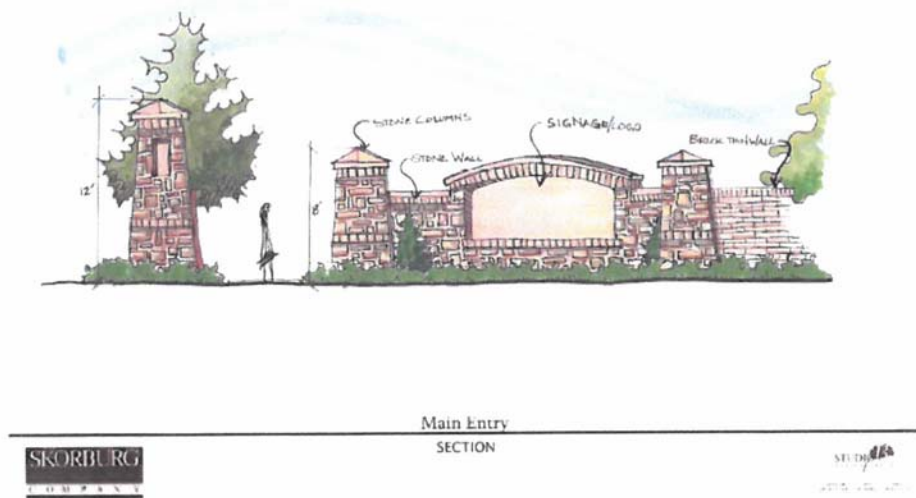


Figure 3: Example of Subdivision Signage Design Standard

9. *Variances.* The variance procedures and standards for approval set forth in the Unified Development Code shall apply to any application for variances to this ordinance.
10. *Amenity Center.* Site plan, landscape plan and building elevations for the Amenity Center shall be approved by the Planning and Zoning Commission prior to construction.
11. *Trees.* All trees planted within the District shall be a minimum three (3) inch caliper measured six (6) inches above the root ball.

Exhibit 'D':
Capital Facilities Agreement

EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

THIS CAPITAL FACILITIES AGREEMENT (the "Agreement") is by and among the Breezy Hill 405, Ltd, ("Breezy" or "Developer") and the City of Rockwall, Texas ("City" or "Rockwall"),

I. RECITALS

1. Breezy seeks to rezone and subdivide the Property for single-family residential use and certain commercial uses. Breezy shall submit an application to rezone the 405 acres north of FM-552 (the "Property") as a planned development (PD) district for a development currently known as Breezy Hill (the "PD District"),

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties hereto agree as follows:

II. ADEQUATE PUBLIC FACILITIES

1. *General Provisions.*
 - a. *Adequacy Required.* Development of the Property shall be supported with adequate levels of public facilities and services, Adequate facilities and services are those that (i) comply with the applicable City regulations, including this Agreement, and (ii) are consistent with generally accepted engineering and planning practices for similar developments, The Parties agree that the dedication and construction of public improvements, or the contribution of proportionate development fees, required to support development of the Property shall precede or be concurrent with the construction of private improvements to the land, in accordance with the phasing provisions incorporated within this section, or as otherwise may be provided through approval of a master plat.
 - b. *Proportionality.* The Parties agree that the dedication or construction of public improvements, or the contributions of development fees, provided for in this Agreement are roughly proportional to the nature and extent of the proposed development of the Property on the City's public facilities systems. Breezy hereby covenants not to sue the City for any claim, or otherwise consent to participate in any action against the City arising from any claim by such party or by its affiliates, alleging that application of the adequate facilities requirements set forth in this Part II of the Agreement to the development of the Property, or the imposition of conditions to a plat application for a portion of the Property that are consistent with the requirements of this section, are not roughly proportional to the impacts of the development depicted in the Concept Plan, including but not limited to any action premised upon Tex. Loc. Gov't Code sec. 212.904 or successor statute. Such covenant not to sue touches and concerns the Property, and is a covenant running with the land such that it binds successors-in-interest and assigns of Breezy. Should any successor-in-interest or assign of Breezy other than an affiliate of Breezy assert any of the foregoing claims in a court of competent jurisdiction, in violation of this Subsection 1 (b), with respect to the development of any portion of the Property, the Parties agree that, with respect to such portion of the Property or all of the Property, at the City's option, this Agreement thereupon shall become null and void and any rights that may otherwise have

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EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

vested under then existing state law shall be waived upon such event. Breezy further agrees that the City may expressly rely upon the provisions of this paragraph in any certification under section 212.904 and that a court in determining rough proportionality may consider all of the Property. Should Breezy or an affiliate of Breezy violate the covenant not to sue contained in this paragraph, the City may either enforce the covenant or pursue the remedies provided for herein that are applicable to successors or assigns, other than affiliates. As used in this Agreement, the term "affiliate" means any person, corporation, partnership, or other entity controlled by, controlling, or under common control with Breezy.

- c. *No Waiver.* The requirements in this Part II shall be considered additional standards and conditions applicable to development within the PD District. Except in the event of a conflict between the standards in this Agreement and other standards applicable within the District, nothing in this Agreement shall be construed as superseding any requirement or standard in the City's subdivision or utility regulations relating to provision of adequate public facilities and services.

2. *Wastewater Services.*

- a. *City as Provider.* The City shall be the supplier of wastewater services to the Property.
- b. *Line Extensions.* The Developer shall extend wastewater mains sufficient to serve each phase of development within the PD District, sized in accordance with the City's master plan for wastewater facilities and constructed in accordance with the phasing schedule approved in conjunction with the Developer's master plat application. The Developer shall design and construct a lift station in order to serve the development within the PD District. The Developer shall be entitled to pro-rata fees for the costs of over-sizing the lift station from other future developments using the lift station, calculated on a per acreage basis. Developer also shall be eligible for credits against wastewater impact fees otherwise due for construction of improvements identified and included in the City's wastewater improvements plan for impact fees, in accordance with the City's then existing impact fee regulations. Provisions for City participation in oversize costs, rebate of pro-rata fees or provision of impact fee credits shall be set forth in a facilities and reimbursement agreement between the Developer and the City.
- c. *Payment of Impact Fees.* Wastewater impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations.

3. *Water Services*

- a. *City as provider.* The City shall be the supplier of water services to the Property. The City represents that it has sufficient capacity to serve the Property.
- b. *Line Extensions.* The Developer shall extend water mains sufficient to serve each phase of development within the PD District, sized in accordance with

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Exhibit 'D':
Capital Facilities Agreement

EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

the City's master plan for water facilities and constructed in accordance with the phasing schedule approved in conjunction with the Developer's master plat application. The Developer shall be eligible for City participation in the costs of over-sizing water distribution mains or appurtenances that serve other land in addition to the Property, in accordance with the City's standard policies, or for collection of pro-rata fees for such facilities. Developer also shall be eligible for credits against, water impact fees otherwise due for construction of improvements identified and included in the City's water improvements plan for impact fees, in accordance with the City's then existing impact fee regulations. Provisions for City participation in oversize costs, rebate of pro rata fees or provision of impact fee credits shall be set forth in a facilities and reimbursement agreement between the Developer and the City.

- c. *Payment of Impact Fees.* Water impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations.
- 4. *Road Improvements.* The Developer shall make the following road improvements.
 - a. *John King Boulevard (Highway 205 Bypass).* The Developer shall have no obligation with respect to construction of John King Blvd. other than as outlined herein regarding payment of road impact fees.
 - b. *FM-552 Improvements.* The Developer shall dedicate rights-of-way for and construct turn lanes and acceleration/deceleration lanes concurrent with construction of any road on the Property that intersects FM 552, in accordance with City and TXDOT standards and specifications at the time of development of adjoining property.
 - c. *Breezy Hill Road Improvements.* The Developer shall dedicate a minimum of twenty-five feet (25') of right-of-way or such right-of-way as is needed to construct a twenty-four foot (24') concrete rural section of Breezy Hill Road and appurtenances adjacent to the Property, together with a two-foot (2') asphalt or concrete shoulder on either side of the concrete section, the total not to exceed twenty-eight feet (28') in width, from the northern point of Breezy Hill Road adjacent to the Property, to FM-552, as shown on the Development Plan. The Developer also shall dedicate and improve a minimum landscape buffer of ten feet (10') for the residential tract and fifty feet (50') for the retail tract, adjacent to the right-of-way for Breezy Hill Road, designed in accordance with the requirements of a PD District then in effect for a rural collector. The bar ditch that abuts the buffer strip, designed to a maximum slope of 3: 1, shall not encroach into the required ten-foot or fifty-foot buffer area, except to the extent that the buffers exceed ten feet (10') in width. The Developer shall dedicate right-of-way for Breezy Hill Road and the landscape buffer at the time of final plat approval for any lot abutting Breezy Hill Road. Developer shall construct Breezy Hill Road in conjunction with the retail tract that is final platted adjacent to Breezy Hill Road. Breezy Hill Road will be constructed from the northernmost intersection created by any portion of the retail tract being platted, south to FM-552. Developer shall install any

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EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

needed expansion of existing culverts created by such construction or the development, of such retail tract.

- d. *Payment of Roadway Impact Fees.* Roadway impact fees shall be paid at rates and at the times provided for in the City's then existing impact fee regulations. Construction costs incurred by Developer for roadway improvements in this Agreement that are included in the City's roadway improvements plan for impact fees shall be credited against roadway impact fees otherwise due, in accordance with the City's impact fee regulations.
5. *Drainage Improvements.* Dedication of rights-of-way for and construction of drainage improvements shall be provided as specified in conditions imposed with approval of the master plat for development within the PD District and in accordance with City standards and specifications.
6. *Parks and Open Space.*
 - a. The Developer or a property owners association shall maintain public parklands and improvements within the development for a period of three (3) months from the completion and acceptance of the improvements. Thereafter, the City shall assume responsibilities for maintenance. All open space and improvements which are not dedicated as parkland to the City shall be maintained as common areas in perpetuity by the property owners association for the PD District. Additionally, the property owners association shall maintain Developer-installed landscaping areas in public rights-of-way and public drainage ways internal to and adjacent to the Property.

III. GENERAL PROVISIONS

1. *Notice on Sale.* The Developer shall provide the City with notice of the sale of any tract or parcel within the District that has not been platted at the following address:

Rockwall City Manager
Rockwall City Hall
385 S. Goliad Street
Rockwall, TX 75087

2. *Recording.* This Agreement is intended to run with the land, and shall be recorded in the Real Property Records, Rockwall County, Texas.
3. *Term of Agreement.* This Agreement shall terminate two (2) years following the City's acceptance of the dedication and construction of the public improvements described herein serving the last phase of development within the PD District, after which the City agrees, upon the request of the Developer to execute a termination of this Agreement in recordable form. Any reimbursements for payment of impact fees shall not expire.
4. *Effective Date.* This Agreement shall take effect upon the date of its execution by the last of the Parties to the Agreement; provided, however, that Breezy shall execute this Agreement no later than five (5) business days following the

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Exhibit 'D':
Capital Facilities Agreement

EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

effective date of the PD zoning ordinance for the Property. If Breezy fails to execute this Agreement within such period, this Agreement shall become null and void, and unless a subsequent agreement, acceptable to the City and the Developer, is agreed to, the City may thereafter deny any PD site plan, master plat or other plat application on grounds that the application is not supported by adequate public facilities and services.

5. *Severability.* Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect, unless such remaining provisions are an integral part of the invalid provisions or the invalid provision is necessary to give effect to the remaining provisions.
6. *Enforcement.* This Agreement may be enforced by the Parties by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
7. *Venue.* Venue for this Agreement shall be in Rockwall County, Texas.
8. *Execution.* This Agreement may be separately executed in individual counterparts, and upon execution, shall constitute one and the same instrument.
9. *Amendment.* This Agreement may only be amended in writing upon mutual consent of the City and the Developer.
10. *Joint preparation.* This Agreement shall be deemed to have been jointly prepared by all Parties hereto, and no ambiguity of this Agreement shall be construed against any party based upon the identity of the author of this Agreement or any portion thereof.
11. *Recitals Incorporated.* Statements and representations contained herein are to be considered contractual in nature and not merely recitations of fact. The Recitals contained in Part I of this Agreement hereby are expressly incorporated into this Agreement by reference.
12. *Construction.* All references herein in the singular shall be construed to include the plural where applicable, the masculine to include the feminine and neuter genders.
13. *Authority.* Each of the signatories to this Agreement represents and warrants that he is authorized to execute this Agreement and bind his principals to the terms and provisions hereof. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.
14. *Conflicts.* In the event of a conflict between this Agreement and any provision of the Unified Development Code, the City Code, or any City ordinance, rule, regulation, or procedure that provides a specific standard that is different from and inconsistent with this Agreement, the standards in this Agreement shall control.

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Exhibit 'D':
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EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

15. *No Waiver.* Developer retains the right to challenge the application of any City impact fee regulations to the Property solely on the basis that such regulations fail to comply with Chapter 395 of the Texas Local Government Code, as amended. If Developer prevails in such a claim, impact fees shall be applied to the development of the Property and paid by the Developer, as applicable, in accordance with the court order.

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Capital Facilities Agreement

EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

PARTIES TO THE AGREEMENT

CITY OF ROCKWALL



By: 

Name: DAVID SWEET

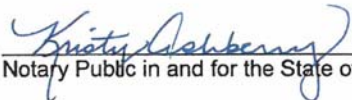
Title: MAYOR

STATE OF TEXAS

§
§
§

COUNTY OF ROCKWALL

SWORN AND SUBSCRIBED TO BEFORE ME, by said DAVID SWEET, who in their capacity as MAYOR for the City of Rockwall, acknowledges that he was authorized to execute the foregoing document this 2nd day of October 2012, certify witness my hand and seal of office.


Notary Public in and for the State of Texas

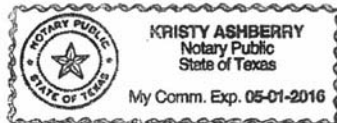


Exhibit 'D':
Capital Facilities Agreement

EXHIBIT 'D': CAPITAL FACILITIES AGREEMENT FOR BREEZY HILL

PARTIES TO THE AGREEMENT

BREEZY HILL 405, LTD, ^{AT TEXAS}
^(LIMITED PARTNERSHIP)
^{BREEZY HILL 405 GP CORPORATION, AT TEXAS CORPORATION,}
^{15 CENTRAL PARKWAY}


By: 

Name: RICHARD M. SKOLBERG

Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

SWORN AND SUBSCRIBED TO BEFORE ME, by said RICHARD M. SKOLBERG, who in their capacity as PRESIDENT for the Breezy Hill 405, LTD, acknowledges that he was authorized to execute the foregoing document this 1st day of OCTOBER 2012, certify witness my hand and seal of office.


Notary Public in and for the State of Texas

