

## **BELLA PROSPER DEVELOPMENT AGREEMENT**

**THIS BELLA PROSPER DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC (“Developer”), individually, a “Party” and collectively, the “Parties,” to be effective (the “Effective Date”) on the latest date executed by a Party.

**WHEREAS**, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Developer is developing a project in the Town known as Bella Prosper (“Property”), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the Property was rezoned by the Town Council on or about \_\_\_\_\_, 2026, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer’s reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Building Materials,” attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

**2. Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

**3. Maintenance of Landscape Areas.**

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

**4. Periodic Review of the Property's Zoning by the Town Council.** The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

**5. Certain Business Establishments Prohibited.** Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, “cash for title” lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

**6. Applicability of Town Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

**7. Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

**8. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

**9. Notice.** Any notices required or permitted to be given hereunder (each, a “Notice”) shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:           The Town of Prosper  
                                  250 W. First Street  
                                  Prosper, Texas 75078  
                                  Attention: Town Manager

If to Developer:         Prosper Tollway Palazzos LLC & PTP Retail Holdings LLC  
                                  Naseem Shaik  
                                  1043 Elk Mound Drive  
                                  Frisco, TX 75033

**10. Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

**11. Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

**12. Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

**13. Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

**14. Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

**15. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

**16. Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

**17. Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**18. Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**19. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**20. Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

**21. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

**22. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**23. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

**24. Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

**25. Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

**26. Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

**27. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the

exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Name: Mario Canizares  
Title: Town Manager, Town of Prosper

**STATE OF TEXAS            )**  
  )  
**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:  
  
\_\_\_\_\_

**DEVELOPER:**

**PROSPER TOLLWAY PALAZZOS, LLC  
PTP RETAIL HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Naseem Shaik

Title: \_\_\_\_\_

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2026, by Naseem Shaik on behalf of Prosper Tollway Palazzos, LLC and PTP Retail Holdings, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**  
**(Property Description & Depiction)**

**ZONE 24-0025**

**EXHIBIT A-1: WRITTEN METES AND BOUNDS**

**BEING** a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being all of a called 48.090 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Prairie LLC, as recorded in Instrument No. 2023000090239 of the Official Public Records of Collin County, Texas, being all of a called 6.217 acre tract of land described as Tract 1 and all of a called 5.875 acre tract of land described as Tract 2 in a Special Warranty Deed with Vendor's Lien to PTP Retail Holdings LLC, as recorded in Instrument No. 2023000113173 of the Official Public Records of Collin County, Texas, and being a portion of a called 1.686-acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, recorded in Instrument No. 20220209000224300, said Official Public Records, same being a portion of First Street (Country Road No. 3), a variable width right of way, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found for the southwest corner of said 48.090 acre tract, common to the northwest corner of a called 11.859 acre tract of land as described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas, same being on the easterly line of a called 78.483 acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Legacy and First LP, as recorded in Instrument No. 20200618000919920 of the Official Public Records of Collin County, Texas;

**THENCE** North 00°05'43" East, along the westerly line of said 50.02 acre tract and the easterly line of said 78.483 acre tract, passing at a distance of 1331.33 feet the southwest corner of said 1.686 acre tract on the southerly right of way line of said First Street, and continuing along the same course, along the westerly line of said 1.686 acre tract and crossing said First Street, for a total distance of 1378.32 feet to a point for corner in the centerline of said First Street, and at the beginning of a non-tangent curve to the right with a radius of 1,190.00 feet, a central angle of 15°11'21", and a chord bearing and distance of North 81°17'10" East, 314.55 feet, from which, a 1/2 iron rod with busted plastic cap found for the northwest corner of said 1.686 acre tract bears North 00°05'43" East, 44.60 feet;

**THENCE** in an easterly direction departing the westerly line of 1.686 acre tract, along the centerline of said First Street and crossing said 1.686 acre tract, with said non-tangent curve to the right, an arc distance of 315.47 feet to a point for corner on the northerly line of said 1.686 acre tract and the southerly line of a called 1.325 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596420 of the Official Public Records of Collin County, Texas;

**THENCE** North 89°26'15" East, along the northerly line of said 1.686 acre tract and the southerly line of said 1.325 acre tract, and continuing along the centerline of said First Street, a distance of 1210.98 feet to 1/2 inch iron rod found for the northeast corner of said 1.686 acre tract, common to the southeast corner of said 1.325 acre tract, the southwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211228002596590 of the Official Public Records of Collin County,

Texas, and the northwest corner of a called 1.377 acre tract of land described in a Right of Way Deed to Town of Prosper, Texas, as recorded in Instrument No. 20211015002111910 of the Official Public Records of Collin County, Texas;

**THENCE** South 00°00'23" East, departing the centerline of said First Street, along the easterly line of said 1.686 acre tract, the easterly line of said 48.090 acre tract, the easterly line of said Tract 2, the westerly line of said 1.377 acre tract and the westerly line of a called 188.635 acre tract of land described in a Trustee's Deed and Bill of Sale to M.A.H.G. Partnership, as recorded in Instrument No. 20100601000545080 of the Official Public Records of Collin County, Texas, a distance of 1943.66 feet to the southeast corner of said Tract 2, from which, a 1/2 inch iron rod with plastic cap stamped "RPLS 6677" found for witness bears South 77°06' East, a distance of 0.24 feet;

**THENCE** South 89°22'36" West, departing the westerly line of said 188.635 acre tract and along the southerly line of said Tract 2, a distance of 19.32 feet to a point at the beginning of a tangent curve to the right with a radius of 505.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 48.87 feet;

**THENCE** in a westerly direction continuing along the southerly line of said Tract 2, with said tangent curve to the right, an arc distance of 48.89 feet to a point for corner;

**THENCE** North 85°04'37" West, continuing along the southerly line of said Tract 2 and along the southerly line of said Tract 1, a distance of 484.73 feet to a point at the beginning of a tangent curve to the left with a radius of 595.00 feet, a central angle of 05°32'47", and a chord bearing and distance of North 87°51'01" West, 57.58 feet;

**THENCE** in a westerly direction continuing along the southerly line of said Tract 1, with said tangent curve to the left, an arc distance of 57.60 feet to a point for corner;

**THENCE** South 89°22'36" West, continuing along the southerly line of said Tract 1, a distance of 130.29 feet to a point for corner;

**THENCE** North 86°48'19" West, continuing along the southerly line of said Tract 1, a distance of 150.32 feet to a point for corner;

**THENCE** South 89°22'35" West, continuing along the southerly line of said Tract 1, a distance of 222.35 feet to a point for the southwest corner of said Tract 1, being on the easterly line of a called 11.859 acre tract of land described in a deed to Mahard Resorts LLC, as recorded in Instrument No. 2023000090178 of the Official Public Records of Collin County, Texas;

**THENCE** North 03°10'52" East, along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, a distance of 287.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 580.00 feet, a central angle of 17°41'25", and a chord bearing and distance of North 12°54'09" East, 178.37 feet;

**THENCE** in a northerly direction continuing along the westerly line of said Tract 1 and the easterly line of said 11.859 acre tract, with said non-tangent curve to the right, an arc distance



**EXHIBIT B**  
**(Building Design and Materials)**

Building Design Standards.

- i. The Building Design Standards and Guidelines for the Bella Prosper District shall establish a coherent urban character and encourage enduring and attractive development, ensuring the preservation, sustainability, and visual quality of this unique environment. Buildings shall be located and designed so that they provide visual interest and create enjoyable, human-scale spaces. The key design principles are:
  1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.
  2. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm.
  3. Building facades should include appropriate architectural details and ornamentation to create variety and interest.
  4. Open space(s) should be incorporated to provide usable public areas integral to the urban environment.
  
- ii. Office Design Standards.
  1. The ground floor condition for office shall have a minimum of 12 feet ceiling and 14-foot floor to floor.
  2. Decorative or enhanced concrete tilt wall shall be a permitted material for up to twenty five percent (25%) of any façade; however, it shall not be permitted on primary façades facing hotel frontage, open space, park space, or streets.
  3. Buildings shall incorporate architectural detailing, façade articulation, and material changes (masonry).
  
- iii. Design of Parking Structures.
  1. Above-grade parking structure facades along all rights-of-way shall be designed with both vertical (façade rhythm of 20 feet to 30 feet) and horizontal (aligning with horizontal elements along the block) articulation.
  2. Where above-grade structured parking is located at the perimeter of a building with frontage along any right-of-way, openings in their facades shall not exceed 55% of the façade area. The portion of the parking garage that is visible from the street shall have an architecturally

finished façade compatible with the surrounding buildings. Screening may be achieved through the use of louvered, solid or opaque vertical screening elements. Permitted materials shall be metal, glass, pre-cast concrete, masonry or concrete block.

3. When parking structures are located at corners, corner architectural elements shall be incorporated such as corner entrance, signage, glazing and vertical elements that accentuate the parking structure's vertical circulation.
4. Entries and exits to and from parking structures shall be clearly marked for both vehicles and pedestrians by materials, lighting, signage, etc., to ensure pedestrian safety on sidewalks.
5. Parking structure ramps shall not be directly fronting any right-of-way.
6. Parking Structure Height: No parking structure shall be taller than the primary building it serves.

#### iv. Roof Form.

1. Buildings shall have simple, flat fronts with minimal articulations with flat or low-pitched roofs (2.5:12 or lower) with parapets. Corner hip roof elements and gable accents at the parapet may be permitted. Projecting mansard roofs shall not be permitted.

#### v. Façade Composition.

1. Storefronts on facades that span multiple tenants shall use architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.
2. Building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole. Entrances to upper-level uses may be defined and integrated into the design of the overall building facade.
3. Buildings shall generally maintain the alignment of horizontal elements along the block.
4. Corner emphasizing architectural features, pedimented parapets, cornices, awnings, blade signs, arcades, colonnades and balconies may be used along commercial storefronts to add pedestrian interest.
5. Buildings which are located on axis with a terminating street or at the intersection of streets shall be considered as feature buildings. Such buildings shall be designed with features which take advantage of that location, such as an accentuated entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

vi. Windows and Doors.

1. Windows and doors on right-of-way fronting facades (except alleys) shall be designed to be proportional and appropriate to the architectural style of the building. First floor windows shall NOT be opaque, tinted or mirrored glass.
2. All ground floor front facades of buildings along rights-of-way or open space shall have transparent storefront windows covering no less than 30% of the façade area.
3. Upper floors along rights-of-way shall feature at least 20% transparent windows in each façade. Single tenant retail that are greater than 20,000 sf shall have no less than 20% along their primary front facade.
4. Windows and doors may require fire ratings depending upon separation per IBC/IFC.

vii. Building Entries.

1. Main building entries shall be highlighted using such techniques as building articulation and/or entry canopies so they are obvious to pedestrians and motorists.
2. Each building and separate lease space at-grade along the street edge shall have a functioning primary entry from the sidewalk. Corner entries may count as a primary entry for both intersecting street fronts.

viii. Awnings, Canopies, Arcades & Overhangs.

1. Structural awnings are encouraged at the ground level to enhance articulation of the building volumes.
2. The material of awnings and canopies shall be architectural materials that complement the building.
3. Awnings shall not be internally illuminated.
4. Canopies should not exceed one hundred (100) linear feet without a break of at least five (5) feet.
5. Canopies and awnings shall respect the placement of street trees and lighting.

ix. Building Articulation.

1. That portion of the building where retail or service uses take place on the first floor shall be accentuated by including awnings or canopies, different building materials, or architectural building features.
2. Building facades fronting both streets and driveways should have massing changes and architectural articulation to provide visual interest and texture and reduce large areas of undifferentiated building facades.

Design articulation should employ changes in volume and plane. Architectural elements and moldings that break up the mass of the building are encouraged.

x. Building Materials.

1. Brick, natural and manufactured stone, and curtain wall and window wall glazing shall be considered primary materials. Primary materials shall comprise at least 80% of each elevation, excluding doors and windows. Non-primary, or secondary materials, may include cementitious panel system, resin-impregnated wood panel system, clapboard siding and metal panel systems.
2. Only primary building materials are allowed on the first floor, except for metal panel systems. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at a minimum 90% shall be constructed of masonry cladding.
3. All buildings shall be architecturally finished on all sides with articulation, detailing and features.
4. Roofing materials visible from any street shall be copper, factory finished standing seam metal, slate, synthetic slate, or similar materials.

xi. Projections into Setbacks and/or Rights-of-Way.

1. The following projections shall be permitted into a Fire, Access, Utility, and Drainage Easement as allowed below, provided that:
  - i No projection shall be permitted into a building setback.
  - ii Such projections do not extend over public rights-of-way.
  - iii The property owner has assumed liability related to such projections.
  - iv The property owner shall maintain such projection in a safe and non-injurious manner.
  - v No projections allowed over franchise utility corridors unless the projection is thirteen and one half (13.5) feet above finished grade.
  - vi No projections allowed over public utility where located within a fire lane or public utility easement.
2. Ordinary building projections, including, but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twenty-four (24) inches beyond a building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.
3. Business signs and roof eaves may project up to ten (10) feet beyond the building face or architectural projection into the setback, but not the Fire, Access, Utility, and Drainage Easement.

4. Architectural projections, including balconies, bays, towers, and oriels; show windows (1<sup>st</sup> floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to ten (10) feet beyond the building face into the setback, but not the Fire, Access, Utility, and Drainage Easement.
5. Canopies and/or awnings may project from the building face over the entire setback. Additionally, they may be extended into the Fire, Access, Utility, and Drainage Easement to be within eight (8) inches of the back of curb if used to provide a covered walkway to a building entrance and as long as any canopy/awning support is no closer than twenty-four (24) inches from the back of curb and does not extend over any fire lane or public utility easement.











