

ROUTING AND CHECK LIST
REQUEST FOR ZONING CHANGE

Applicant's Name	Chimney Corners																
Applicant's Number	5,140																
Request for Rezoning or Special Use Permit	Rezoning																
Legal Description	Field Notes Submitted																
Present Zoning Classification	R-MH (Mobile Home District)																
Proposed Zoning Classification	Community Unit Plan																
Number of Property Owners within a 200' Radius	7																
Date Property Owners and Applicant Notified - Commission	December 20, 1978																
Number of Returned Letters from Property Owners Notified	1																
Date on Commission's Agenda to be Set	December 19, 1978																
Date of Public Hearing - Commission	February 6, 1978																
Approved or Disapproved - Commission	Approved																
Number of Letters Received in Response to Request	Support <u>0</u> Opposition <u>0</u>																
Date Memorandum Sent to City Manager's Office																	
Date Request Sent to City Manager's Office	February 8, 1979																
Date on Council's Agenda to be Set	February 13, 1979																
Date of Public Hearing Notice																	
Date Applicant Notified - Council	March 6, 1979																
Date Ordinance Prepared	By _____																
Date of Public Hearing - Council	March 13, 1979																
Approved or Disapproved - Council	Approved																
Date Incorporated on Official City Zoning Maps	<table style="margin-left: auto; margin-right: auto;"> <tr> <td>Tax</td> <td><u>3-27-77</u></td> <td>By</td> <td>✓</td> </tr> <tr> <td>Master</td> <td><u>3-23-79</u></td> <td>By</td> <td><u>N.W.</u></td> </tr> <tr> <td>Council</td> <td><u>3-27-79</u></td> <td>By</td> <td><u>H.W.</u></td> </tr> <tr> <td>Inspection</td> <td><u>3-23-77</u></td> <td>By</td> <td><u>H.W.</u></td> </tr> </table>	Tax	<u>3-27-77</u>	By	✓	Master	<u>3-23-79</u>	By	<u>N.W.</u>	Council	<u>3-27-79</u>	By	<u>H.W.</u>	Inspection	<u>3-23-77</u>	By	<u>H.W.</u>
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Inspection	<u>3-23-77</u>	By	<u>H.W.</u>														

City of Killeen
Application for Zoning Change

1. Chimney Corners
Gary Parser Requested by
2. Request: Rezoning X Special Use

3. Location (Street Address)

4. Present Zoning: R-MH Present Use: Vacant
5. Proposed Zoning: Community Unit Plan Proposed Use: "

6. Legal Description:

Lot(s) Block Subdivision
(If metes and bounds, attach field notes)

Type of ownership:

Sole Owner Corporation
Partnership Other

Owners Signature Gary W. Parser Agents Signature
Address 907 Root St Address
Telephone 634-5567 Telephone

Name partners and relative position within partnership of officers or principals of corporation:

- 1. Name Position Address
2. Name Position Address
3. Name Position Address
4. Name Position Address

For Office Use Only

Table with 3 columns: ITEM, DATE RECEIVED, CLEARED. Rows include Property Deed, Property Description, and Filing Fee.

FIELD NOTES for Gary Purser for a tract of land in Bell County, Texas, out of and a part of the E. W. Lawer Survey, Abstract No. 517, and the land herein described being out of that certain tract described as 38.622 acres described in a deed from W. T. Dugger to Gary Purser, said deed being of record in Vol. , Page , Deed Records of Bell County, Texas;

BEGINNING at an iron pipe at the southwest corner of the said 38.622 acre tract;

THENCE along the east margin of 30th Street, and the west margin of the said 38.622 acre tract N. 18° 56' 35" E., 1173.00 feet, and N. 18° 45' 50" E., 7.40 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 250.02 feet to a point for a corner of this;

THENCE N. 18° 56' 35" E., 78.26 feet to a point in the north margin of the said 38.622 acre tract to a point for a corner of this;

THENCE S. 71° 34' 29" E., along the north margin of the said 38.622 acre tract, 60.00 feet to a point for a corner of this;

THENCE S. 18° 56' 35" W., 78.80 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 814.20 feet to a point for a corner of this;

THENCE N. 18° 34' 41" E., 86.16 feet to a point in the north margin of the said 38.622 acre tract to a point for a corner of this;

THENCE S. 71° 34' 29" E., along the north margin of the said 38.622 acre tract, 60.00 feet to a point for a corner of this;

THENCE S. 18° 34' 41" W., 187.67 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 140.83 feet to a point in the east margin of the said 38.622 acre tract, for a corner of this;

THENCE along the east margin of the said 38.622 acre tract, S. 18° 34' 41" W., 594.77 feet, and S. 18° 47' 30" W., 496.23 feet to an iron pipe at the southeast corner of the said 38.622 acre tract for the southeast corner of this;

THENCE along the south margin of the said 38.622 acre tract, N. 70° 22' 33" W., 754.65 feet, N. 70° 33' 39" W., 304.05 feet, and N. 71° 04' 38" W., 272.22 feet to the point of beginning, containing 36.030 acres of land, save and except the following described tract;

BEGINNING at a point which bears N. 18° 56' 35" E., 324.00 feet and S. 71° 03' 25" E., 130.00 feet from the southwest corner of the said 38.622 acre tract;

THENCE S. 71° 03' 25" E., 120.00 feet to a point for a corner of this;

THENCE N. 18° 56' 35" E., 250.00 feet to a point for a corner of this;

THENCE N. 71° 03' 25" W., 120.00 feet to a point for a corner of this;

THENCE S. 18° 56' 35" W., 250.00 feet to the point of beginning, containing 0.689 acres of land.

STATE OF TEXAS §

COUNTY OF BELL §

Records of Bell County, Texas.

KNOW ALL MEN BY THESE PRESENTS that I,
James D. Lee, Registered Public Surveyor
prepared these field notes from previous
surveys of the 38.622 acre tract, and Deed




James D. Lee

Case Number 5,140

Prepared by _____

Requestor Chimney Corners

PROPERTY DESCRIPTION

Request by GARY Purser for the rezoning of a 38.622
acre tract of land being out of and a part of the E.W.
Lauer Survey, Abstract No. 517, Killeen, Bell County, Texas;
From R-MH (Residential Mobile Home) to Community Unit Plan

COMMENTS

NOTICE

Printed by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF BELL

} KNOW ALL MEN BY THESE PRESENTS:

That NPC Realty Co., a Texas General Partnership,

of the County of Bell and State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00)----- DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Chimney Corners Homeowners Association, Inc., a Texas corporation, of the County of Bell and State of Texas, all of the following described real property in Bell County, Texas, to-wit:

TRACT ONE: Lot Nineteen (19), Block Five (5), CHIMNEY CORNERS, a subdivision in the City of Killeen, Bell County, Texas, according to the map or plat thereof as recorded in Plat Book 1595, Page 163, Cabinet A, Slide 40-C, Plat Records of Bell County, Texas; and

TRACT TWO: 1.128 acres of land, being out of and a part of Block Seven (7), CHIMNEY CORNERS, a subdivision in the City of Killeen, Bell County, Texas, said tract being more particularly described by metes and bounds in the attached Exhibit "A", being incorporated herein by reference.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors heirs and assigns forever; and said Grantor does hereby bind itself, its successors/ and assigns, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to all covenants, conditions, restrictions and easements of record.

EXECUTED this 25th day of June, A.D. 19 80

NPC REALTY CO., a Texas General Partnership

By: 
Jim Siepiela, Attorney in Fact

FIELD NOTES to all of that certain tract containing 1.128 acres of land being out of and a part of Block 7 Chimney Corners, a subdivision of the City of Killeen, Bell County, Texas out of the E. W. Lawler Survey, Abstract No. 517, Bell County, Texas and being more fully described as follows:

BEGINNING at an iron pipe at the northwest corner of Lot 32 Block 7, of the said Chimney Corners.

THENCE S. $71^{\circ} 03' 25''$ E., 819.22 feet to an iron pipe for the southeast corner of this.

THENCE N. $18^{\circ} 47' 30''$ E., 60.0 feet to an iron pipe for the northeast corner of this.

THENCE N. $71^{\circ} 03' 25''$ W., 819.07 feet to an iron pipe for the northwest corner of this.

THENCE S. $18^{\circ} 56' 35''$ W., 60.0 feet to the point of beginning, containing 1.128 acres of land.

EXHIBIT "A"

1675/69 9600

Deed 131

NAC Realty Co

to 79

Chimney Corner Homeowners
Assn. Inc.

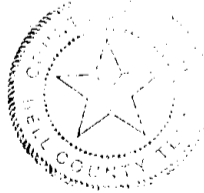
AL 4 P

R. Hollas

MONTEITH ABSTRACT COMPANY
P.O. BOX 179
BELLEVILLE, MISSOURI 63113

STATE OF TEXAS } JUN 27 1980
COUNTY OF BELL }

I hereby certify that this instrument is
date and at the time stamped hereon by
duly recorded in the vol. 1675 and 9600
of the Deed Records of Bell County, Texas



Ruby McKee
County Clerk
Bell County

By R. Hollas

ARTICLES OF INCORPORATION
OF
CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a non-profit corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for such non-profit corporations:

ARTICLE I

The name of the corporation is CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The registered office of the Association is located at 6010 Brooks Avenue, Austin, Texas.

ARTICLE III

The name of the Association's registered agent is John Reynolds, whose address is the same as the registered office of the Association.

ARTICLE IV

This Association is a non-profit corporation and as such does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide, construct, equip, furnish, maintain, own and operate a private recreational club and maintain greenbelts for the homeowners in Chimney Corners upon the Common Area within that certain tract of property described as:

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Bell County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area as provided by the bylaws and the "Declaration."

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.

(h) annex additional residential property and common area as provided in the "Declaration", applicable to the property and recorded or to be recorded in the County Clerk's office of Bell County, Texas, and as the same may be amended from time-to-time as therein provided.

ARTICLE V

MEMBERSHIP

Every person who is a record owner of any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a voting member of the Association. Every entity or multiple owners of any lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall as a group be a voting member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, they, as a group, shall be considered as a voting member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be NPC Realty Co., a partnership, (Declarant, as defined in Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted

to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on January 1, 1985.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors which shall consist of not less than three directors, who need not be members of the Association. The initial Board shall have three (3) members. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act as the initial Board of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
1. John Reynolds	6010 Brooks, Austin, Texas
2. Louis Kirchofer, Jr.	6010 Brooks, Austin, Texas
3. Ray Walker	6010 Brooks, Austin, Texas

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
INCORPORATORS

The names and addresses of the incorporators are:

<u>NAME</u>	<u>ADDRESSES</u>
1. Nash Phillips	6010 Brooks, Austin, Texas
2. Clyde Copus	6010 Brooks, Austin, Texas
3. John Reynolds	6010 Brooks, Austin, Texas

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of 75%
of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this Corporation
under the laws of the State of Texas, we, the undersigned, constituting
the incorporators of this Association, have executed these Articles of
Incorporation this the _____ day of _____, 1979.

NASH PHILLIPS

CLYDE COPUS

JOHN REYNOLDS

THE STATE OF TEXAS §
COUNTY OF §

I, the undersigned authority, a notary public, do hereby certify
that on this the ____ day of _____, 1979, personally
appeared NASH PHILLIPS, CLYDE COPUS, and JOHN REYNOLDS, being by me first
duly sworn, severally declared that they are the persons who signed the
foregoing document as incorporators, and that the statements therein contained
are true.

Given under my hand and seal of office this the ____ day of
_____, 1979.

NOTARY PUBLIC IN AND FOR
COUNTY, T E X A S

ARTICLES OF INCORPORATION
OF
CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a non-profit corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for such non-profit corporations:

ARTICLE I

The name of the corporation is CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

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The registered office of the Association is located at 6010 Brooks Avenue, Austin, Texas.

ARTICLE III

The name of the Association's registered agent is John Reynolds, whose address is the same as the registered office of the Association.

ARTICLE IV

This Association is a non-profit corporation and as such does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide, construct, equip, furnish, maintain, own and operate a private recreational club and maintain greenbelts for the homeowners in Chimney Corners upon the Common Area within that certain tract of property described as:

Chimney Corners as recorded in Bell County Plat Records,
Book 1595, Page 163, Cabinet A, Slide 40-C.

And more fully described in attached field notes labeled Exhibit "A".
and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Bell County, Texas, and as the same may be amended from time-to-time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (d) borrow money and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area as provided by the By-Laws and the "Declaration", and provided any such merger consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.
- (h) annex additional residential property and common area as provided in the "Declaration", applicable to the property and recorded or to be recorded in the County Clerk's office of Bell County, Texas, and as the same may be amended from time-to-time as therein provided.

ARTICLE V
MEMBERSHIP

Every person who is a record owner of any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a voting member of the Association. Every entity or multiple owners of any lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall as a group be a voting member of the Association. The foregoing is not intended to include persons or entities who hold an interest

merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting memberships:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, they, as a group, shall be considered as a voting member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be NPC Realty Co., a partnership, (Declarant, as defined in Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on January 1, 1985.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors which shall consist of not less than three directors, who need not be members of the Association. The initial Board shall have three (3) members. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act as the initial Board of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
1. John Reynolds	6010 Brooks, Austin, Texas
2. James Siepiela	2723 Exchange Place, Temple, Texas
3. Ray Walker	2723 Exchange Place, Temple, Texas

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
INCORPORATORS

The names and addresses of the incorporators are:

<u>Name</u>	<u>Addresses</u>
1. Nash Phillips	6010 Brooks, Austin, Texas
2. Clyde Copus	6010 Brooks, Austin, Texas
3. John Reynolds	6010 Brooks, Austin, Texas

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of 75% of the entire membership.

ARTICLE XII

As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgageing of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 1979.

NASH PHILLIPS

CLYDE COPUS

JOHN REYNOLDS

THE STATE OF TEXAS §

COUNTY OF §

I, the undersigned authority, a notary public, do hereby certify that on this the _____ day of _____, 1979, personally appeared NASH PHILLIPS, CLYDE COPUS, and JOHN REYNOLDS, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

Given under my hand and seal of office this the _____ day of _____, 1979.

NOTARY PUBLIC IN AND FOR COUNTY, TEXAS

FIELD NOTES for Gary Purser for a tract of land in Bell County, Texas, out of and a part of the E. W. Lawer Survey, Abstract No. 517, and the land herein described being out of that certain tract described as 38.622 acres described in a deed from W. T. Dugger to Gary Purser, said deed being of record in Volume *Cap A Slide 40-C*, Page *40-C*, Deed Records of Bell County, Texas;

BEGINNING at an iron pipe at the southwest corner of the said 38.622 acre tract;

THENCE along the east margin of 30th Street, and the west margin of the said 38.622 acre tract N. 18° 56' 35" E., 1173.00 feet, and N. 18° 45' 50" E., 7.40 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 269.19 feet to a point for a corner of this;

THENCE along a curve to the left, having a radius of 149.23 feet an arc distance of 18.67 feet to an iron pipe found for a corner of this;

THENCE S. 71° 25' 46" E., 60.00 feet to an iron pipe found for a corner of this;

THENCE along a curve to the right, having a radius of 209.23 feet, an arc distance of 18.65 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 804.53 feet to a point for a corner of this;

THENCE along a curve to the left having a radius of 324.14 feet, an arc distance of 26.27 feet to an iron pipe found for a corner of this;

THENCE S. 71° 35' 15" E., 60.00 feet to an iron pipe found for a corner of this;

THENCE along a curve to the right having a radius of 402.14 feet an arc distance of 68.73 feet to the beginning of a curve to the left;

THENCE along the said curve to the left having a radius of 342.14 feet an arc distance of 58.47 feet to the point of tangency;

THENCE S. 18° 34' 41" E., 0.95 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 140.83 feet to a point in the east margin of the said 38.622 acre tract, for a corner of this;

THENCE along the east margin of the said 38.622 acre tract, S. 18° 34' 41" W., 594.77 feet, and S. 18° 47' 30" W., 496.23 feet to an iron pipe at the southeast corner of the said 38.622 acre tract for the southeast corner of this;

THENCE along the south margin of the said 38.622 acre tract, N. 70° 22' 33" W., 754.65 feet, N. 70° 33' 39" W., 304.05 feet, and N. 71° 04' 38" W., 272.22 feet to the point of beginning, containing 35.874 acres of land, save and except the following described tract;

BEGINNING at a point which bears N. 18° 56' 35" E., 324.00 feet and S. 71° 03' 25" E., 130.00 feet from the southwest corner of the said 38.622 acre tract;

THENCE S. 71° 03' 25" E., 120.00 feet to a point for a corner of this;

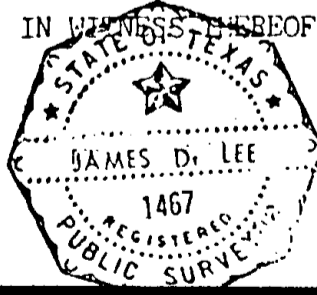
THENCE N. 18° 56' 35" E., 250.00 feet to a point for a corner of this;

THENCE N. 71° 03' 25" W., 120.00 feet to a point for a corner of this;

THENCE S. 18° 56' 35" W., 250.00 feet to the point of beginning, containing 0.689 acres of land.

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS, that I,
COUNTY OF BELL James D. Lee, Registered Public Surveyor
 prepared these field notes from previous
 surveys of the 38.622 acre tract, and Deed
Records of Bell County, Texas.

IN WITNESS WHEREOF, my hand and seal this the 27th day of February, A.D., 1979.



[Signature]
James D. Lee

BYLAWS OF
CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The registered office of the corporation shall be located at 6010 Brooks, Austin, Texas, but meetings of members and directors may be held at such places within Bell County, Texas, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to NPC Realty Co., a partnership, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Bell County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association monthly and special assessments which are secured to

the full extent provided by law, by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and shall incur a \$5.00 per month late charge; and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same or (2) foreclose the lien against the property, or (3) both, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

No assessments shall be levied against either Class A or Class B members as the same are defined in the Declaration until all of the following events occur, to-wit:

1. Lot 19, Block 5 of Chimney Corners, according to the plat of said addition in Book 1595, Page 163, Cabinet A, Slide 40-C, has been conveyed to Chimney Corners Homeowners Association, Inc.
2. A swimming pool and one cabana has been substantially completed on said Lot 19, Block 5 by Declarant, and solely at Declarant's expense.
3. Declarant has executed an instrument and delivered the same to the President of the Association in which it is stated that Declarant has deeded pool and cabana, and recognizes the fact that the same is the property of Chimney Corners Homeowners Association, Inc., and that it is being donated to said Association without liens and free of debt.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Condition Precedent to Active Participation of Class A Members. Declarant, being NPC Realty Co., a partnership and their respective successors and assigns who constitute the Class B members of Chimney Corners Homeowners Association, Inc., shall be the sole voting members of Chimney Corners Homeowners Association, Inc., and the only members who are required to be notified in connection with any meeting (regular, annual or special) until the following events occur, to-wit:

1. Lot 19, Block 5, Chimney Corners, according to the plat of said addition in Book 1595, Page 163, Cabinet A, Slide 40-C has been conveyed to Chimney Corners Homeowners Association, Inc., and the deed placed of record.
2. A swimming pool and a cabana have been substantially completed on Lot 19, Block 5 by a Declarant and solely at Declarant's expense.
3. Declarant has executed an instrument in which it states that it has deeded Lot 19, Block 5 to Chimney Corners Homeowners Association, Inc., and has substantially completed the

construction of a swimming pool, and cabana and recognizes the fact that all of the property is now owned by Chimney Corners Homeowners Association, Inc., free and clear of any claim or debt to Declarant or anyone else.

Section 2. Time When Both Class A and Class B Members Become Active and Subject to Assessments. After all of the above items and conditions set forth in Section 1 have been met and occur, then from that date forth, both Class A and Class B members as the same are defined in the Declaration of Covenants, Conditions and Restrictions, which are recorded in Book 1674, Page 813, etc., of the Deed Records of Bell County, Texas, shall then constitute the voting members and shall be entitled to participate in the affairs of the Association and shall be subject to assessments, and shall receive the required notices as set forth in these By-Laws and in other instruments concerning this Association.

Section 3. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the fourth Thursday of each January of each year thereafter, at the hour of 8 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of Class A membership.

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days, but not more than 50 days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as set out above.

Section 6. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time-to-time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with

the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 8. Action Taken Without a Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of two-thirds of all members of each class, and filing the same with the secretary of the Association. Any actions so approved shall have the same effect as though taken at a meeting of the members.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed the administration is assumed until by Class A membership, by a board of three (3) directors who are named in the Articles of Incorporation.

Section 2. Term of Office. At the first annual meeting the members shall elect 1/3 of the directors for a term of one year, 1/3 of the directors for a term of two years, and 1/3 of the directors for a term of three years; and at each annual meeting thereafter, the members shall elect 1/3 of the directors for a term of three years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of all of the directors and filing the same with the secretary of the association. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a member of the Board of Directors, and two or more members of the association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the

Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held every three months without notice, at such place and hour as may be fixed from time-to-time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by majority of the directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.
- (c) exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation or the Declaration;

- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors

to:

- (a) cause to be kept a complete record of all its' acts and corporate affairs and to present a report thereof to the members at the annual meeting of the members, or at any special meeting when such report is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - 1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - 2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of January 1 of each year; and
 - 3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same, or both.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained; and,
- (h) cause the exterior of any dwelling to be maintained when such is deemed necessary by the Board of Directors and to levy a special assessment against such lot for the cost thereof.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be president and vice-president, who shall at all times be members

of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time-to-time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time-to-time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; and shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association

together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE XI
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Chimney Corners Homeowners Association, Inc." Affixing the corporate seal shall not be required in order for an instrument to be valid unless the same is required by law.

ARTICLE XIII
AMENDMENTS

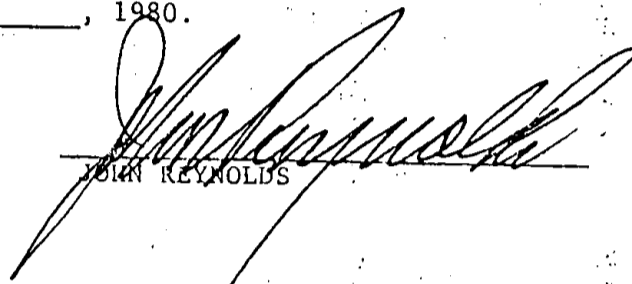
Section 1. These bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Veterans Administration shall have the right to veto Amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these bylaws, the Declaration shall control.

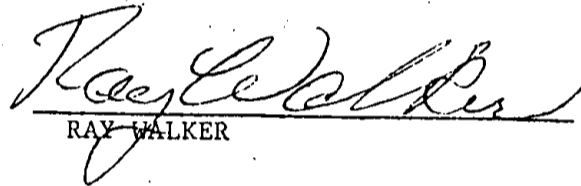
ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being a majority of the directors of CHIMNEY CORNERS HOMEOWNERS ASSOCIATION, INC., have hereunto set out hands this 25th day of June, 1980.


JOHN REYNOLDS


JAMES SIEPIELA

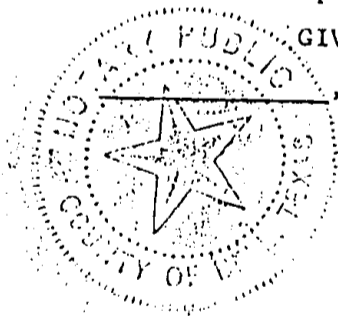

RAY WALKER

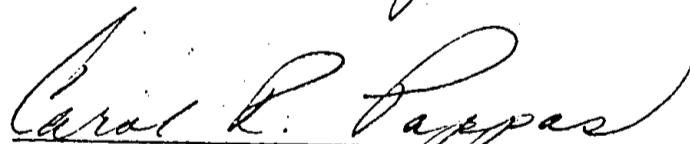
THE STATE OF TEXAS }

COUNTY OF BELL }

BEFORE ME, the undersigned authority, on this day personally appeared JOHN REYNOLDS, JAMES SIEPIELA, and RAY WALKER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this 25th day of June, 1980




NOTARY PUBLIC in and for BELL
County, Texas

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by NPC Realty Co., a general partnership, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Killeen, Bell County, Texas, which is more particularly described as:

Lots One through Thirty-Two (1-32), inclusive, Block 7; Lots Seven through Twenty-Three (7-23), inclusive, Block 8; Lots One (1) and Two (2), Block 10; and Lot Nineteen (19), Block 5, CHIMNEY CORNERS as recorded in Bell County Plat Records, Book 1595, Page 163, Cabinet A, Slide 40-C; and more accurately described in attached field notes labeled Exhibit "A"; and

WHEREAS, all streets shown on above referenced plat are hereby dedicated for public use and all common areas consisting of "Green Areas" as shown on above referenced plat are dedicated and established for exclusive use of the Chimney Corners Homeowners Association and are subject to any and all utility easements shown; and,

WHEREAS, Declarant desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities and to this end, desires to subject the property herein described to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create a Homeowner's Association to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created,

NOW, THEREFORE, Declarant hereby declares that all of the properties described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I-DEFINITIONS

Section 1. "Association" shall mean and refer to Chimney Corners Homeowner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" and "Member" are used interchangeably throughout this document.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such annexations and additions thereto as may be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 19, Block 5, and the Green Area within Block 7, as shown on Chimney Corners plat recorded for record March 27, 1979 in Bell County Plat Records, Book 1595, Page 163, Cabinet "A", Slide 40-C.

Section 5. "Lot" shall mean and refer to any plot of land which is restricted to single-family dwelling use shown upon any recorded subdivision map or the properties.

Section 6. "Declarant" shall mean and refer to NPC Realty Co., a general partnership, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II - PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions;

A. The right of enjoyment in and to the Common Area and facilities shall be limited to those residing on the property and may not consist of more than two adults per lot plus any children thereof who are single and under twenty-one years of age;

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the number of guests of members;

C. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

D. The right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) or each class of members agreeing to such dedication, sale or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants or contract purchasers who reside on the property, but the right of enjoyment of each lot by owner, his tenants or contract purchasers shall be limited to those residing on the property, and may not consist of more than two adults per lot plus any children thereof who are single and under 21 years of age.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, they as a group shall be considered a voting member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) On January 1, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, except those exempt under Section 11 of this Article, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments for home improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together

with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$120.00 per lot for Class A members and \$40.00 per lot for Class B members.

A. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Special Assessments for Home Improvements. When, in the opinion of the Board of Directors of the Association, any lot or the exterior of any improvements thereof is not being maintained in an acceptable manner by comparison to the other properties in the area, the Board shall have the authority in behalf of the Association to bring such lot and the exterior of such improvements to an acceptable standard, and to levy a special assessment against such lot for the cost thereof. Provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Uniform Rate of Assessment. Both annual and special assessments for capital improvements must be fixed at a uniform rate for all lots held by Class A members and may be collected on a monthly, quarterly, semi-annual or annual basis. Class B members shall be assessed at a uniform rate per lot equal to one-third (1/3) of the Class A members' assessment per lot.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days before January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. A deed of trust lien against the residential lots herein described is being granted by Declarant to Phil Mockford, Trustee, for the benefit of the Association, and it is contemplated that vendor's liens will be reserved in deeds conveying such lots to secure the assessments herein provided. If any assessment is not paid within thirty (30) days after the due date at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same, or (2) foreclose any lien against the property which secures such assessment, or (3) both, and, in either event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Liens to Mortgages. The liens of the assessments mentioned and provided for herein shall be subordinate to the lien of any first mortgage or any other purchase money lien or construction lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became

due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent lot owner from his personal obligation and liability therefor.

Section 11. Exempt Property. The following subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- A. All properties dedicated and accepted by any local governmental authority and devoted to public use;
- B. All Common Area as defined in Article 1, Section 4 hereof;
- C. All additional Common Area which may be acquired through annexation.

ARTICLE V.

LAND USE AND BUILDING TYPES

Section 1. Building Type. No lot, except Lot 19, Block 5, shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, except Lot 19, Block 5, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

Section 2. Required Area. The total floor area of a single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any Lot in Chimney Corners, shall contain not less than 800 square feet.

Section 3. Lot Area and Width. No dwelling shall be erected on any lot having width of less than 40 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 4,000 square feet.

Section 4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 5. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to be located within the

Section 6. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 7. Fences, Walls and Hedges. No fence, wall or hedge shall be built or maintained forward of the front wall line of any house erected on any lot, except for trellisses, and decorative fences, which are included in the architectural design of the house and these shall be no more than 15 feet from the front house wall line.

Section 8. Existing Dwellings. No existing dwellings shall be moved onto any lot in this subdivision.

Section 9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently, nor shall any structure of a temporary character be placed on any lot either temporarily or permanently for any use.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle or motor repair work other than minor emergency repair shall be conducted on any lot or in the street or streets adjoining any lot. No "A"-frame, hoist or other device for lifting vehicles or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or on any street adjoining any lot.

Section 11. Unsightly Objects. No motor boat, camper, truck or trailer, or unsightly vehicles or objects shall be parked or stored between the curb and building line of any lot. A boat or recreational camper may be permitted provided it is retained in back of front wall of house and shielded by privacy fence.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any single family residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

Section 13. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil tanks, tunnels, mining excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 14. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

Section 15. Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition and screened from public view.

Section 16. Commercial Use. No lot or part of any property in Chimney Corners shall ever be used for a business or commercial purposes or for carrying on any trade or profession, except that Chimney Corners, its successors or agents may erect and maintain sales offices and exhibit houses in Chimney Corners.

Section 17. Use of Lot 19, Block 5 may be used as a club and for recreational purposes, including necessary buildings of structures which are customarily constructed in connection with such uses.

Section 18. Resubdivision. No corner lot may be resubdivided or used so as to permit an additional dwelling to face on a side street.

Section 19. Use Easement. A five (5) foot easement of necessity shall exist as to each lot in the Subdivision for the purpose of maintenance and repair of the adjoining lots and structures, by their respective owners. By acceptance of a deed to one or more of the above lots, the owner thereof covenants to grant a five (5) foot easement of necessity and use to the owner of each adjoining lot, whereby access shall be provided to the owners of said adjoining lots, their servants, agents or independent contractors for the purpose of maintaining, repairing, or improving the property of said adjoining lot owners.

This five (5) foot easement shall also exist to facilitate the construction and maintenance of a living unit on the adjoining lot. No temporary building, concrete, permanent landscaping, fence, wall, swimming pool or structure of any type will be permitted within five (5) feet of the property line of the adjoining lot. Where the five (5) foot easement is incorporated into the side yard of an adjoining lot through the use of fencing, installed by the developer or his agents, that adjacent lot owner shall assume the duty and responsibility to maintain said easement as a portion of his yard. This duty to maintain shall include, but not be limited to the mowing, edging, care of the lawn and also keeping said easement clear of debris. It is also restricted that the owner of record of said five (5) foot easement will not obstruct or allow to be obstructed the said easement or any portion thereof located within confines of said fencing.

This requirement may be modified or suspended by mutual agreement of the property owners with concurrence of the Architectural Control Committee. Any disputes arising out of the use, maintenance or enjoyment of said easement will be referred to the Directors of the Chimney Corners Homeowners Assn., Inc., whose decision will be final.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Review by Committee. No improvements shall be erected, placed or altered on any lot, nor shall any landscaping be performed unless complete plans, specifications, and lot plans therefor, showing exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, the general plan of landscaping, fencing, walls, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

Section 2. Purpose. The Architectural Control Committee shall exercise its' best judgement to see that all improvements, construction, landscaping and alterations on lands within Chimney Corners conform to and harmonize with the existing and surrounding structures and that trees and environment are protected.

Section 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this procedure will be deemed to have been fully complied with

Section 4. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.

Section 5. Members. The Architectural Control Committee shall consist of not more than three (3) members who shall be appointed by the Board of Directors of the Association. The following are hereby appointed to serve at this time, to-wit: John Reynolds, James Siepiela, and Ray Walker. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of this committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. At any time the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 6. Modification. The Architectural Control Committee shall have the authority to reduce the floor area requirements contained herein by 5%, and to modify or waive the masonry requirement. In addition, when in the opinion of the Architectural Committee a waiver or modification of any other restrictive covenants herein would not impair or detract from the high quality of this subdivision, it may be written instrument in recordable form waive or modify any such restriction.

Section 7. Liability. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner within Chimney Corners by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

ARTICLE VII - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association of an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The restrictive covenants contained in Article V and VI hereof and Article VII, Sections 1 and 2 hereof, shall run with the title and bind the land in Chimney Corners, for a period of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. These provisions may be amended during the first 30-year period by an instrument signed by the owners of not less than 80% of the lots and thereafter by an instrument signed by the owners of not less than 2/3 of the lots. Declarant reserves the right to modify the restrictive covenants or to impose different restrictive covenants on those lots or tracts including in land hereafter annexed to the Association.

The remaining covenants of this Declaration shall run with the title and bind in Chimney Corners and any other land annexed by the Association for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. These remaining covenants may be amended by the Declarant without concurrence of other lot owners for a period of 30 months from the date this Declaration is recorded and during the remainder of the first 30-year period by an instrument signed by the owners of 80% of the lots subject to this jurisdiction of the Association, and thereafter by an instrument signed by the owners of not less than 2/3 of the lots subject to the jurisdiction of the Association.

To be effective, any amendment of this Declaration must be recorded.

Section 4. Annexation to the Association. Additional land developed for single family residential use within Chimney Corners Subdivision as recorded in Box¹⁵⁹⁵ 1595, Page 163, Cabinet A, Slide 40-C, Bell County Records, may be annexed to the Association by the Declarant without the consent of members within 10 years of the date of this instrument; provided, however that nothing herein shall be construed to require Declarant to annex additional lands. Thereafter, any additional land may be annexed to the Association with the consent of 2/3 of each class of members voting at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days and not more than 60 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast 60% of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth above and the required quorum at such subsequent meeting shall be 1/2 of the required quorum of the preceding meeting. No such subsequent

meeting shall be held more than 60 days following the preceding meeting.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration; Annexation of additional properties, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25 day of June, 1980.

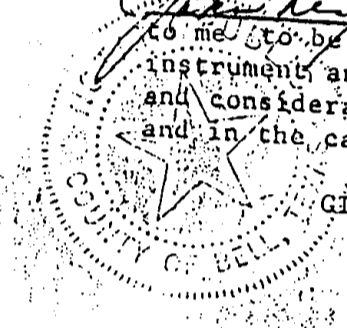
NPC REALTY CO.

BY: [Signature]
John Reynolds
Attorney in Fact

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared John Reynolds of NPC REALTY CO., a Texas general partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of NPC Realty Co., and in the capacity therein stated.



GIVEN UNDER MY HAND and seal of office this 25 day of June, 1980.

[Signature]
Notary Public in and for County, Texas

FIELD NOTES for Gary Purser for a tract of land in Bell County, Texas, out of and a part of the E. W. Lawer Survey, Abstract No. 517, and the land herein described being out of that certain tract described as 38.622 acres described in a deed from W. T. Dugger to Gary Purser, said deed being of record in Volume Cab A Page 40.0, Deed Records of Bell County, Texas;

BEGINNING at an iron pipe at the southwest corner of the said 38.622 acre tract;

THENCE along the east margin of 30th Street, and the west margin of the said 38.622 acre tract N. 18° 56' 35" E., 1173.00 feet, and N. 18° 45' 50" E., 7.40 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 269.19 feet to a point for a corner of this;

THENCE along a curve to the left, having a radius of 149.23 feet an arc distance of 18.67 feet to an iron pipe found for a corner of this;

THENCE S. 71° 25' 46" E., 60.00 feet to an iron pipe found for a corner of this;

THENCE along a curve to the right, having a radius of 209.23 feet, an arc distance of 18.65 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 804.53 feet to a point for a corner of this;

THENCE along a curve to the left having a radius of 324.14 feet, an arc distance of 26.27 feet to an iron pipe found for a corner of this;

THENCE S. 71° 35' 15" E., 60.00 feet to an iron pipe found for a corner of this;

THENCE along a curve to the right having a radius of 402.14 feet an arc distance of 68.73 feet to the beginning of a curve to the left;

THENCE along the said curve to the left having a radius of 342.14 feet an arc distance of 58.47 feet to the point of tangency;

THENCE S. 18° 34' 41" E., 0.95 feet to a point for a corner of this;

THENCE S. 71° 03' 25" E., 140.82 feet to a point in the east margin of the said 38.622 acre tract, for a corner of this;

THENCE along the east margin of the said 38.622 acre tract, S. 18° 34' 41" W., 554.77 feet, and S. 18° 47' 30" W., 496.23 feet to an iron pipe at the southeast corner of the said 38.622 acre tract for the southeast corner of this;

THENCE along the south margin of the said 38.622 acre tract, N. 70° 22' 33" W., 754.65 feet, N. 70° 33' 39" W., 304.05 feet, and N. 71° 04' 38" W., 272.22 feet to the point of beginning, containing 35.874 acres of land, save and except the following described tract;

BEGINNING at a point which bears N. 18° 56' 35" E., 324.00 feet and S. 71° 03' 25" E., 130.00 feet from the southwest corner of the said 38.622 acre tract;

THENCE S. 71° 03' 25" E., 120.00 feet to a point for a corner of this;

THENCE N. 18° 56' 35" E., 250.00 feet to a point for a corner of this;

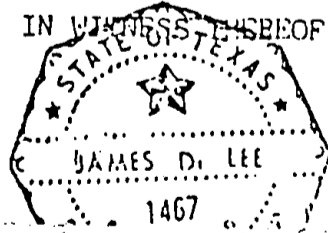
THENCE N. 71° 03' 25" W., 120.00 feet to a point for a corner of this;

THENCE S. 18° 56' 35" W., 250.00 feet to the point of beginning, containing 0.689 acres of land.

STATE OF TEXAS
COUNTY OF BELL
Records of Bell County, Texas.

KNOW ALL MEN BY THESE PRESENTS, that I, James D. Lee, Registered Public Surveyor prepared these field notes from previous surveys of the 38.622 acre tract, and Deed

IN WITNESS WHEREOF, my hand and seal this the 27th day of February, A.D., 1979.



[Handwritten signature]

1705
515

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS

X

COUNTY OF BELL

X

WHEREAS, by instrument dated June 25, 1980, NPC Realty Co., Declarant, executed and filed for record a Declaration of Covenants, Conditions and Restrictions covering the lots in Chimney Corners, a subdivision in Bell County, Texas, according to the plat of such subdivision recorded in Volume 1595, Page 163, Cabinet A, Slide 40 C of the Records of Bell County, Texas, which said Declaration of Covenants, Conditions, and Restrictions is recorded in Volume 1674, Page 813 of the Deed Records of Bell County, Texas; and

WHEREAS, Article V of said Declaration deals with land use and building types and Section 5 of said Article V deals with building location and provides, among other things, that no building shall be located on any lot nearer than twenty-five feet (25') minimum, thirty-five feet (35') maximum, to the front lot line; and

WHEREAS, the existence of the thirty-five foot maximum set back from the front lot line requirement has, in the course of actual development of said property, been found oppressive and in many instances detrimental to quality development; and

WHEREAS, Article VI of said Declaration deals with architectural control and Section 6 of said Article VI deals with modification of the restrictive covenants and provides that when in the opinion of the Architectural Control Committee a modification of a restrictive covenant would not impair or detract from the high quality of the subdivision it may by written instrument in recordable form waive or modify any such restriction; and

WHEREAS, said Architectural Control Committee is now composed of John Reynolds, James Stepola, and Richard Curran, and it has determined that the thirty-five foot maximum set back from the front property line requirement should be eliminated and it is determined that the elimination of such provision will not impair or detract from the high quality of the subdivision;

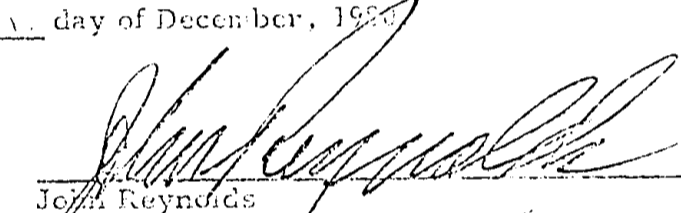
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, John Reynolds, James Stepola, and Richard Curran, the Architectural Control Committee of said subdivision, do hereby waive, modify, and modify

these presents do hereby modify, Section 5 of Article V, Land Use and Building Types, of the Declaration of Covenants, Conditions and Restrictions pertaining to Glenview District, a subdivision in Bell County, Texas, according to the plat recorded in Volume 1547, Page 163, Cabinet A, Slide 40-C of the Records of Bell County, Texas, by eliminating therefrom the requirement that no building shall be located on any lot further from the front lot line than thirty-five feet and as a result of such modification, Section 5 of Article V shall hereafter read as follows:

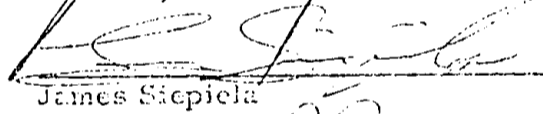
" Section 5. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet minimum to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot."

With the exception of the foregoing modification, all other provisions of Article V, Land Use and Building Types, shall remain in full force and effect.

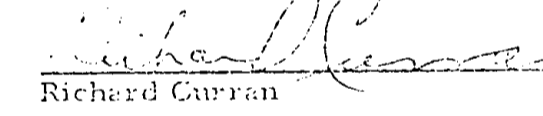
EXECUTED this the 9-11 day of December, 1980



 John Reynolds



 James Siepiela



 Richard Curran

A public hearing was held at the request of Raphael Donato for the rezoning of Lots 4, 5 and the West 7 feet of Lot 6 of Block 23 of the Original Town Subdivision, locally known as Mandarin Palace, 308 East Avenue G, Killeen, Bell County, Texas; from B-5 (Business District) to RC-1 (Restaurant and Private Club District). Approved by the Planning and Zoning Commission contingent upon the leasing of additional parking facilities. After reading caption of ordinance, the public hearing was opened. Appearing before the Council to speak in behalf of request was Mr. Raphael Donato. Mr. Donato stated he is leasing parking spaces directly across the street from his business. All parties have agreed and all is final except drawing up the leases. He asked the Council to do one of two things: approve the request on the contingency of the leases being drawn up or table the request until the leases are completed. Recommendation of the City Manager to continue the request upon the finalization of the lease agreement even though Mr. Taylor is not involved, he would like for Mr. Taylor to have a change to review the lease agreement to make sure it does meet the requirements of our ordinance prior to coming back to the Council. Motion was made by Mr. Goode and seconded by Mr. Hallmark to continue until the final Council Meeting in March at the City Manager's request. Vote carried unanimously.

ORDINANCE, REZONING, ROGER B. WILSON.

A public hearing was held at the request of Roger B. Wilson for the rezoning of a 132 foot by 124.3 foot tract of land out of the H. C. McClung Survey, Abstract Number 570, located immediately North and East of the intersection of Tenth Street, Killeen, Bell County, Texas; from R-1 (Single Family Residential District) to R-3 (Multi-Family Residential District). Approved by the Planning and Zoning Commission. After reading caption of ordinance, the public hearing was opened. Appearing before the Council to speak in behalf of the request was Mr. Jerry Dugger for Mr. Roger B. Wilson. Mr. Dugger stated the property in question is an old lot that has been used for Multi-family for years, even though it is presently zoned Single Family. The house on the property is old, and the City has requested it be torn down or repaired. We have complied with that, and we are presently demolishing the building. We would like to be able to replace it with a new structure for the same use it has been. No opposition was heard from the audience. Motion was made by Mr. Gibson and seconded by Mr. Goode to approve the request. Vote was six (6) affirmative and one (1) abstention. Mr. Cloud abstained.

ORDINANCE, REZONING, GARY PURSER.

3/13/79

A public hearing was held at the request of Gary Purser (Chimney Corners) for the rezoning of a 38.622 acre tract of land being out of and a part of the E. W. Lawler Survey, ABstract Number 517, Killeen, Bell County, Texas; from R-MH (Residential Mobile Home) to Community Unit Plan. After reading caption of the ordinance, the public hearing was opened. Appearing before the Council to speak in behalf of the request was Louis Kirchofer of Nash Phillips-Copus. Mr. Kirchofer stated they were the ultimate user of the property. They have applied for this planning development, primarily to convert the land as it was platted as a mobile home and use it in a new style of building that is commonly called zero lot lines. It is single family detached housing but it provides for greenbelts and common amenity. The primary difference in the style of the architecture; the appearance is like a single-family subdivision other than instead of having backyards, each unit has a side yard. In addition, there is a Homeowners' Association that maintains the greenbelt and common facilities and also acts as an architectural control community to monitor the whole subdivision. After considerable discussion by the Council and no opposition from the audience, motion was made by Mr. Cloud and seconded by Mr. Gibson that Mr. Purser's request to rezone

the property from R-Mu. (Residential Mobile Home) to Community Unit Plan be approved. Vote was six (6) affirmative and one (1) abstention. Mr. Droke abstained.

SET PUBLIC HEARING.

Council considered setting the date of April 10, 1979, to hold a public hearing requested by Thomas M. Schroeder for the renewal of a Special Use Permit for the operation of an office building on a 0.5 acre tract of land out of the Nathan Halbert Survey #389, having dimensions of 75 feet by 110 feet, locally known as 1008 Illinois, Killeen, Bell County, Texas. Motion was made by Mr. Goode and seconded by Mr. Robinett to set the public hearing date for April 10, 1979. Vote carried unanimously.

RESOLUTION, INSTALLATION OF PAY TELEPHONES.

Council considered a resolution authorizing Central Telephone Company to place pay telephones in the Central Business District. The following locations have been agreed to by the adjacent property owners and the telephone company is willing to install pay phones:

1. Church and 8th Streets, American State Bank Parking Lot corner;
2. Avenue B and 8th Street, Montgomery Ward;
3. Avenue A and Gray Street, front of First National Bank of Killeen;
4. 403 North Gray Street, Blood Plasma Center;
5. Avenue D and 4th Street, front of Texaco on corner;
6. Avenue B and 2nd Street, present location at Centel Business Office;
7. Avenue C and 2nd Street, front of Texas Power & Light.

Recommendation of approval by the City Manager. Motion was made by Mr. Robinett and seconded by Mr. Goode to approve the resolution. Vote carried unanimously.

RESOLUTION, CITY'S RETENTION OF ORIGINAL JURISDICTION OVER UTILITY RATE INCREASES.

Council considered a resolution supporting the city's retention of original jurisdiction over utility rate increases. Several bills have been introduced in the Legislature which would abolish the city's original jurisdiction over utility rate increases and transfer same to the Public Utility Commission and the Railroad Commission. Said resolution voices the City Council's opposition to the transfer of original jurisdiction over utility rates to the Public Utility Commission and the Railroad Commission and urges all members of the Legislature, and most especially Representative Stan Schleuter and Senator W. N. "Bill" Patman, to oppose these bills. Motion was made by Mr. Gibson and seconded by Mr. Hallmark to approve the resolution. Vote carried unanimously.

RESOLUTION, COMPENSATION OF ELECTION JUDGES AND CLERKS.

Council considered a resolution providing for compensation of election judges and clerks. Election Judges and Clerks shall make \$2.50 per hour for serving in the Municipal Election held on April 7, 1979, and the Election Judges shall be paid an additional \$15.00 for delivering the returns to the City's chief election official for proper tabulation, except the Judge in the North Ward precinct who will be paid \$7.50 by the City and \$7.50 by the Killeen Independent School District. Motion was made by Mr. Goode and seconded by Mr. Robinett to approve the resolution. Vote carried unanimously.

CITY OF KILLEEN
REGULAR MEETING OF THE CITY COUNCIL
MARCH 13, 1979

PRESIDING: Mayor Major E. Blair.

PRESENT: Councilmen Allen Cloud, J. C. Droke, Jr., Willie Gibson, Paul Goode, Marion Hallmark, A. D. Robinett and Milton Wells. Also present was City Manager, Mike Eastland, City Attorney, Jim Perry, and City Secretary, Ovanda Estep.

Invocation given by Mr. A. D. Robinett.

MINUTES.

The minutes of Regular City Council Meeting of February 27, 1979, and Special City Council Meeting of March 1, 1979, were presented for consideration and approval. Motion was made by Mr. Wells and seconded by Mr. Hallmark to approve both minutes without reading. Vote carried unanimously.

AWARD OF BIDS, SECURITY FENCE, KILLEEN MUNICIPAL AIRPORT.

A-1 Fence - no bid
Killeen Fence Company - \$25,000.00.

Recommendation of the City Manager to award bid to Killeen Fence Company as it is a reasonable and competitive bid. Also, is contingent upon approval of the Texas Aeronautics Commission and Federal Aviation Administration as the funding is coming from them. Motion was made by Mr. Cloud and seconded by Mr. Goode to approve the City Manager's recommendation. Vote carried unanimously.

AWARD OF BIDS, SERVICE ROAD AND TAXIWAY, KILLEEN MUNICIPAL AIRPORT.

Odell Geer Construction Co. - \$161,544.00

Only one (1) bid was received. The City Manager stated we had an alternate bid on the base material on which we could go from an 8" lay down to a 6" lay. We have taken PI test on the roadway section and feel like we can drop down to the 6" base and still provide a good roadway that we can maintain for a reasonable time period and requested the Council to authorize us to award the bid to Odell Geer Construction Co. with the understanding that we will reduce the amount by the difference of the 8" and 6" base material from the \$161,544 and that also this bid award be contingent upon approval by TAC and FAA. Motion was made by Mr. Goode and seconded by Mr. Robinett to award the bid to Odell Geer Construction Co. with the recommendation of the City Manager. Vote carried unanimously.

AWARD OF BID, SALE OF SLURRY SEAL MACHINE.

Waco Paving, Inc. - \$6,000.00

Recommendation of the City Manager to sell the slurry seal machine to Waco Paving, Inc. Motion was made by Mr. Hallmark and seconded by Mr. Wells that we sell the slurry seal machine for \$6,000.00 to Waco Paving, Inc. Vote carried unanimously.

ORDINANCE, LONE STAR GAS COMPANY RATE INCREASE REQUEST, CONTINUATION.

A continuation of the public hearing on Lone Star Gas Company rate increase request was held. Appearing before the Council to speak in behalf of the rate request was Mr. Charles Ferguson, local manager of Lone Star Gas Company. Mr. Ferguson stated we have previously held a work session with the committee that was appointed by the Mayor, plus a work session this past week, and we have come up with a tentative ordinance that we have presented to you for your consideration, and he asked the Council to consider the ordinance as it has been presented. Mr. Ferguson then stated we have discussed in previous work sessions, using the figures we derived at in the revised ordinance which did reduce the required revenue from the original request. Mr. Ferguson then introduced Mr. Quentin Hix of the Fort Worth Staff to give a presentation to give a clarification of the rate increase request we have on the pending issue. Mr. Hix then presented three charts and summarized briefly what has been discussed with the committee which was appointed by the Council. First considered was the revenue requirement that Lone Star Gas has asked for with this rate application. We talked of the four (4) areas of expenses that the revenue requirement has to cover. In gas cost we looked at the company's cost of gas per our filing that was filed with you and no serious questions about the cost of gas as requested in the actual operating expense records that we have. The second area of operating expenses in our filing we had shown, per our actual expenses in our test year, twelve (12) months ending March 31, 1978, and have made only two (2) adjustments there. One, being a postage rate increase and one being a labor increase in September, 1977. There was a third area of expense in the initial filing that we were able to delete from our operating maintenance expenses because of the diligent way the Council handled this rate application, and that was an expense which had been rolled in for a rate case expense. Hiring consultants that the Company would have had to reimburse to the City. That was an area of several thousands of dollars that we were able to go ahead and eliminate immediately from the operating expenses. Third area, Federal Income Tax, was simply a calculation which is obvious, applying the 46% income tax rate, that net income at that point. The fourth area, the return on investment, was the area where we had the greatest difference between what Lone Star has applied for and what the Council 77-9 committee was looking at as the amount of return that we should be earning based on our investment here in the Killeen distribution system. Mr. Hix then showed a comparison between the figures per their filing in the revenue requirement area and how this difference on the return of investment compared to what the Council committee had asked to look at in the way of return. There were a lot of percentages involved; we were talking about Lone Star's cost of capital, several sources of funding and different percentages of return on each. The primary area that we based these figures on was a return on common equity again where the Council committee was looking at something in the 14% range and our original filing had asked for more than that. The increase that we had requested in our initial filing was \$326,918.00. Because of the difference in figures that the Council committee wanted to look at in the terms of amount of returns on our investment, the figure that they come up with is \$220,238.00. It is a reduction of about a third of what we had asked for in our original filing. The total revenue required, based on the test year expenses and return, per our filing of \$2,950,109.00, and using the figures from the Council committee, we have a total of revenue required, based on our test year expenses and return of \$2,843,429.00. At this point, recognizing the returns that the Council committee wanted to look at as being what they felt adequate based on our investment in Killeen, we addressed one other issue, and that is the fact that whatever the Council decides to grant us based on those test year figures, is a return of which we don't feel we would be able to achieve simply because the figures in our filing are based on a test year that some of the expenses go back as far as April, 1977. It is not very difficult to see that the effects of inflation over a period of time since then has caused us to have greater operating

and maintenance expenses than what we actually show in our test year filing. We went back and looked at just the area of operating and maintenance expenses, the figures from our test year per our filing and again we factored out the rate case expense from those figures and then applied a factor of 7% to just those operating and maintenance expenses and came up with an additional revenue requirement to actually protect the return which the Council committee had talked about being adequate, an additional revenue of \$35,044.00. With that additional amount we would have a reasonable opportunity to actually earn again that return which we discussed with the committee. The additional \$35,044.00 added back in, which would be an amount required to protect the return, whether we were working with our filing figures or the adjusted figures based at the request of the Council committee, we came up with a total revenue required, including that \$35,044.00 which represents the percent increase from our test year per our filing we had requested 13.8%, using the Council committee figures it comes up to an increase over the test year revenues of 9.7%. At that point, we developed a rate schedule which would produce the amount of revenues to operate the Killeen distribution system covering operating expenses, taxes and providing the necessary returns. That is the ordinance we are asking on your consideration on today. Mr. Robinett then asked what percent of return do you have on investment after all is said and done. Mr. Hix stated, on the adjusted rate base this amount of revenue per the Council request will represent an 8.2% return on adjusted value. Mr. Robinett then asked without any increase whatsoever, what would it amount to. Mr. Hix stated a 1.75% on adjusted value. Our request had been for a 9.53% return but working with these figures it brings it down to an 8.2%. Mr. Robinett asked do you find the cost of natural gas still climbing rapidly or leveling off? Mr. Ferguson answered, right now the records I am furnished, it is still on the increase. Mr. Robinett asked what is their average weighted cost of gas now? Mr. Ferguson answered \$1.78 as of today. There being no further questions from the Council, motion was made by Mr. Robinett and seconded by Mr. Cloud to approve the rate increase as stipulated here by the Gas Company. Vote carried unanimously.

ORDINANCE, REZONING, ART NESBIT.

⊘ Council considered holding a public hearing at the request of Art Nesbit for the rezoning of a tract of land lying North of Zephyr Road and described as the Southeast 125 feet by 250 feet of Tract G out of and a part of the 120 acre tract out of the A. Dickson Survey, Killeen, Bell County, Texas; from R-3 (Multi-Family Residential District) to B-3 (Local Business District). REQUEST WITHDRAWN BY PETITIONER. Motion was made by Mr. Hallmark and seconded by Mr. Gibson to approve the request of withdrawal by the petitioner. Vote carried unanimously.

ORDINANCE, SPECIAL USE PERMIT, HOLIDAY INN.

⊘ Council considered holding a public hearing at the request of Holiday Inn for a Special Use Permit for a BT-1 (Theater) to operate a projection television in a 1369 square foot portion of Tract 4 of the John Gosline Survey, Abstract Number 344, locally known as the Holiday Inn Huntsman Club, Killeen, Bell County, Texas. (Tabled by the Planning and Zoning Commission.) No expression of intent of the Special Use Permit was presented to the Planning and Zoning Commission by Holiday Inn so the matter was tabled. The City Council cannot act effectively upon an issue when no action is recommended from the Planning and Zoning Commission. Motion was made by Mr. Robinett and seconded by Mr. Goode to table Item 6-C. Vote carried unanimously.

ORDINANCE, REZONING, RAPHAEL DONATO.

A public hearing was held at the request of Raphael Donato for the rezoning of Lots 4, 5 and the West 7 feet of Lot 6 of Block 23 of the Original Town Subdivision, locally known as Mandarin Palace, 308 East Avenue G, Killeen, Bell County, Texas; from B-5 (Business District) to RC-1 (Restaurant and Private Club District). Approved by the Planning and Zoning Commission contingent upon the leasing of additional parking facilities. After reading caption of ordinance, the public hearing was opened. Appearing before the Council to speak in behalf of request was Mr. Raphael Donato. Mr. Donato stated he is leasing parking spaces directly across the street from his business. All parties have agreed and all is final except drawing up the leases. He asked the Council to do one of two things: approve the request on the contingency of the leases being drawn up or table the request until the leases are completed. Recommendation of the City Manager to continue the request upon the finalization of the lease agreement even though Mr. Taylor is not involved, he would like for Mr. Taylor to have a change to review the lease agreement to make sure it does meet the requirements of our ordinance prior to coming back to the Council. Motion was made by Mr. Goode and seconded by Mr. Hallmark to continue until the final Council Meeting in March at the City Manager's request. Vote carried unanimously.

ORDINANCE, REZONING, ROGER B. WILSON.

A public hearing was held at the request of Roger B. Wilson for the rezoning of a 132 foot by 124.3 foot tract of land out of the H. C. McClung Survey, Abstract Number 570, located immediately North and East of the intersection of Tenth Street, Killeen, Bell County, Texas; from R-1 (Single Family Residential District) to R-3 (Multi-Family Residential District). Approved by the Planning and Zoning Commission. After reading caption of ordinance, the public hearing was opened. Appearing before the Council to speak in behalf of the request was Mr. Jerry Dugger for Mr. Roger B. Wilson. Mr. Dugger stated the property in question is an old lot that has been used for Multi-family for years, even though it is presently zoned Single Family. The house on the property is old, and the City has requested it be torn down or repaired. We have complied with that, and we are presently demolishing the building. We would like to be able to replace it with a new structure for the same use it has been. No opposition was heard from the audience. Motion was made by Mr. Gibson and seconded by Mr. Goode to approve the request. Vote was six (6) affirmative and one (1) abstention. Mr. Cloud abstained.

ORDINANCE, REZONING, GARY PURSER.

A public hearing was held at the request of Gary Purser (Chimney Corners) for the rezoning of a 38.622 acre tract of land being out of and a part of the E. W. Lawler Survey, ABstract Number 517, Killeen, Bell County, Texas; from R-MH (Residential Mobile Home) to Community Unit Plan. After reading caption of the ordinance, the public hearing was opened. Appearing before the Council to speak in behalf of the request was Louis Kirchofer of Nash Phillips-Copus. Mr. Kirchofer stated they were the ultimate user of the property. They have applied for this planning development, primarily to convert the land as it was platted as a mobile home and use it in a new style of building that is commonly called zero lot lines. It is single family detached housing but it provides for greenbelts and common amenity. The primary difference in the style of the architecture; the appearance is like a single-family subdivision other than instead of having backyards, each unit has a side yard. In addition, there is a Homeowners' Association that maintains the greenbelt and common facilities and also acts as an architectural control community to monitor the whole subdivision. After considerable discussion by the Council and no opposition from the audience, motion was made by Mr. Cloud and seconded by Mr. Gibson that Mr. Purser's request to rezone

the property from R-MH (Residential Mobile Home) to Community Unit Plan be approved. Vote was six (6) affirmative and one (1) abstention. Mr. Droke abstained.

SET PUBLIC HEARING.

Council considered setting the date of April 10, 1979, to hold a public hearing requested by Thomas M. Schroeder for the renewal of a Special Use Permit for the operation of an office building on a 0.5 acre tract of land out of the Nathan Halbert Survey #389, having dimensions of 75 feet by 110 feet, locally known as 1008 Illinois, Killeen, Bell County, Texas. Motion was made by Mr. Goode and seconded by Mr. Robinett to set the public hearing date for April 10, 1979. Vote carried unanimously.

RESOLUTION, INSTALLATION OF PAY TELEPHONES.

Council considered a resolution authorizing Central Telephone Company to place pay telephones in the Central Business District. The following locations have been agreed to by the adjacent property owners and the telephone company is willing to install pay phones:

- 19
16R
1. Church and 8th Streets, American State Bank Parking Lot corner;
 2. Avenue B and 8th Street, Montgomery Ward;
 3. Avenue A and Gray Street, front of First National Bank of Killeen;
 4. 403 North Gray Street, Blood Plasma Center;
 5. Avenue D and 4th Street, front of Texaco on corner;
 6. Avenue B and 2nd Street, present location at Centel Business Office;
 7. Avenue C and 2nd Street, front of Texas Power & Light.

Recommendation of approval by the City Manager. Motion was made by Mr. Robinett and seconded by Mr. Goode to approve the resolution. Vote carried unanimously.

RESOLUTION, CITY'S RETENTION OF ORIGINAL JURISDICTION OVER UTILITY RATE INCREASES.

19
17R

Council considered a resolution supporting the city's retention of original jurisdiction over utility rate increases. Several bills have been introduced in the Legislature which would abolish the city's original jurisdiction over utility rate increases and transfer same to the Public Utility Commission and the Railroad Commission. Said resolution voices the City Council's opposition to the transfer of original jurisdiction over utility rates to the Public Utility Commission and the Railroad Commission and urges all members of the Legislature, and most especially Representative Stan Schleuter and Senator W. N. "Bill" Patman, to oppose these bills. Motion was made by Mr. Gibson and seconded by Mr. Hallmark to approve the resolution. Vote carried unanimously.

RESOLUTION, COMPENSATION OF ELECTION JUDGES AND CLERKS.

19
18R

Council considered a resolution providing for compensation of election judges and clerks. Election Judges and Clerks shall make \$2.50 per hour for serving in the Municipal Election held on April 7, 1979, and the Election Judges shall be paid an additional \$15.00 for delivering the returns to the City's chief election official for proper tabulation, except the Judge in the North Ward precinct who will be paid \$7.50 by the City and \$7.50 by the Killeen Independent School District. Motion was made by Mr. Goode and seconded by Mr. Robinett to approve the resolution. Vote carried unanimously.

RESOLUTION, JOINT POLLING SITE, NORTH WARD.

Council considered a resolution designating a joint polling site with the Killeen Independent School District in the North Ward. The City will be sharing Election Judges and Clerks only in the North Ward, and said resolution is a formal agreement to this sharing arrangement. Motion was made by Mr. Robinett and seconded by Mr. Goode to approve the resolution. Vote carried unanimously. 7/1
AA

MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

Council considered modifications to the Community Development Block Grant Program. The City Manager stated at the last workshop we went over with the Council the amendments we have to our Community Development Block Grant Program which were necessitated by the fact that we received an additional sum of money, being \$350,000 from HUD on a competitive basis for the cities in the area. HUD has notified us that they made a mistake in calculating our yearly sum of money that is to be allocated to us. We had anticipated receiving \$800,000. We have now been told that the mistake was to our favor, and we will receive \$844,000. We have had to amend our project list. For the most part what we have been able to accomplish by this: one (1) Simonsville will be finished this year, which in turn allows us to move into another target area that we had not anticipated doing during this three (3) year period. We have actually moved up our schedule by about a year because of additional monies that we were able to receive. The money has been spread out between sidewalks, joint City/School park programs, City parks program and included a fee for microfilming some of our records in the Engineering and Planning Section. Motion was made by Mr. Goode and seconded by Mr. Gibson to approve the modifications to the Community Development Block Grant Program. Vote carried unanimously.

RESOLUTION, MAYOR TO EXECUTE ALL COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS AND DOCUMENTS.

Council considered a resolution authorizing the Mayor to execute all necessary Community Development Block Grant applications and documents. Said resolution authorizes the Mayor to execute any and all appropriate and required Community Development forms, including, but not limited to HUD 4007, HUD 4071, standard form 1194, and all necessary assurances, environmental clearances and legal notices. Motion was made by Mr. Robinett and seconded by Mr. Goode to approve the resolution. Vote carried unanimously. 7/1
20R

CARNIVAL PERMIT, WIMPY'S FUN SHOW.

Council considered a carnival permit requested by Wimpy's Fun Show to be conducted at Academy Surplus April 1 - 8, 1979. Appearing before the Council to speak in behalf of the carnival permit was W. R. Owens, owner of Wimpy's Fun Show. He stated he had seven (7) rides and a concession trailer which will sell popcorn, cotton candy, peanuts and snow cones. Mr. Owens added he had about three (3) or four (4) fun games. Motion was made by Mr. Cloud and seconded by Mr. Wells to approve the carnival permit for Wimpy's Fun Show. Vote was five (5) affirmative and two (2) opposed. Mr. Droke and Mr. Hallmark were in opposition.

ADVERTISE FOR BIDS, PUMP STATION #2.

Council considered authorizing the Staff to advertise for bids on Pump Station #2. (Bids to be opened on April 6, 1979, at 10:00 A.M.) The City Manager stated we have a pump motor that is burned out in the pump station. We found in trying to move it that the original design of the pump station is such that it is almost

physically impossible to get the pump out of the station for repairs, so we would like to take bids on having a steel beam and hoist placed in the pump station, having some doors for this hoist to exit out on and also we have been required by the Texas Department of Health to place a fence or other protective device around our chlorine containers, and this is something we definitely need to do. Motion was made by Mr. Robinett and seconded by Mr. Wells to authorize the Staff to advertise for these bids. Vote carried unanimously.

FINAL PLAT, CHIMNEY CORNERS.

Council considered the approval of a final plat of Chimney Corners. The City Manager stated the Council has had an opportunity to review the final plat and recommended to them that this not be accepted at this time until the twenty foot strip, which is not defined as to where it is finally to rest, as being in the Chimney Corners Subdivision or in another subdivision. Mr. Gary Purser, part owner of the property in Chimney Corners, asked the Mayor if he could speak before the Council about the twenty foot strip. Mr. Purser stated the twenty foot strip, as it turned out, has nothing to do with Chimney Corners. This was part of the land that was left out of El Dorado Hills. It would have never been caught if the engineers for El Dorado Hills had tied into the street to Chimney Corners as we thought they were doing. It's not going into Chimney Corners. It is going into the back of eleven (11) lots over in El Dorado Hills, and it is going into the 4.7 acres that we own of unplatted land on W. S. Young Drive. After considerable discussion, Mr. Purser assured the Council that he would replat the twenty foot strip into the back of the eleven (11) lots over in El Dorado Hills. Motion was then made by Mr. Goode and seconded by Mr. Robinett to approve the final plat of Chimney Corners. Vote carried unanimously.

STATEMENTS EXCEEDING \$1,000.00.

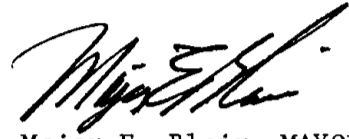
Council considered authorization to pay the following statements:

1. Ferro Corporation, \$6,737.00, street markers and epoxy cement to be paid from the 1975 General Obligation Bonds (Elm Road) and Community Development Grant (Downtown Overlay Project).
2. Bowles and Edens, \$1,638.81, various water and sewer fittings and parts to be used in various departments. (Budgeted)
3. Austin Paper Company, \$1,004.90, for office supplies and paper products to be placed in office supply inventory. (Budgeted)
4. B & G Auto Supply, \$1,940.57, vehicle supplies used in various departments. (Budgeted)
5. Diesel Power Supply Company, \$1,035.20, repair of Sanitation Unit #414. (Budgeted)
6. Killeen Chrysler-Plymouth, \$1,193.92, repair parts on vehicles located in Sanitation, Police, Fire and Shop Departments. (Budgeted)
7. Myrons Office World, \$3,339.29, office supplies and equipment. (Budgeted)

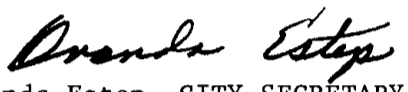
8. R & M Auto Supply, \$1,688.63, vehicle supplies used in various departments. (Budgeted)
9. Watson Distributing Company, \$1,339.33, for repair parts on Golf Course equipment. (Budgeted)
10. Windsor Industries, Inc., \$1,691.00, for capital equipment to be used at the Airport. (One Mr. Steam 37 CS and One 14" wide pile driver for use on airport floors) (Budgeted)
11. Wilkinson Welding, \$1,244.08, hot mix laid asphaltic concrete to be used in the Street Department. (Budgeted)

Motion was made by Mr. Goode and seconded by Mr. Gibson to pay the bills. Vote carried unanimously.

There being no further business, the meeting was adjourned.



Major E. Blair, MAYOR



Ovanda Estep, CITY SECRETARY

MINUTES
REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION
KILLEEN CITY HALL COUNCIL CHAMBERS
FEBRUARY 6, 1979
1:00 P.M.

PRESIDING: Harry Whisenhunt, Chairman

PRESENT: Commissioners: M. L. Crabb, Bobby Hoover, Art Nesbit, Greene Locke, Robert Ferrell, Clifford Gibbs

Also Present: Allen Taylor, Director of Planning and Community Development, Doug Henderson, City Planner, Mike Barnes, Director of Public Works, Joe Williamson, City Engineer, Jim Perry, City Attorney, Vince Ditta, Building Official, Linda Thornton, Secretary, Rhonda Cano, Assistant

ABSENT: Commissioners: Ronnie Goodnight, Thomas Barron

MINUTES

The Minutes of the Regular Meeting of January 16, 1979 were presented to the Commission for approval. A motion was made by Mr. Nesbit, seconded by Mr. Gibbs to approve the minutes as presented. The vote carried unanimously.

PUBLIC HEARING, REZONING REQUEST, GARY PURSER (CHIMNEY CORNERS)

A public hearing was held on a request by Gary Purser (Chimney Corners) for the rezoning of a 38.622 acre tract of land being out of and a part of the E. W. Lawer Survey, Abstract No. 517, Killeen, Bell County, Texas; from R-MH (Residential Mobile Home) to Community Unit Plan. Mr. Louis Kirchofer was present in support of the request. Mr. Taylor gave a brief summary explaining the Community Unit Plan for the Commissioners and audience. No opposition was heard from the audience. Seven (7) property owners were notified of the request. One was returned as moved, not forwardable. Mr. Henderson read the following findings of fact submitted from the Staff of the Department of Planning and Community Development:

1. The physical infrastructure will support the proposed use.
2. The intensity of the proposed use is less than what is allowable under the existed zoning. The proposed use, therefore, when viewed in terms of land use intensity could be classified as a down zoning.
3. Since the structures in the proposed Community Unit Plan will be of variable size and shape, the front and side yards will be variable also. The average of the front and side yards will be roughly the same as in typical single family subdivisions although in some cases the minimum set backs will be less than those required in other subdivisions.

4. This proposed Community Unit Plan will provide a substantial area for park and recreational use by the residents who live there. By virtue of a Home Owners Association, these residents will also be responsible for the maintenance of those areas.
5. Composition roofing would be used throughout this subdivision although the Fire Department Staff would require only non-combustible roofing on those structures which stand within fifteen (15) to twenty (20) feet of adjacent structures. In no case will the distance between any two (2) structures be less than fifteen (15) feet.

A motion was made by Mr. Nesbit, seconded by Mr. Hoover to recommend approval of the above request. The vote was five (5) in favor and one (1) abstention.

PRELIMINARY PLAT, CHIMNEY CORNERS

A Preliminary Plat of Chimney Corners was presented to the Commission for their approval by Mr. Henderson. A motion was made by Mr. Gibbs, seconded by Mr. Locke, to recommend approval of the Plat subject to the changes indicated by the Staff. The vote was five (5) in favor and one (1) abstention.

PRELIMINARY PLAT, HOODVIEW ADDITION

A Preliminary Plat of Hoodview Addition was presented to the Commission for their approval by Mr. Henderson. A motion was made by Mr. Ferrell, seconded by Mr. Gibbs, to recommend approval of the Plat subject to the changes indicated by the Staff. The vote was five (5) in favor and one (1) abstention.

SET DATES

A motion was made by Mr. Hoover, seconded by Mr. Crabb, to set the following requests at the next Regular Meeting of the Planning and Zoning Commission of February 20, 1979.

OTHER BUSINESS

The Planning Commission was tasked with electing a Commissioner to serve on the Board of Adjustments. Mr. Crabb nominated Mr. Gibbs, seconded by Mr. Nesbit. The vote carried unanimously. Mr. Taylor asked to set up a general discussion meeting for a Saturday in February or early in March. After general discussion, the date of February 17 was agreed upon. Mr. Taylor stated he would make the arrangements and send out a letter and agenda before the end of the week.

ADJOURNMENT

There being no further business, Mr. Whisenhunt adjourned the Regular Meeting of the Planning and Zoning Commission of February 6, 1979.



P.O. BOX 1329

400 N. 2nd STREET

City of Killeen
Killeen, Texas 76541
December 20, 1978

Reference: File Number 5,140

Dear Property Owner:

On January 16, 1978, at 1:00 P.M. in the City Hall Council Chambers at Killeen City Hall, the Planning and Zoning Commission of the City of Killeen has scheduled a public hearing on a request for the rezoning of a 38.622 acre tract of land being out of and a part of the E. W. Lawer Survey, Abstract No. 517, Killeen, Bell County, Texas; from R-MH (Residential Mobile Home) to Community Unit Plan.

As required under the provisions of State law, all property owners within two hundred feet (200') of this location must receive written notification of this request. You are invited to attend this hearing to present any facts which you feel the Planning and Zoning Commission should consider in evaluating this request. Following this public hearing, the Planning and Zoning Commission will forward a recommendation on this request to the City Council for final action.

If you should desire any additional information or assistance relative to this matter, please feel free to contact my office.

Sincerely,

Doug Henderson
City Planner

DH:lt

CITY HALL (817) 634-2191

• FIRE DEPT. (817) 634-0202

• POLICE DEPT. (817) 526-8311

DATE 12/13/78

FILE NUMBER 5,140

REQUESTOR CHIMBER CORPORS

NUMBER OF OWNERS IN 200' _____

PROPERTY OWNERS REQUIRING NOTIFICATION

PREPARED BY _____

SUBDIVISION	LOT	BLOCK	SURVEY NUMBER	TAX DEPARTMENT ACCOUNT NUMBER	NAME AND ADDRESS	CITY
			740-1-10	REQUESTOR	PURSER-BAY-ENTER-INC-ET-AL 907 ROOT ST.	K
			740-1-1		PURSER-BAY & ASSO. 907 ROOT	K
			740-1-2		JOE H. BUGGER 111 W. PEARL	K
			740-1-3		MRS ROLAND F. WAITS RT. 1	K
			740-1-4		MRS. W.G. EVERETT 1809 WILLOWBEND DR	K
			740-1-5		GERINE DUGGER RT. 1 BOX 250	K
			740-1-6		MRS. 2 CECIL W. FLOWERS RT. 1	QUINLAN, TX 75474
			740-1-7		MRS ILES H. TRIPTON Box 944	ANGLESIDE TX 78362
			707-13		DAVE MILKS fo ALPHE WOLFE RT 3 Box 219	K
			FT Hood		U.S. AIRMST F FOKLT, HOOD	FT HOOD
EL DOOBADS HILL	12-22	3			PURSER-BAY-ENTER-INC-ET-AL 907 ROOT ST.	K
	1-11	4				
	1,2,3	5				

DATE _____
 FILE NUMBER _____
 REQUESTOR _____
 NUMBER OF OWNERS IN 200' _____

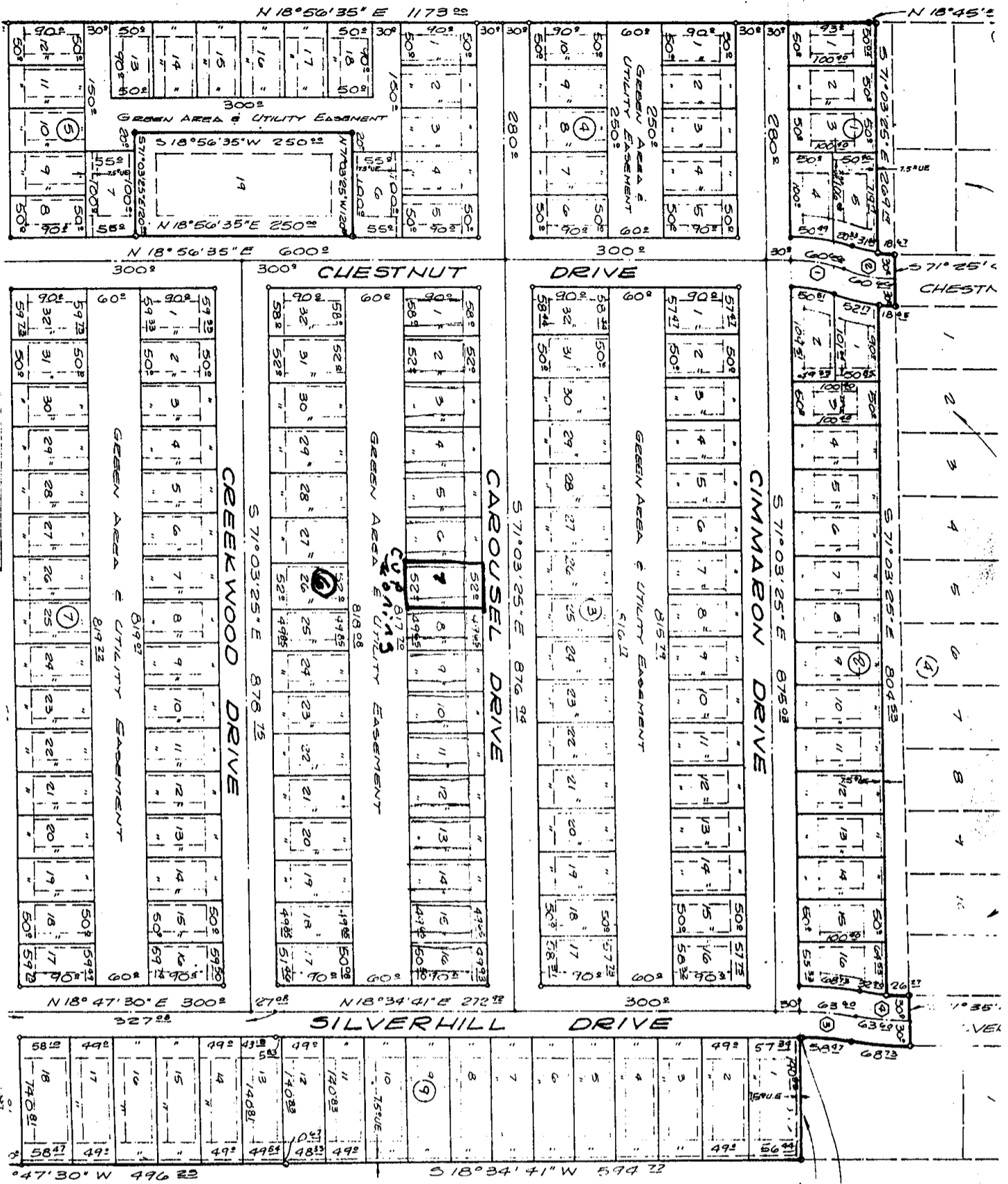
PROPERTY OWNERS REQUIRING NOTIFICATION

PREPARED BY _____

SUBDIVISION	LOT	BLOCK	SURVEY NUMBER	TAX DEPARTMENT ACCOUNT NUMBER	NAME AND ADDRESS	CITY
CHIMNEY HILL	1-15	1			"	
	1-6	2			"	
	1-9	6			"	
	1-45	7			DURSER BAY ASSO. 907 ROOST	
	1-45	8			"	
	1-6	9			"	
	1-5	10			"	

47A
OUTER

30TH STREET (702 E.O.W.)



CHIMNEY CORNERS
 Zoned CUP
 LOT 7 BIK 6

Filed for record 11:27 AM day of MAR 1979, in place of
 Book 1595, Page 153
 CAB A, SLIDE 4C
CUP zoning - Conditional Use Permit

HICKS

N 18° 57' 30" E 571.22

CHIMNEY CORNERS
 LOT 7 BIK 6
 KILLEEN TEXAS

CITY LIMIT

YOLING

2002	1	CUP	#5140	
2004	2	CUP	#5140	
2006	3	CUP	#5140	
2008	4	CUP	#5140	
2010	5	CUP	#5140	
CUP #5140				
2001	10	CUP	#5140	
2003	9	CUP	#5140	
2005	8	CUP	#5140	
2007	7	CUP	#5140	
2009	6	CUP	#5140	

2102	1	CUP	#5140	
2104	2	CUP	#5140	
2106	3	CUP	#5140	
2108	4	CUP	#5140	
2110	5	CUP	#5140	
2112	6	CUP	#5140	
2114	7	CUP	#5140	
2116	8	CUP	#5140	
2202	9	CUP	#5140	
2204	10	CUP	#5140	
2206	11	CUP	#5140	
CUP #5140				
2101	32	CUP	#5140	
2103	31	CUP	#5140	
2105	30	CUP	#5140	
2107	29	CUP	#5140	
2109	28	CUP	#5140	
2111	27	CUP	#5140	
2113	26	CUP	#5140	
2115	25	CUP	#5140	
2201	24	CUP	#5140	
2203	23	CUP	#5140	
2205	22	CUP	#5140	

CAROUSEL

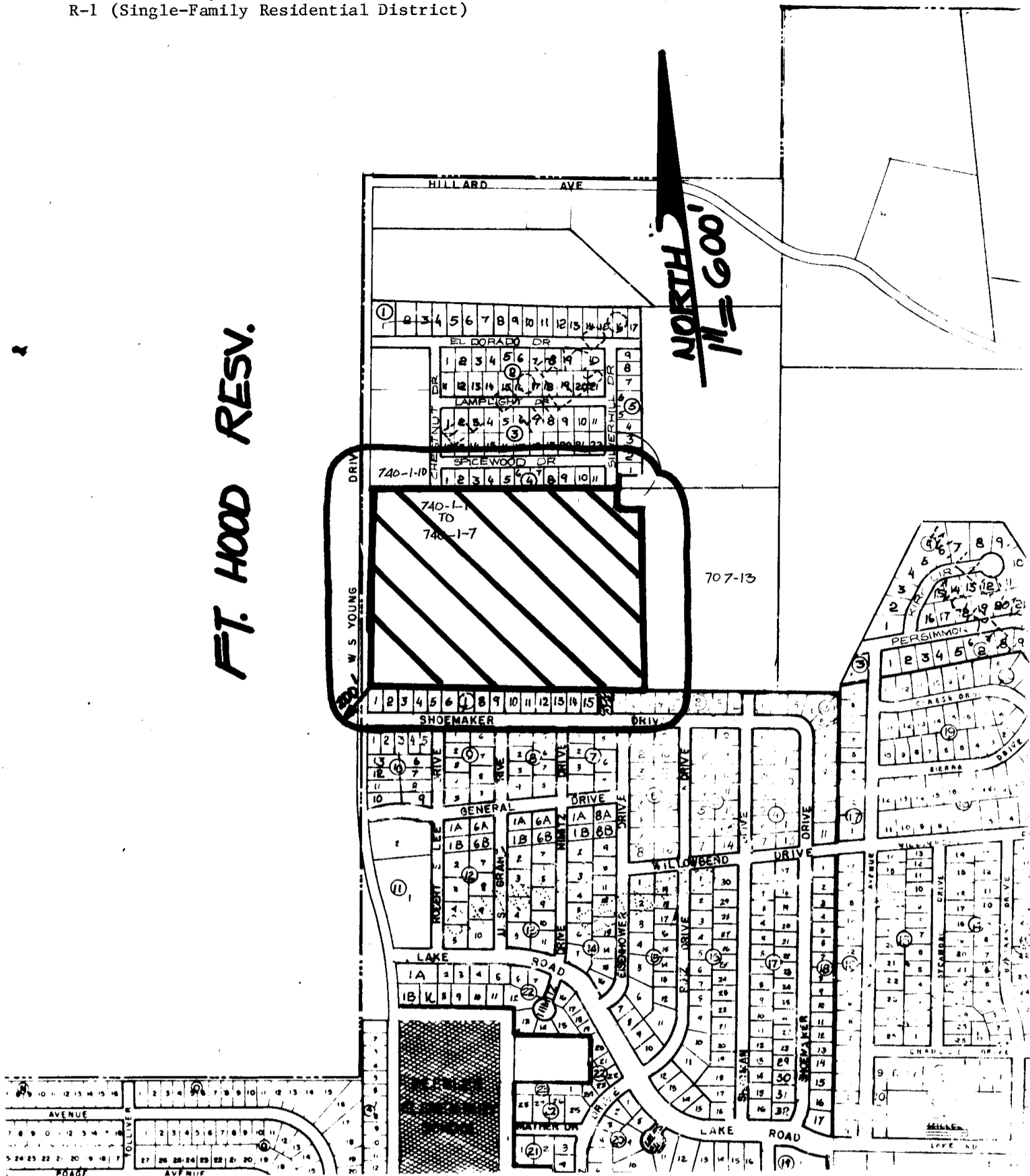
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2309	8	CUP	#5140
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2321	14	CUP	#5140
2323	15	CUP	#5140
2325	16	CUP	#5140
2327	17	CUP	#5140
2329	18	CUP	#5140
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2333	20	CUP	#5140
2335	21	CUP	#5140
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2353	30	CUP	#5140
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2357	32	CUP	#5140






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2106	3	CUP	#5140	
2108	4	CUP	#5140	
2110	5	CUP	#5140	
2112	6	CUP	#5140	
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2116	8	CUP	#5140	
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2204	10	CUP	#5140	
2206	11	CUP	#5140	
CUP #5140				
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2103	31	CUP	#5140	
2105	30	CUP	#5140	
2107	29	CUP	#5140	
2109	28	CUP	#5140	
2111	27	CUP	#5140	
2113	26	CUP	#5140	
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CREEKWOOD

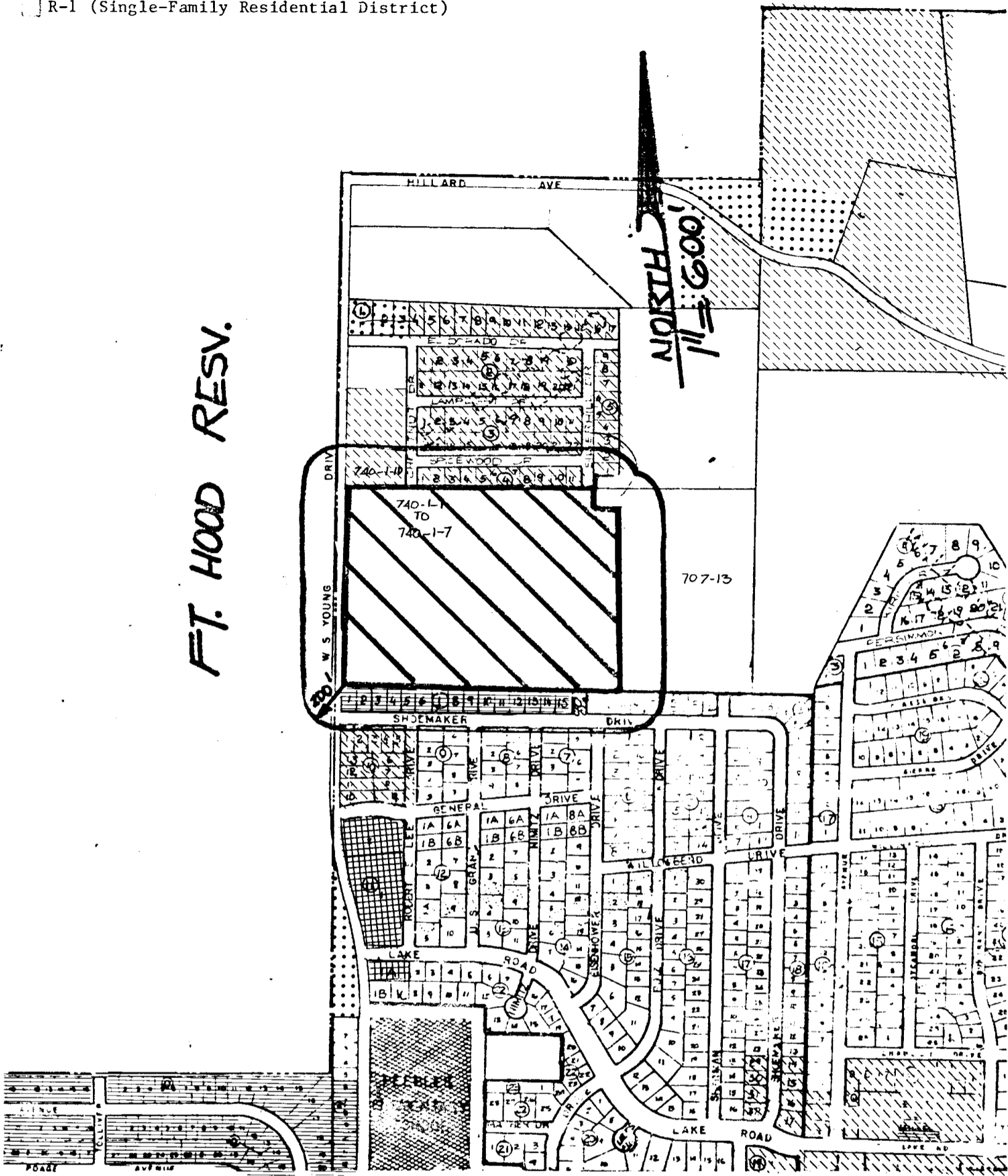
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2114	7	CUP	#5140	
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2202	9	CUP	#5140	
2204	10	CUP	#5140	
2206	11	CUP	#5140	
CUP #5140				
2101	32	CUP	#5140	
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2113	26	CUP	#5140	
2115	25	CUP	#5140	
2201	24	CUP	#5140	
2203	23	CUP	#5140	
2205	22	CUP	#5140	

- B-3 (Local Business District)
- B-5 (Business District)
- R-3 (Multi-Family Residential District)
- R-2 (Two-Family Residential District)
- R-1 (Single-Family Residential District)



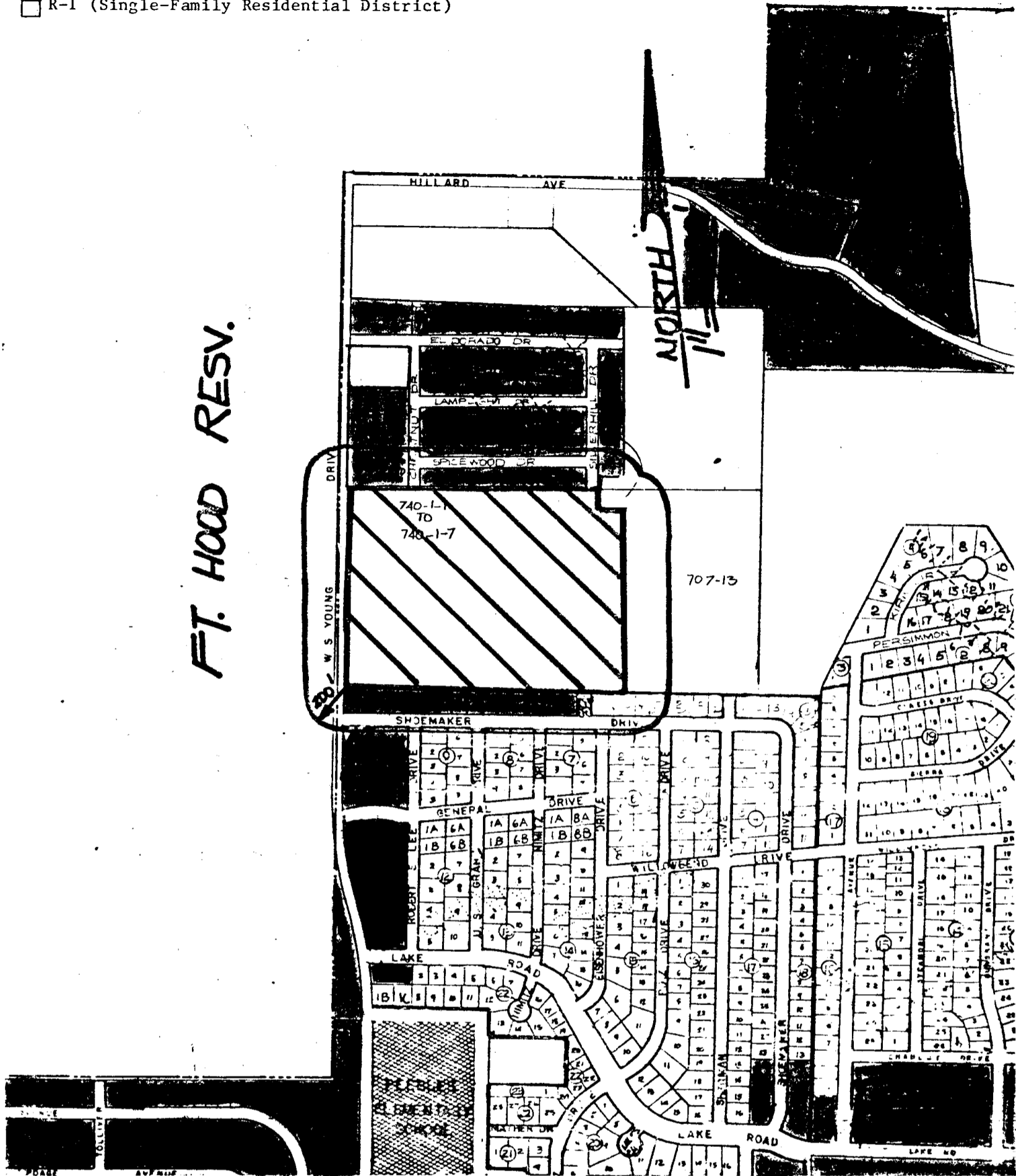
-  B-3 (Local Business District)
-  B-5 (Business District)
-  R-3 (Multi-Family Residential District)
-  R-2 (Two-Family Residential District)
-  R-1 (Single-Family Residential District)

FT. HOOD RESV.



- B-3 (Local Business District)
- B-5 (Business District)
- R-3 (Multi-Family Residential District)
- R-2 (Two-Family Residential District)
- R-1 (Single-Family Residential District)

FT. HOOD RESV.



On March 13, 1978, the City Council of the City of Tillamook, Oregon, considered the following rezoning request:

Case Number: 5,140

Requestor: Gary Purser (Chimney Corners)

Zoning Change Approved: R-M1 to Community Use (C-1)

Property Description: 38.627 acre tract of land being part of the E. W. Lower Survey, Abstract Number 517, Tillamook, Oregon County, Oregon

Please consider this as authorization to update the Official Zoning Map of the City of Tillamook, Oregon.

Allen Taylor
Allen Taylor, Director
Planning and Community Development



THE CITY OF KILLEEN
P.O. BOX 1329, KILLEEN, TEXAS 76540

M E M O R A N D U M

TO: Dion O. Miller, Assistant City Manager for Development
VIA: Michael E Booth, Director of Engineering and Planning
FROM: Karen K. Feshari, City Planner
DATE: November 20, 1987
SUBJECT: CITY COUNCIL WORKSHOP AGENDA

Request Chimney Corners Community Unit Plan be placed on the City Council Workshop agenda on December 1, 1987. Attached is their request.

Karen K. Feshari

Karen K. Feshari
City Planner

KKF:dah

Attachment

December 20, 1978

Mr. Gary W. Purser
907 Root Street
Killeen, Texas 76541

Reference: File Number 5,140

Dear Mr. Purser:

On January 16, 1978, at 1:00 P.M. in the City Hall Council Chambers at Killeen City Hall, the Planning and Zoning Commission of the City of Killeen has scheduled a public hearing on your request for the rezoning of a 38.622 acre tract of land being out of and a part of the E. W. Lawer Survey, Abstract No. 517, Killeen, Bell County, Texas; from R-MH (Residential Mobile Home) to Community Unit Plan.

As required under the provisions of State law, all property owners within two hundred feet (200') of this location have received written notification of this request. You are invited to attend this hearing to present any facts which you feel the Planning and Zoning Commission should consider in evaluating your request. Following this public hearing, the Planning and Zoning Commission will forward a recommendation on your request to the City Council for final action.

If you should desire any additional information or assistance relative to this matter, please feel free to contact my office.

Sincerely,

Doug Henderson
City Planner

DH:lt

INTER-OFFICE MEMORANDUM

DATE February 6, 1979

TO: Members of the Planning and Zoning Commission
FROM: Doug Henderson, City Planner
SUBJECT: Rezoning Request Submitted by Gary Purser (Chimney Corners)

PLEASE HANDLE	
PLEASE APPROVE	
PLEASE NOTE and RETURN	
FOR YOUR INFORMATION	
PLEASE SEE ME	
PLEASE ADVISE	
YOUR FILE	

COMMENT:

Mr. Gary Purser has requested the rezoning of a 38.622 acre tract of land being out of and a part of the E. W. Lawer Survey, Abstract No. 517, Killeen, Bell County, Texas; from R-MH (Residential Mobile Home) to Community Unit Plan. Following a technical review of this request, the Staff of the Department of Planning and Community Development has made the following findings of fact which it submits for your consideration:

1. The physical infrastructure will support the proposed use.
2. The intensity of the proposed use is less than what is allowable under the existed zoning. The proposed use, therefore, when viewed in terms of land use intensity could be classified as a down zoning.
3. Since the structures in the proposed Community Unit Plan will be of variable size and shape, the front and side yards will be variable also. The average of the front and side yards will be roughly the same as in typical single family subdivisions although in some cases the minimum set backs will be less than those required in other subdivisions.
4. This proposed Community Unit Plan will provide a substantial area for park and recreational use by the residents who live there. By virtue of a Home Owners Association, these residents will also be responsible for the maintenance of those areas.
5. Composition roofing would be used throughout this subdivision although the Fire Department Staff would require only non-combustible roofing on those structures which stand within fifteen (15) to twenty (20) feet of adjacent structures. In no case will the distance between any two (2) structures be less than fifteen (15) feet.


Doug Henderson, City Planner

DH:lt

March 6, 1979

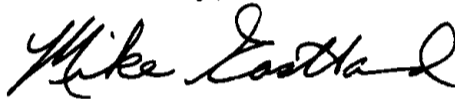
Mr. Gary W. Purser
907 Root Street
Killeen, Texas 76541

Dear Mr. Purser:

Your application for rezoning was brought before the City Council at its regular meeting on February 13, 1979, and a public hearing was set for March 13, 1979.

In order for this rezoning application to be finally considered by the council, it is necessary for you or your representative to appear before the council at this date of public hearing. The council meeting begins at 1:00 P. M.

Sincerely,



Mike Eastland
City Manager

ME:d1

INTER-OFFICE MEMORANDUM

DATE March 14, 1979

TO: Drafting Department

FROM: Allen Taylor, Director of Planning and Community Development

SUBJECT: Authorization to Update the Official City Zoning Map

PLEASE HANDLE	
PLEASE APPROVE	
PLEASE NOTE and RETURN	
FOR YOUR INFORMATION	
PLEASE SEE ME	
PLEASE ADVISE	
YOUR FILE	

COMMENT:

On March 13, 1979, the City Council of the City of Killeen approved the following rezoning request:

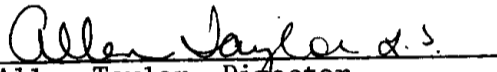
Case Number: 5,140

Requestor: Gary Purser (Chimney Corners)

Zoning Change Approved: R-MH to Community Unit Plan

Property Description: 38.622 acre tract of land being out of and a part of the E. W. Lawer Survey, Abstract Number 517, Killeen, Bell County, Texas

Please consider this as authorization to update the Official Zoning Map of the City of Killeen.


Allen Taylor, Director
Planning and Community Development

AT:lt



THE CITY OF KILLEEN

P.O. BOX 1329, KILLEEN, TEXAS 76540

M E M O R A N D U M

TO: Dion O. Miller, Assistant City Manager for Development
VIA: Michael E Booth, Director of Engineering and Planning
FROM: Karen K. Feshari, City Planner
DATE: November 20, 1987
SUBJECT: CHIMNEY CORNERS COMMUNITY UNIT PLAN

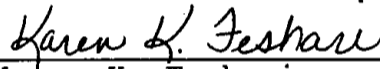
On or about November 11, 1987 we were contacted by Sergeant Steve Hoskins and members of the Chimney Corners Homeowners Association requesting a building permit to fence in their greenbelt.

Upon investigation of the minutes that were accepted by the City Council on March 13, 1979 concerning Chimney Corners Community Unit Plan, Nash Phillips-Copus, who represented this Community Unit Plan to the City Council, stated that "It is a single family detached housing but it provides for greenbelts and common amenity". (See attached) It is our opinion that the Community Unit Plan was accepted on condition that the green area exist.

This office has no desire to interfere with the relationship with the homeowners and existing Homeowners Association in the Chimney Corners Community Unit Plan, but we are interested in maintaining the Community Unit Plan as accepted by the City Council.

We feel that the City Council should be advised of this situation and solicit their recommendation on whether the green areas should be fenced or not.

Please reply with your intentions.



Karen K. Feshari
City Planner

KKF:dah

Attachment

November 20, 1987

Secretary City of Killeen

We the Board of Directors of the Chimney Corners Homeowners Ass. are requesting to be included in your next workshop so that we may discuss our fencing problems.

Thank You,
Chimney Corners Homeowners Ass.

TRAVEL SLIP .
REQUEST FOR ZONING CHANGE

Application:

Applicant's Name Chimney Corners
Applicant's Number 5,140
Date Submitted December 5, 1978
Present Zoning R-MH (Mobile Home District)
Proposed Zoning Community Unit Plan

Planning and Zoning Commission:

Date on Agenda to be Set December 19, 1978
Date of Public Hearing February 6, 1978
Approved or Disapproved Approved
Comments: _____

Signature Allen Taylor

City Council:

Date on Agenda to be Set February 13, 1979
Date of Public Hearing March 13, 1979
Approved or Disapproved Approved
Comments: Motion by Mr. Cloud, second by Mr. Gibson
for approval of the request. All voted in favor
with Mr. Droke abstaining.

Signature Mike Eastland, City Manager