

ORDINANCE NO. 801  
CITY OF HOWE, TEXAS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOWE, TEXAS, AMENDING HOWE'S ZONING ORDINANCE, AS AMENDED, TO REZONE A TRACT OF LAND, CONSISTING OF 219.798± ACRES OF LAND LOCATED IN THE MARY MILLER SURVEY, ABSTRACT NO. 776, GRAYSON COUNTY, TEXAS, IN THE CITY OF HOWE, GRAYSON COUNTY, TEXAS, HERETOFORE PARTIALLY ZONED PD-1; PROVIDING THAT THE TRACT IS HEREBY REZONED AS A PLANNED DEVELOPMENT DISTRICT AND PLACED IN THE PLANNED DEVELOPMENT DISTRICT-4 ZONING CLASSIFICATION; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A PENALTY CLAUSE, SAVINGS AND REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Howe, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Howe, Texas ("Howe") to amend Howe's Zoning Ordinance, as amended ("Zoning Ordinance"), as set forth below; and

WHEREAS, subject to the terms and conditions of the Noble Ridge Development Agreement (the "Development Agreement") between the City of Howe, Howe Land Partners, LLC, a Texas limited liability company ("HLP"), Horizon Capital Partners, LLC, a Texas limited liability company ("HCP") and Cothran Malibu, L.P., a Texas limited partnership ("Cothran") and, together with HLP and HCP the "Applicant"), the Applicant has submitted its Planned Development Zoning Application; and

WHEREAS, HLP, HCP and Cothran, the owners of the Property, (hereinafter defined), initiated a request to rezone the land consisting of 219.798 ± acres, situated in the Mary Miller Survey, Abstract No. 776, Grayson County, Texas, more particularly described and depicted in Exhibit A and Exhibit B, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Applicant has requested that the Zoning Ordinance be amended to rezone the Property, by placing it in the Planned Development District-4 zoning classification; and

WHEREAS, the City Council has investigated and determined that the facts contained in the Applicant/Owners' request are true and correct; and

WHEREAS, the City Council finds that, subject to the terms and conditions of the Development Agreement, the Applicant/Owners of the Property have agreed to comply with all provisions of the ordinances of Howe, as they exist, may be amended or in the future arising, including, but not limited to, this Ordinance and the Zoning Ordinance; and

WHEREAS, the City Council further finds that the Applicant and the owners of the Property also have agreed to comply with the additional restrictions and conditions set forth herein, in the Development Standards attached hereto as Exhibit C and incorporated herein for all purposes and

in the Concept Plan attached hereto as Exhibit D and incorporated herein for all purposes (collectively, "Additional Conditions"); and

WHEREAS, the Planning and Zoning Commission has submitted a final report to the City Council in support of granting the proposed Planned Development District; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law; public hearings have been held on the proposed rezoning; and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated and determined that it will be advantageous and beneficial to Howe and its citizens to rezone the Property as set forth below; and

WHEREAS, the City Council finds that granting the requested Planned Development District, subject to the following general and special conditions, is in the best interest of the citizens of Howe.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Zoning Ordinance.

a. The Zoning Ordinance is hereby amended as follows: The zoning designation of the Property containing 219.798 acres of land, more or less, and all streets, roads and alleyways contiguous thereto, is hereby rezoned as Planned Development - District-4 (PD-4). The Property is more particularly described in Exhibit A and Exhibit B.

b. The Planned Development District (PD) shall not affect any regulation found within present zoning ordinances of the City of Howe, as enacted, which shall control except as specifically provided herein. The Property shall be developed and used in accordance with applicable provisions of the City of Howe's zoning ordinances, subdivision ordinances and procedures and all other existing ordinances except to the extent modified by the PD-4 regulations set out herein.

c. The development plans, standards and uses for the Property shall conform to and comply with the standards, rules and regulations for the development and uses of land within the Planned Development District- 4 (PD-4) zoning classification as set out in Exhibit C and Exhibit D, which are incorporated herein and made a part of this ordinance for all purposes. The Planned Development shall be planned and constructed in accordance with the concept plan and land use designations in Exhibit D. The permitted uses shall be those shown in Exhibit D as established by the existing Zoning Ordinance. The development of the Property also, subject to the terms and conditions of the Noble Ridge Development Agreement, must comply with the requirements of all applicable ordinances, rules and regulations of Howe, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of

this Ordinance or one another, or the provisions of this Ordinance, then the provisions of Exhibit C and Exhibit D, shall prevail in that order.

d. Pursuant to 20.4.3, it is determined that the conceptual plan is sufficient and adequate for purposes of passage of this Ordinance and establishment of the Planned Development District. The requirement for a development plan is waived at this time. The City staff may require a detailed site plan in the future. The information on the concept plan is sufficient to determine the appropriate use of the land and the future detailed site plan will not deviate from it. The concept plan attached as Exhibit D is hereby approved. Such approval does not waive or affect any other procedures including but not limited to site plans, platting requirements, subdivision requirements or other applicable codes, ordinances or procedures.

e. The official zoning map of the City of Howe, Texas, shall be amended and changed to reflect the actions taken herein.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Property. It shall be unlawful for any person, firm, entity or corporation to use the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on the Property any structure or building that is not in conformity with the permissible uses under this Ordinance.

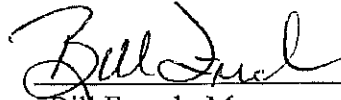
SECTION 5: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Howe from filing suit to enjoin the violation. Howe retains all legal rights and remedies available to it pursuant to local, state and federal law. An offense committed before the effective date of this Ordinance is governed by prior law and the ordinances in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

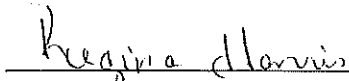
SECTION 7: Repealing/Savings. The Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law.

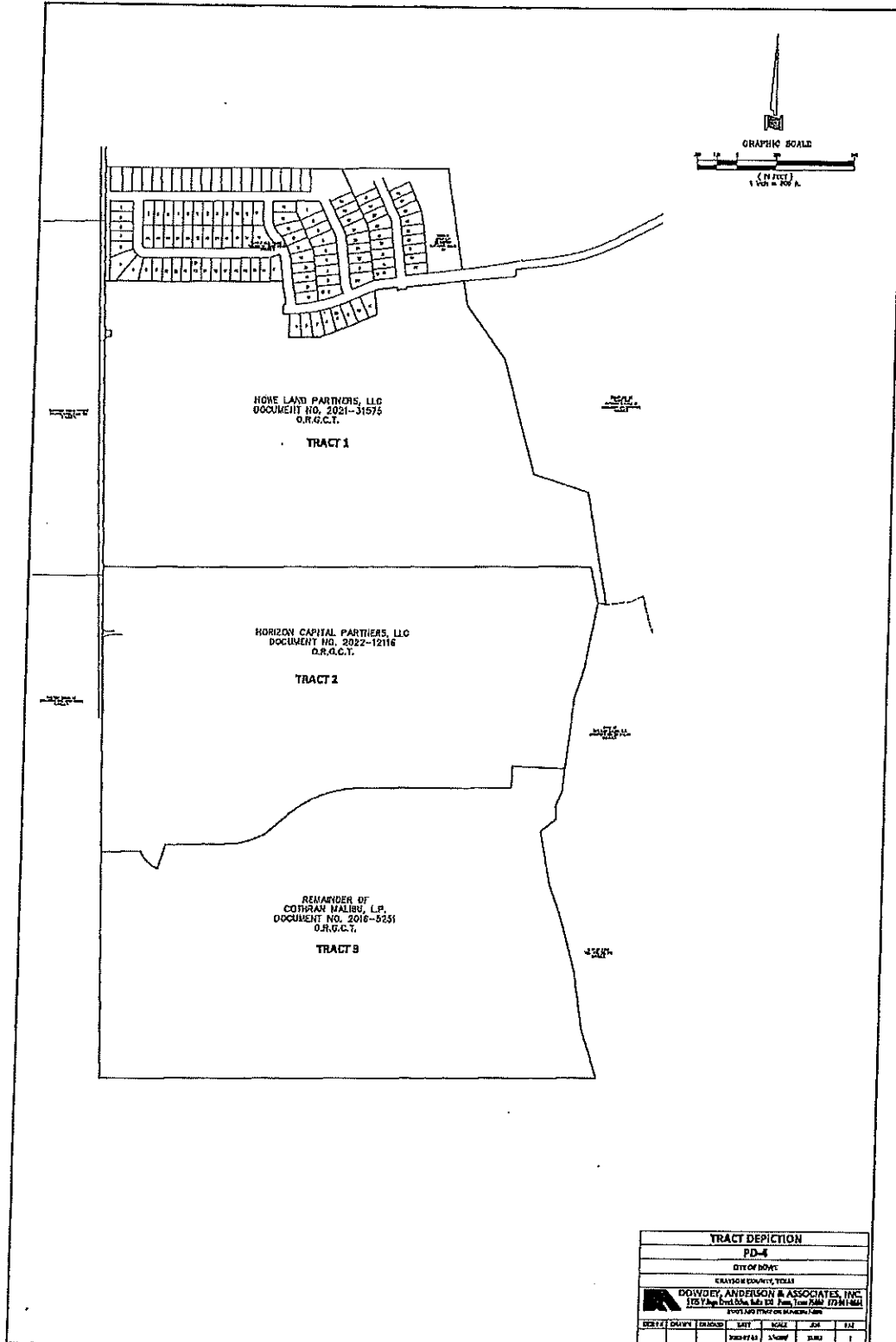
**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HOWE, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
\_\_\_\_\_  
Bill French, Mayor

**ATTESTED TO AND CORRECTLY  
RECORDED:**

  
\_\_\_\_\_  
Regina Harris, City Secretary

# EXHIBIT A SURVEY



**EXHIBIT B**  
**PROPERTY DESCRIPTIONS**

EXHIBIT B ~ PROPERTY DESCRIPTIONS  
PD-4



**~ TRACT 1**

BEING A TRACT OF LAND LOCATED IN THE MARY MILLER SURVEY, ABSTRACT NO. 776, GRAYSON COUNTY, TEXAS AND BEING A PART OF A TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO COTHRAN MALIBU, LP, RECORDED IN DOCUMENT NO. 2015-191, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT IN SMITH ROAD AT THE SOUTHWEST CORNER OF SAID TRACT TWO, FROM WHICH A RAILROAD SPIKE FOUND AT THE INTERSECTION OF SAID SMITH ROAD AND W. YOUNG ROAD, SAME BEING THE COMMENCING CORNER OF A BOUNDARY LINE AGREEMENT, RECORDED IN VOLUME 1914, PAGE 326, O.P.R.G.C.T., BEARS SOUTH 01°08'02" EAST, A DISTANCE OF 2,671.54 FEET, AND A 5/8-INCH IRON ROD FOUND BEARS NORTH 12°58'33" WEST, A DISTANCE OF 0.25 FEET AND A 1/2-INCH IRON ROD FOUND BEARS SOUTH 19°55'03" EAST, A DISTANCE OF 1.67 FEET, AND ANOTHER 1/2-INCH IRON ROD FOUND BEARS SOUTH 08°42'06" EAST, 1.65 FEET;

THENCE NORTH 01°13'29" WEST, A DISTANCE OF 1,484.25 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND AT THE SOUTHWEST CORNER OF SUMMIT HILL, PHASE 1, AN ADDITION TO THE CITY OF HOWE, GRAYSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGES 92-94, PLAT RECORDS, GRAYSON COUNTY, TEXAS, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID ADDITION BEARS NORTH 01°13'29" WEST, A DISTANCE OF 592.95 FEET;

THENCE ALONG THE SOUTHERLY LINES OF SAID ADDITION, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

NORTH 89°27'52" EAST, A DISTANCE OF 910.05 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER;

SOUTH 6°46'36" EAST, A DISTANCE OF 20.51 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 6°33'27", A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 10°3'20" EAST, 37.18 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 37.20 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER; AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°21'23", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 7°39'22" EAST, 54.42 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 54.51 FEET TO AN "X" CUT FOUND FOR CORNER;

SOUTH 01°58'40" EAST, A DISTANCE OF 8.95 FEET TO AN "X" CUT FOUND FOR CORNER;

SOUTH 89°27'52" WEST, A DISTANCE OF 10.77 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER;

SOUTH 0°32'8" EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 89°27'52" EAST, A DISTANCE OF 17.53 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°4'14", A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°55'45" EAST, 14.48 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 14.48 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

SOUTH 0°32'8" EAST, A DISTANCE OF 120.14 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

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NORTH 89°27'52" EAST, A DISTANCE OF 153.00 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 4846" FOUND FOR CORNER;

NORTH 68°26'43" EAST, A DISTANCE OF 171.32 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 66°01 MINUTE 28" EAST, A DISTANCE OF 143.85 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 6°46'36" WEST, A DISTANCE OF 125.26 FEET TO A 5/8-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°56'42", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76°45'3" EAST, 28.18 FEET;

EASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 28.24 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 83°13'24" EAST, A DISTANCE OF 92.00 FEET TO AN "X" CUT FOUND FOR CORNER;

SOUTH 6°46'36" EAST, A DISTANCE OF 13.50 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 83°13'24" EAST, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

NORTH 6°46'36" WEST, A DISTANCE OF 8.50 FEET TO AN "X" CUT FOUND FOR CORNER;

NORTH 83°13'24" EAST, A DISTANCE OF 296.91 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER;

THENCE SOUTH 9°17'23" EAST, LEAVING SAID SOUTHERLY LINE OF THE ADDITION, A DISTANCE OF 127.18 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER;

THENCE SOUTH 35°41'27" EAST, A DISTANCE OF 340.59 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER;

THENCE SOUTH 15°19'59" EAST, A DISTANCE OF 621.06 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SURVCON" FOUND FOR CORNER;

THENCE SOUTH 72°01 MINUTE 50" EAST, A DISTANCE OF 298.55 FEET TO A 5/8-INCH IRON ROD WITH A CAP (ILLEGIBLE) FOUND FOR CORNER;

THENCE SOUTH 10°13'59" EAST, A DISTANCE OF 592.67 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER IN THE SOUTHERLY LINE OF SAID TRACT TWO;

THENCE WESTERLY, ALONG SAID SOUTHERLY LINES OF SAID TRACT TWO AND SAID BOUNDARY LINE AGREEMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 77°27'35" WEST, A DISTANCE OF 42.49 FEET TO A 52" PECAN TREE FOUND FOR CORNER;

NORTH 11°56'21" WEST, A DISTANCE OF 193.19 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS SOUTH 87°41'08" WEST, A DISTANCE OF 7.75 FEET;

SOUTH 89°25'34" WEST, A DISTANCE OF 2,501.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,127,504 SQUARE FEET OR 71.798 ACRES OF LAND, MORE OR LESS.



**TRACT 2**

BEING A TRACT OF LAND LOCATED IN THE MARY MILLER SURVEY, ABSTRACT NO. 776, GRAYSON COUNTY, TEXAS AND BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED TO COTHRAN MALIBU, LP, RECORDED IN DOCUMENT NO. 2016-5251, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT IN SMITH ROAD AT THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT TWO IN DEED TO COTHRAN MALIBU, LP, RECORDED IN DOCUMENT NO. 2015-191, O.P.R.G.C.T., FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS NORTH 12°58'33" WEST, A DISTANCE OF 0.25 FEET AND A 1/2-INCH IRON ROD FOUND BEARS SOUTH 19°55'03" EAST, A DISTANCE OF 1.67 FEET, AND ANOTHER 1/2-INCH IRON ROD FOUND BEARS SOUTH 08°42'06" EAST, 1.65 FEET;

THENCE NORTH 89°25'34" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT 2 AS ESTABLISHED BY A BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 1914, PAGE 326, O.P.R.G.C.T., A DISTANCE OF 2,501.87 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER, FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS SOUTH 87°41'08" WEST, A DISTANCE OF 7.75 FEET;

THENCE SOUTH 11°56'21" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 193.19 FEET TO A 52" PECAN TREE FOUND FOR CORNER;

THENCE SOUTH 10°12'34" WEST, LEAVING SAID SOUTHERLY LINE, A DISTANCE OF 370.45 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 18°30'54" WEST, A DISTANCE OF 137.61 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 06°15'11" WEST, A DISTANCE OF 373.80 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE NORTH 87°44'44" WEST, A DISTANCE OF 269.18 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 02°15'16" WEST, A DISTANCE OF 115.05 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°30'39" WEST, A DISTANCE OF 769.97 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°39'39", A RADIUS OF 571.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°40'46" WEST, 406.30 FEET;

THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 415.39 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 48°09'50" WEST, A DISTANCE OF 144.52 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 67°15'42" WEST, A DISTANCE OF 80.39 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 74°30'09" WEST, A DISTANCE OF 71.79 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

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THENCE SOUTH 88°29'51" WEST, A DISTANCE OF 361.42 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 16°53'28" WEST, A DISTANCE OF 126.26 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 48°31'01", A RADIUS OF 152.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°27'14" WEST, 125.31 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 129.13 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;

THENCE SOUTH 89°01'34" WEST, A DISTANCE OF 202.11 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE WEST LINE OF SAID COTHRAN MALIBU TRACT (2016-5251) AND SAID SMITH ROAD, FROM WHICH A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID COTHRAN MALIBU TRACT (2016-5251) AND THE COMMENCING POINT FOR SAID BOUNDARY LINE AGREEMENT BEARS SOUTH 01°08'02" EAST, A DISTANCE OF 1,189.50 FEET;

THENCE NORTH 01°08'02" WEST, ALONG SAID WEST LINE AND SAID SMITH ROAD, A DISTANCE OF 1,482.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,098,774 SQUARE FEET OR 71.138 ACRES OF LAND, MORE OR LESS.



**TRACT 3**

BEING A TRACT OF LAND LOCATED IN THE MARY MILLER SURVEY, ABSTRACT NO. 776, GRAYSON COUNTY, TEXAS AND BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED TO COTHRAN MALIBU, LP, RECORDED IN DOCUMENT NO. 2016-5251, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS (O.P.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID COTHRAN MALIBU TRACT, SAME BEING THE INTERSECTION OF SMITH ROAD AND W. YOUNG STREET AND THE COMMENCING CORNER OF A BOUNDARY LINE AGREEMENT, RECORDED IN VOLUME 1914, PAGE 326, O.P.R.G.C.T.;

THENCE NORTH 01°08'02" WEST, A DISTANCE OF 1,189.50 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°01'34" EAST, A DISTANCE OF 202.11 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48°31'01", A RADIUS OF 152.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45°27'14" EAST, 125.31 FEET;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 129.13 FEET TO A POINT FOR CORNER;

THENCE NORTH 16°53'28" EAST, A DISTANCE OF 126.26 FEET TO A POINT FOR CORNER;

THENCE NORTH 88°29'51" EAST, A DISTANCE OF 361.42 FEET TO A POINT FOR CORNER;

THENCE NORTH 74°30'09" EAST, A DISTANCE OF 71.79 FEET TO A POINT FOR CORNER;

THENCE NORTH 67°15'42" EAST, A DISTANCE OF 80.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 48°09'50" EAST, A DISTANCE OF 144.52 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41°39'42", A RADIUS OF 571.28 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 68°40'48" EAST, 406.31 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 415.40 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°30'39" EAST, A DISTANCE OF 769.96 FEET TO A POINT FOR CORNER;

THENCE NORTH 02°15'16" EAST, A DISTANCE OF 115.05 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87°44'44" EAST, A DISTANCE OF 269.18 FEET TO A POINT FOR CORNER;

THENCE SOUTH 04°52'45" WEST, A DISTANCE OF 119.42 FEET TO A POINT FOR CORNER;

THENCE SOUTH 22°55'28" WEST, A DISTANCE OF 76.57 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01°53'08" EAST, A DISTANCE OF 74.46 FEET TO A POINT FOR CORNER;

THENCE SOUTH 50°43'11" WEST, A DISTANCE OF 101.06 FEET TO A POINT FOR CORNER;

THENCE SOUTH 10°39'35" EAST, A DISTANCE OF 155.85 FEET TO A POINT FOR CORNER AT AN INTERIOR ELL CORNER OF SAID COTHRAN MALIBU TRACT;

THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID COTHRAN MALIBU TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

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SOUTH 10°46'26" EAST, A DISTANCE OF 125.15 FEET TO A POINT FOR CORNER;  
SOUTH 19°36'26" EAST, A DISTANCE OF 165.50 FEET TO A POINT FOR CORNER;  
SOUTH 15°35'02" EAST, A DISTANCE OF 312.76 FEET TO A POINT FOR CORNER;  
SOUTH 08°24'01" EAST, A DISTANCE OF 299.73 FEET TO A POINT FOR CORNER;  
SOUTH 16°45'46" EAST, A DISTANCE OF 273.13 FEET TO A POINT FOR CORNER IN SAID W. YOUNG STREET;  
THENCE SOUTH 89°31'17" WEST, ALONG THE SOUTH LINE OF SAID COTHRAN MALIBU TRACT, A DISTANCE OF 2,537.45 FEET  
TO THE POINT OF BEGINNING AND CONTAINING 3,348,102 SQUARE FEET OR 76.862 ACRES OF LAND, MORE OR LESS.

**EXHIBIT C**  
**PD-4 DEVELOPMENT STANDARDS**

Any topic of regulation not addressed by these Regulations shall be governed by other applicable ordinances and development regulations of the City.

**Permitted Uses.** No portion of the Property shall be developed and used for, and no building on the Property shall be erected or converted to any use other than the following: **Residential - Single Family Residential** or **Two Family Residential**; trails, open space and park space accessory to residential use; amenity center(s) accessory to residential use.

The Property shall be developed in accordance with the following provisions which are those set out in Exhibit H to the Noble Ridge Development Agreement and Exhibit D, attached, which follows.

**EXHIBIT H**

Development Standards

**1.0 GENERAL DEVELOPMENT PLAN**

The General Development Plan calls for Single-Family Residential.

**2.0 SINGLE FAMILY**

**SINGLE FAMILY LOT MIX**

Maximum 15% Type 35

Minimum 25% of Type 55 or greater lot size

Maximum 60% Type 40

No maximum on Type 55 or greater lot size

**SINGLE FAMILY DEVELOPMENT REGULATIONS**

The Development shall meet the standards in the Subdivision Regulations and other applicable City ordinances except as follows:

**Type 35 Residential Lots:**

**Minimum Lot Area:** The minimum lot area shall be three thousand one hundred fifty (3,150) square feet.

**Minimum Lot Width:** The minimum lot width shall be thirty-five (35) feet. Lot width shall be measured along the arc of the front setback. For Cul-de-sacs and eye-brows/elbows, the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet.

**Minimum Lot Depth:** The minimum lot depth shall be ninety (90) feet.

Minimum Front Setback: The minimum front setback shall be ten (10) feet.

Front Porch: Covered Front Porches may extend over the front building setback line up to eight feet (8'). Front Porches are not required.

Minimum Rear Setback: The minimum rear setback shall be ten (10) feet.

Minimum Side Setback: The minimum side setback shall be zero (0) feet on one side and five (5) feet on the other side with a minimum five (5) feet separation between buildings. The minimum side setback for a corner lot shall be ten (10) feet, except for key lots which one side setback shall match the front setback of the adjacent lot.

Maximum lot coverage: 65% of the total lot area by main buildings.

Rear Entry Garages required unless otherwise authorized by the City Council. Owners, through HOA enforcement, to provide parking without interference to alleys, sidewalk paths or other ROW.

Alleys required unless otherwise authorized by the City Council.

Garage Orientation & Setback: The garage shall be setback a minimum of 20' from the alley right-of-way.

Building Height: No building shall exceed forty feet (40') or two and one-half stories in height. Accessory structures shall not exceed twenty-five feet (25').

Minimum Dwelling Size: The minimum dwelling unit size shall be one thousand four hundred (1,400) square feet.

## **Type 40 Residential Lots:**

Minimum Lot Area: The minimum lot area shall be four thousand (4,000) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet. Lot width shall be measured along the arc of the front building line. For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred (100) feet.

Minimum Front Setback: The minimum front setback shall be twenty (20) feet for front entry homes and ten (10) feet for rear entry homes.

Front Porch: Covered Front Porches may extend over the front building setback line up to eight feet (8') but the garage must remain at or behind the front setback line in all instances. Front porches not required.

Minimum Rear Setback: The minimum rear setback shall be ten (10) feet.

Minimum Side Setback: The minimum side setback shall be five (5) feet and the minimum side setback for a corner lot shall be ten (10) feet, except for key lots which side setback shall match the front setback of the adjacent lot.

Maximum lot coverage: 65% of the total lot area by main buildings.

Front Entry Garages: Allowed, alleys not required.

Garage Orientation & Setback: Garages may face the street or be J-swing. For garage doors facing the street, garage setback shall be a minimum of 20 feet from the right of way. J-swing type garages shall be designed with a similar setback or area allowing a minimum 20 foot long area for parking large vehicles without encroaching sidewalks or other right of way. 20-foot minimum garage setback applies to all types of lots. Owners, through POA/HOA enforcement, to provide parking without interference to sidewalk paths or other ROW.

Building Height: No building shall exceed forty feet (40') or two and one-half stories in height. Accessory structures shall not exceed twenty five feet (25').

Minimum Dwelling Size: The minimum dwelling unit size shall be one thousand four hundred (1,400) square feet.

### **Type 55 Residential Lots:**

Minimum Lot Area: The minimum lot area shall be five thousand (5,000) square feet.

Minimum Lot Width: The minimum lot width shall be fifty-five (55) feet. Lot width shall be measured along the arc of the front building line. For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet.

Minimum Lot Depth: The minimum lot depth shall be one hundred 100 feet.

Minimum Front Setback: The minimum front setback shall be twenty (20) feet for front entry homes and ten (10) feet for rear entry homes.

Front Porch: Covered Front Porches may extend over the front building setback line up to eight feet (8') but the garage must remain at or behind the front setback line in all instances. Front porches not required.

Minimum Rear Setback: The minimum rear setback shall be ten (10) feet.

Minimum Side Setback: The minimum side setback shall be five (5) feet and the minimum side setback for a corner lot shall be ten (10) feet, except for key lots which side setback shall match the front setback of the adjacent lot.

Maximum lot coverage: 65% of the total lot area by main buildings.

Front Entry Garages: Allowed, alleys not required.

Garage Setback: The garage shall be setback a minimum of 20' from the right-of-way. Owners, through HOA enforcement, to provide parking without interference to sidewalk paths or other ROW.

Building Height: No building shall exceed forty feet (40') or two and one-half stories in height. Accessory structures shall not exceed twenty five feet (25').

Minimum Dwelling Size: The minimum dwelling unit size shall be one thousand six hundred (1,600) square feet.

	Type 35	Type 40	Type 55
Minimum Dwelling Size (sq. ft.)	1,400	1,400	1,600
Maximum Height (feet)	40' or 2½ stories. Accessory structures shall not exceed 25'.	40' or 2½ stories. Accessory structures shall not exceed 25'.	40' or 2½ stories. Accessory structures shall not exceed 25'.
Minimum Side Yard (feet)	0' on one side & 5' on the other side with a minimum 5' separation	0' on one side & 5' on the other side with a minimum 5' separation	0' on one side & 5' on the other side with a minimum 5' separation

	between buildings. 12' at side street. Key lots are allowed. <sup>4</sup>	between buildings. 12' at side street. Key lots are allowed. <sup>4</sup>	between buildings. 12' at side street. Key lots are allowed. <sup>4</sup>
Minimum Rear Yard (feet)	10' <sup>5</sup> Alleys required.	10' Alleys not required.	10' Alleys not required.
Minimum Front Yard (feet)	20' for front entry, 10' for rear entry <sup>3</sup>	20' for front entry, 10' for rear entry <sup>3</sup>	20' for front entry, 10' for rear entry <sup>3</sup>
Lot Area (sq. ft.)	3,150	4,000	5,000
Minimum Lot Width (feet)	35' <sup>1,2</sup>	40' <sup>1,2</sup>	55' <sup>1,2</sup>
Minimum Lot Depth (feet)	90'	100'	100'
Garage Setback	20'	20'	20'
Maximum Lot Coverage	65% of the total lot area by main buildings	65% of the total lot area by main buildings	65% of the total lot area by main buildings
<p><sup>1</sup>Lot widths shall be measured along the arc of the front yard setback.</p> <p><sup>2</sup>For cul-de-sacs and eyebrows/elbows, the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet.</p> <p><sup>3</sup>Covered Front Porches may extend over the front building setback line up to eight feet (8') but the garage must remain at or behind the front setback line in all instances. Front porches are not required.</p> <p><sup>4</sup>Key lots side setback shall match the front setback of the adjacent lot.</p> <p><sup>5</sup>Garage to be set back a minimum of 20' from the alley right-of-way.</p>			

## **SINGLE FAMILY SUBDIVISION REGULATIONS**

Subdivision design shall conform to the provisions set forth in the subdivision regulations, as they exist or as amended from time to time, except as set forth herein:

- Attached Concept Plan shall serve as the General Development Plan
- Final Plat shall be submitted within 2 years of Preliminary Plat acceptance, 90-day extension allowed.

- street ROW minimum 50' feet for internal streets
- Streets will be minimum 31' back-to-back. Minimum six inch (6") thick residential street paving; minimum eight inch (8") thick collector street paving. Paving will be to standard City of Howe requirements.
- Alley ROW shall be minimum 18'. Alley paving shall be concrete.
- Concrete paving shall meet or exceed the NCTCOG specifications or the City of Howe construction standards.
- Section 4.02(8) of Ordinance 722 shall not apply.
- Section 4.08(1)(a) & 4.08(1)(b) of Ordinance 722 shall be addressed with the surveyor for agreement of procedures with the City Engineer. Current survey standards shall apply. A minimum of 2 gps control monuments shall be installed per phase and approved by the City
- Clear-cutting of trees is prohibited. Developer will submit plans for land clearing, tree removal and tree preservation for approval by the City engineer prior to performing work. Individual tree survey and mitigation shall not apply, but Developer shall otherwise seek to preserve protected trees in accordance with the tree ordinance. Trees may not be removed prior to presentation and City approval of the tree removal and land clearing plan. Trees and boundaries may be marked and designated for protection.
- No tree survey shall be required within undisturbed flood plain areas.
- Park: 2-3 money in lieu of parkland dedication to be \$1,623.62 / dwelling unit.
- Park land dedication shall be equal to one (1) acre per 30 dwelling units.
- Up to 25% of land in flood plain can count as Park land dedication.
- Park Development Fee to be \$1,500 per unit.

With prior approval of the City, if owners or developer improves park land above those elements required by ordinance or this agreement, those costs shall be reimbursed towards these park fees. Fee required at time of requesting building permit. Amounts sought for reimbursement must be presented and agreed upon prior to the performance of the work, or any reimbursement is waived.

- Lot lines shall generally be perpendicular and radial to street frontage.

## **SINGLE FAMILY GENERAL PROVISIONS**

Masonry: Each single family detached residential dwelling shall have at least seventy percent (70%) of the exterior vertical surfaces (excluding windows, doors and roof) composed of approved masonry (i.e. brick, stone, stucco, and Hardie Siding type cementitious products). Chimneys must be 100% masonry. Also, that portion of the elevation which faces a park, green belt, common space, must be 100% masonry. Brick blends may be repeated with a minimum separation of three (3) intervening houses in any direction along the fronting or side/corner streets.

Fences for Interior Property Lines: No fence shall exceed six feet (6') in height measured from finished grade. Fence construction style will be board on board except for those fences required to be constructed



of metal, all other fences shall be constructed of pine or cedar with pickets placed on the exterior face. Posts may be steel pipe columns or cedar. Interior lots shall have a six foot (6'-0") height solid wood privacy fence.

Fences along Greenbelts/Common Areas: If fences are utilized then metal or masonry fencing shall be used.

Roof Pitch: A minimum roof pitch of 6:12 or 5:12 with roofing accents exceeding 5:12.

Irrigation: Each lot shall have an automatic irrigation system.

Sidewalks & Driveways: The builder of each single-family home shall construct, install and provide a five (5') foot public sidewalk which shall meet city standard design criteria.

Owners or occupants shall mow and maintain any area in front of the sidewalk.

Sidewalks shall not be obstructed by parked vehicles or other items.

Elevations: As a general rule or objective, each floor plan should have three (3) elevations. Elevations shall not repeat along the fronting or siding streetscape without at least three (3) intervening homes of sufficient dissimilarity (both sides of the street). The intent of this guideline is to avoid the negative "look alike" effect of frequent repetition, while allowing sufficient latitude for the builder in satisfying market demand.

House Paint Colors: The trim colors of the house will be limited to the earth tone color family complementary of the masonry selection. All exposed exterior flashing is to be painted a color to match the adjacent surface color. Roof vents are to be painted a color to match the roof color or black.

Garage Doors: Garage doors material and color will complement the homes.

Obstructions Prohibited: No vehicle, motorcycle, trailer or item may be in a location to obstruct or block any alley, right of way or sidewalk path. Owners shall create Property Owner's Association(s) (POA(s)) which will prohibit and enforce penalties for such obstructions.

### **PROPERTY OWNERS ASSOCIATIONS**

A Property Owners Association (POA) shall be established to provide for care, expenses and maintenance of private amenities, community entrances and medians, maintained/landscaped entry ways, maintained medians or ways, common areas, amenity centers, pools, private parks or recreation areas, lighting and light features and drainage detention areas.

In addition to the above POA requirements, a POA shall be established for any TF housing section, any rental section and any area containing build to rent houses which shall perform and provide front yard maintenance for all residences in the community. This can be a separate POA or combined with other matters requiring a POA.

For purposes of this Ordinance and the Noble Ridge Development Agreement applicable to the Property, Property Owner's Association (POA) and Home Owner's Association (HOA), shall be considered to be the same meaning and reference a POA. The following requirements apply to all HOA and POA provisions.

**PROPERTY OWNERS' ASSOCIATION/HOME OWNERS' ASSOCIATION AND RESTRICTIVE COVENANTS:**

**A. Declaration of Covenants, Conditions, and Restrictions Generally:** No plat of the Property shall be approved unless and until the owner of the Property has:

1. Prepared, signed, and recorded in the Official Public Records of Grayson County, Texas (or, alternatively, signed in recordable form and delivered to the City Engineer to be recorded with the approved plat) a set of covenants, conditions, and restrictions ("CCR's") setting forth private restrictive covenants governing the use and development of the Property that complies with the provisions of this ordinance and which have been approved as to form by the City Attorney; and
2. Established in accordance with the state law and the CCR's a Property Owners' Association ("POA") with the minimum authority and obligations set forth in this ordinance and the Noble Ridge Development Agreement.

**B. Contents of CCR's:** At a minimum, the CCR's and other documents establishing and creating the POA shall contain and/or provide for the following:

1. Definitions of terms contained therein;
2. Provisions acceptable to the City for the establishment and organization of the POA and adoption of bylaws for the POA, including provisions requiring that the owner(s) of every lot within the Property and successive purchaser(s) of said lots shall automatically and mandatorily become a member of the POA;
3. The initial term of the CCR's establishing and creating the POA shall be for not less than 25 years and shall automatically renew for successive 10 year periods; provided such renewal clause shall not be required if the CCR's are by their terms perpetual;
4. The POA may not be dissolved without the prior written consent of the City;
5. Provisions acceptable to the City to ensure the continuous and perpetual use, operation, maintenance and/or supervision by the POA of all Public Amenities such as parks, trails, playgrounds, playground equipment and also private streets, fire lanes, facilities, structures, improvements, systems, and other improvements located therein (collectively, "the Common Improvements") (Public Amenities shall include but is not limited to all trails, parks, playgrounds, equipment and parking areas including those set out in Exhibit N of the Noble Ridge Development Agreement and open for public use);
6. Provisions prohibiting the amendment of any portion of the POA creation or governing documents or CCR's relating to the use, operation, maintenance and/or supervision of the public amenities and common improvements that are the responsibility of the POA without the prior written consent of the City;
7. Provisions preventing the blocking of, obstruction of, or parking on sidewalks, streets, alleys, rights of way and other areas used for public and pedestrian use and traffic, with specific fines and penalties to be enforced by the POA.

8. Provisions requiring that should the POA fail to carry out its duties as specified in the CCR's or this ordinance relating to the maintenance, repairs, and replacement of the Public Amenities and/or Common Improvements, the City or its lawful agents shall have the right and ability, after due notice to the POA, to perform the responsibility of the POA if the POA fails to do so in compliance with any of the provisions of this Ordinance or of the Noble Ridge Development Agreement or any applicable City ordinances, regulations or agreements with the City and to assess the POA or the lot owners within the Property for all costs incurred by the City in performing said responsibilities, and the City shall further have any and all liens and lien rights granted to the POA to enforce the assessments required by CCR's and/or to avail itself of any other enforcement actions available to the City pursuant to state or City ordinances and regulations;
9. The right and ability of the City or its lawful agents, after due notice to the POA, to remove any landscape systems, features or elements that seems to be maintained by the POA; to perform the responsibilities of the POA and its board of directors if the POA fails to do so in compliance with any provision of the agreements, covenants or restrictions of the POA or of any applicable City codes or regulations;
10. Provisions indemnifying and holding the City harmless from any and all costs, expenses, suits, demands, liabilities or damages including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that seek to be maintained by the POA or from the City's performance of the aforementioned operation, maintenance or supervision responsibilities of the POA due to the POA's failure to perform said responsibilities;
11. The CCR's must designate and in substance state that any private streets, fire lanes, mutual access easements, detention ponds or areas within the development are private, owned and maintained by the POA, and that the City has no obligation to maintain or reconstruct the private streets, fire lanes, mutual access easements and/or detention ponds or areas;
12. The CCR's shall include a statement indicating that the City may, but is not obligated to, inspect the private streets, fire lanes, mutual access easements, detention ponds or areas and to require repairs necessary to ensure that the same are maintained to City standards or as otherwise required by this Ordinance; and
13. The CCR's shall state in substance that certain City services shall not be provided on the private streets, fire lanes, and mutual access easement within the Property including, but not limited to, routine police patrols, enforcement of traffic and parking ordinances, and preparation of accident reports.

**C. Reserve Fund:** The CCR's must provide for the establishment and funding of one or more reserve funds for the maintenance, repair, and replacement of the Common Improvements and Public Amenities, including, but not limited to, all private streets, fire lanes, mutual access easements, detention ponds and areas and other improvements, other significant POA infrastructure and required parks, trails, playgrounds, equipment and other matters set out in the Noble Ridge Development Agreement. This reserve fund shall not be commingled with any other POA fund. The balance of the reserve fund shall be equal to the total replacement cost of the Public Amenities as well as private streets, fire lanes, mutual access easements, detention ponds and areas, and other improvements divided by the average life expectancy of those improvements times the age of the improvements. The POA shall have a review performed by a certified public accounting firm every other year verifying the amount in the reserve fund and the adequacy of such fund. The replacement cost of the Public Amenities and Common Improvements will be updated every two (2) years to current costs. A copy of said review shall be provided to the City. If the private streets are at any time converted to public streets, the reserve fund for the replacement/repair of the street system shall become the property of the City.

# EXHIBIT D CONCEPT PLAN

