

THE GATES OF PROSPER – SUBDISTRICTS 2 AND 3
DEVELOPMENT AGREEMENT

THIS GATES OF PROSPER - SUBDISTRICTS 2 AND 3 DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily 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 the Gates of Prosper – Subdistricts 2 and 3 (“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 August 26, 2025, 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. Police Storefront. Developer shall consider providing a reasonable storefront area within the Gates of Prosper development that shall be allocated for Prosper Police Department use only.

3. Maintenance of Landscape Areas. 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.

4. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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: 289 (Preston) & 380 L.P., 183 Land Corporation,
GOP #3 LLC, and GOP Multifamily LLC
1 Cowboys Way
Frisco, TX 75063
Attention: Tom Walker, Assistant Treasurer

11. 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).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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 _____, 2025, 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:

**289 (PRESTON) & 380 L.P.,
183 LAND CORPORATION, GOP #3 LLC,
AND GOP MULTIFAMILY LLC**

By: _____

Name: Tom Walker

Title: _____

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Tom Walker on behalf of 289 (Preston) & 380 L.P., 183 Land Corporation, GOP #3, LLC, and GOP Multifamily, 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)

Being Subdistricts 2 and 3 out of
LEGAL DESCRIPTION (Subdistricts 1, 2, 3 & 4)
621.07 ACRES

BEING of a tract of land out of the ED BRADLEY SURVEY, Abstract No. 86, the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147, the B. RENISON SURVEY, Abstract No. 755 and the JOHN YARNELL SURVEY, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, being all of the 16.496 acre Tract Five, all of the 125.92 acre Tract Six, being all of the 123.85 acre Tract Seven, all of the 10.068 acre Tract Eight, all of the 27.672 acre Tract Nine, all of the 99.96 acre Tract Ten recorded in Collin County Clerk's File No. 97-0005168 of the Land Records of Collin County, Texas and being part of the 157.13 acre tract of land described in deed to Blue Star Allen Land, L.P., recorded in Volume 6074, Page 2102 of the Deed Records of Collin County, Texas, Being all of the 0.38 acre tract of land described in deed to Blue Star Land, Ltd. Recorded in Document No. 20100809000819450 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point for the intersection of the centerline of U.S. Highway 380 (variable width ROW)
and the centerline of the Burlington Northern Railroad (100' ROW at this point);

THENCE with said centerline of the Burlington Northern Railroad, North 11°23'13" East, a distance of 2716.96 feet to a point for corner;

THENCE leaving the centerline of the Burlington Northern Railroad, the following courses and distances

two wit:

South 89°15'40" West, a distance of 123.47 feet to a point for corner;

North 00°57'41" West, a distance of 2704.85 feet to a point in the centerline of First Street;

THENCE with the centerline of First Street, the following courses and distances to wit:

North 89°37'06" East, a distance of 509.94 feet to a point for corner;

South 86°07'09" East, a distance of 202.29 feet to a point for corner;

North 89°38'54" East, a distance of 454.43 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:

South 00°45'07" West, a distance of 313.06 feet to a point for corner;

North 89°29'33" East, a distance of 481.12 feet to a point for corner;

North 00°21'57" West, a distance of 311.69 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°38'54" East, a distance of 377.25 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 00°06'52" East, a distance of 314.43 feet to a point for corner;
North 89°49'10" East, a distance of 189.92 feet to a point for corner;
North 00°09'58" West, a distance of 104.29 feet to a point for corner;
North 89°41'07" East, a distance of 455.63 feet to a point for corner in the centerline of Coleman Street;

THENCE with the centerline of said Coleman Street, South 00°05'32" East, a distance of 177.82 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
South 89°56'58" East, a distance of 257.38 feet to a point for corner;
North 02°09'39" East, a distance of 71.99 feet to a point for corner;
North 89°18'22" East, a distance of 555.18 feet to a point for corner;
South 00°58'50" East, a distance of 673.52 feet to a point for corner;
South 76°42'56" East, a distance of 185.47 feet to a point for corner;
South 76°51'24" East, a distance of 321.53 feet to a point for corner;
South 89°06'24" East, a distance of 1107.37 feet to a point for corner in the centerline of Craig Road;

THENCE with the centerline of said Craig Road, North 00°04'32" East, a distance of 842.40 feet to a point for corner;

THENCE leaving said centerline, the following courses and distances to wit:
North 89°30'30" East, a distance of 205.11 feet to a point for corner;
North 00°05'59" West, a distance of 299.98 feet to a point for corner in the centerline of said First Street;

THENCE with the centerline of First Street, North 89°31'34" East, a distance of 1084.95 feet to a point for corner;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:

South 01°02'13" East, a distance of 1546.12 feet to a point for corner;
South 89°20'50" West, a distance of 899.18 feet to a point for corner;
South 32°50'09" West, a distance of 339.04 feet to a point for corner;
North 54°21'33" West, a distance of 401.98 feet to a point for corner in the east right-of-way line of Preston Road (State Highway 289 – variable width ROW);
THENCE with said east right-of-way line, South 33°37'47" West, a distance of 423.21 feet to a point for corner;

THENCE leaving said east right-of-way line, the following courses and distances to wit:
South 54°19'15" East, a distance of 408.23 feet to a point for corner;
South 00°03'08" East, a distance of 3183.53 feet to a point for corner in the centerline of said U.S. Highway 380;

THENCE with said centerline, the following courses and distances to wit:
South 89°12'47" West, a distance of 2794.95 feet to a point for corner;
South 89°46'43" West. a distance of 2671.91 feet to the POINT OF BEGINNING and
containing 621.07 acres of land.

EXHIBIT A
LEGAL DESCRIPTION

TRINITY leaving the centerline of the Burlington Northern Railroad, the following courses and distances two wt:

CONCORD with the numbering of the Great, the following courses and distances in sub-

North 66°30'54" East, a distance of 484.43 feet to a point for corner;

North 68°29'33" East, a distance of 451.12 feet to a point for corner;
thence North 33°00' East, a distance of 511.40 feet to a point for corner;
thence South 68°29'33" West, a distance of 451.12 feet to a point for corner;

THINKING WITH THE SCIENTISTS OF FINE CLOTH, NORTH BR-3036- CASE, A CLOTHES OF 277-223 NEED TO A POINT FOR COMFORT.

North 00°00'00" East, a distance of 164.30 feet to a point for corner;
North 89°43'10" East, a distance of 164.30 feet to a point for corner;
North 00°00'00" West, a distance of 164.30 feet to a point for corner;

THENCE with the centerline of said Coleman Street, South 00°05'32" East, a distance of 177.62 feet to a point for corner;

North 02°09'30" East, a distance of 71.50 feet to a point for corner;
North 89°11'07" East, a distance of 888.10 feet to a point for corner;
North 89°11'07" East, a distance of 888.10 feet to a point for corner;

South 70°15'24" East, a distance of 321.853 feet to a point for corner; South 80°09'04" East, a distance of 1109.99 feet to a second corner; then North 80°09'04" East, a distance of 1109.99 feet to a third corner; then North 70°15'24" East, a distance of 321.853 feet to a point for corner.

transmission, which are consistent with other findings. Finally, we note that in the future, we need to be aware of the possibility of a potential confounding effect of the duration of the study on the results.

North of Cedar Street, a distance of 200 to 300 feet to a point for corner in the centerline of said First Street;

THENCE leaving the centerline of said First Street, the following courses and distances to wit:

North 54° 12' 22" west, a distance of 401 m to a post for corner in the east right-of-way line of Preston Road; variable width ROW);

Trinidad's morning and night city-way line, the following courses and distances to wit: South 54° 19' 0" East, a distance of 408.23 feet to a point for corner;

Flights with east cardinal, the following courses and distances to wit:
South 69° 12' 47" West, a distance of 2764.95 feet to a point for corner;

This document was prepared under 22 TAC §003.21, does not reflect the results of an on the ground survey, and is not to be used in concert or establish information in real property except those rights and interests implied or established by the creation of the survey.

EXHIBIT "A"

CASES OF PROSOPIC

BEING 621.07 ACRES OUT OF THE

B. RENISON SURVEY, ABSTRACT NO. 755

TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Kimley-Horn

1 Cowboy Way
McJannet, Texas 75069
Phone: 714/760-0101
FIRM # 1019500
Tel. No. (409) 201-2523

[illegible]

Page 13 of 21

EXHIBIT B
(Building Materials)

Subdistrict 2 – Lifestyle Center

Building Materials

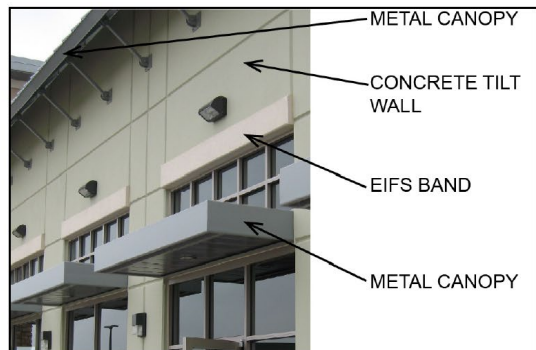
All multifamily structures shall contain enhanced exterior masonry requirements.

Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential and Multifamily building types shall comply with the following standards:

1. All building façades shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only).

Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tilt wall shall be limited to 50% on the front façade and 75% on the side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.





2. The front and side facades of all multifamily buildings shall be finished with a minimum twenty (20) percent natural or manufactured stone or integral color split-faced block.
3. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone.
4. A minimum of twenty (20) percent of the rear façade of any building along U.S. Highway 380 shall be natural or manufactured stone. All other rear facades facing a public right-of-way shall be a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.
5. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.



b. Townhome building types shall comply with the following standards.

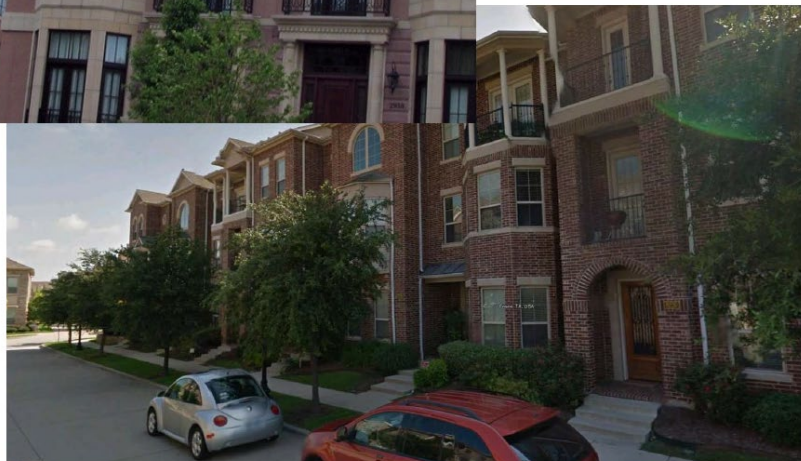
1. The exterior facades shall be constructed at 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor or above), and cementitious fiber board (not to exceed 50% of 2nd

story, in a different vertical plane and above of any façade area). Windows, doors and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Townhomes shall be a minimum of two stories.

3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, and material selections depicted therein.



c. Multi-family buildings shall comply with the following:

1. The development shall contain enhanced exterior masonry requirements for all multi-family structures.

Conceptual Photos – The following photographs shall be generally representative of the architectural style, and material selections depicted therein.



Window Areas

Shall not exceed 80% of any façade area for buildings located in Subdistrict 2. Windows shall have a maximum exterior visible reflectivity of 10%.

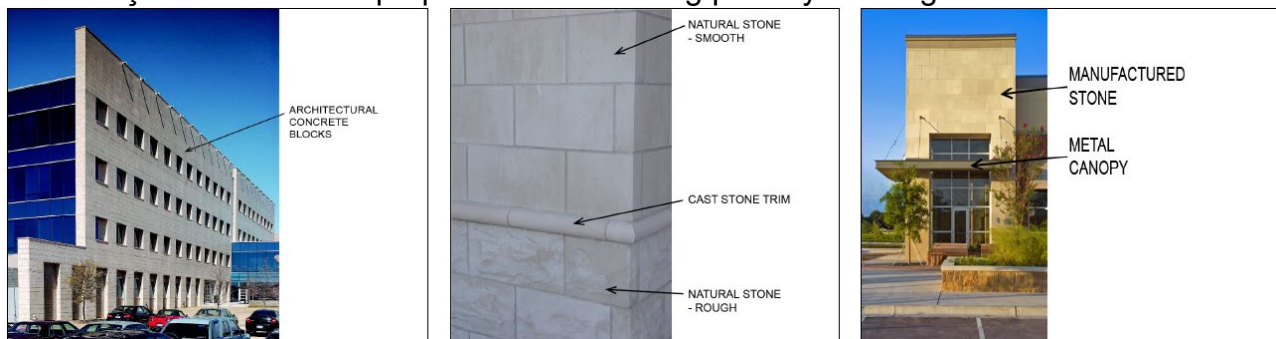
Subdistrict 3 – Downtown Center

Building Materials

Exterior materials used in the construction of buildings shall comply with the following standards.

a. Non-Residential building types shall comply with the following standards:

1. All building façade's shall be architecturally finished with 100% masonry with an allowance for up to 10% secondary materials. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, granite, marble, architectural concrete block, and textured and painted concrete tilt-wall (non-residential building types only). Stucco may be used on areas of facades that are at least nine (9) feet above grade on non-residential buildings and on the third floor and above for multifamily buildings. Textured and painted concrete tilt-wall shall be limited to 50% on the front façade and 75% on side façades. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.



2. The front and side facades of all non-residential buildings shall be finished with a minimum of twenty-five (25) percent natural or manufactured stone. The rear façade of any non-residential building facing a public right-of-way shall be finished with a minimum of ten (10) percent natural or manufactured stone unless a landscape screen consisting of a double row of evergreen canopy trees is provided along said right-of-way.

3. Windows, doors, porches, gables, balconies and accent materials shall be excluded from the façade area for the purposes of calculating primary building materials.

4.



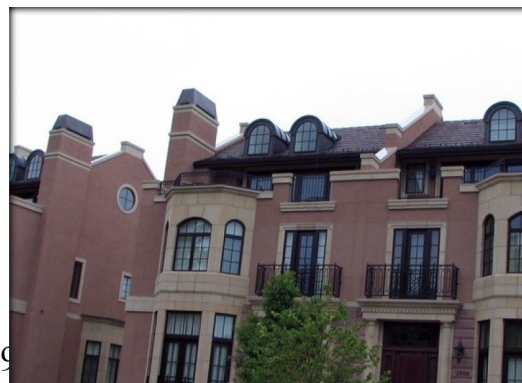
b. Townhome building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementitious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.

2. Townhomes shall be a minimum of two stories.

3. Each townhome unit shall have an attached garage. Garages shall open to the rear of the townhome and shall not face the public right-of-way.

4. Additional articulation shall be provided on the sides of townhome units that are adjacent to a public street or open space.



3 9

c. Single Family Residential building types shall comply with the following standards.

1. The exterior facades shall be constructed of 100% masonry. Masonry finishes include clay fired brick, natural and manufactured stone, cast stone, stucco (second floor and above), and cementitious fiber board (not to exceed 50% of 2nd story and above of any façade area). Windows, doors, porches, columns and dormers shall be excluded from the façade area for the purpose of calculating primary building materials.
2. Architectural features and porches may encroach into required front and rear yards up to five (5) feet.
3. Each Single Family home shall have an attached garage. Garages shall be minimum 2-car.
4. Carports are not allowed.
5. All fencing shall be 6 feet tall and constructed of either decorative metal, masonry or board on board cedar based upon the developer provided guidelines.
6. Ornamental metal fencing shall be required for any fencing located adjacent to a public park or public hike and bike trail.
7. For lots with a zero (0) side yard setback
 - a. A roof overhang equipped with a gutter may extend a maximum of twelve (12) inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot.
 - b. The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.
 - c. The “zero” side shall be designated on the Final Plat. All access, maintenance, and use easements shall be provided on preliminary and Final Plats.
 - d. A five (5) foot wide access, maintenance, and use easement shall be dedicated on the Final Plat for all lots adjacent to lots with a “zero” side. The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling.
 - e. The majority of one side of the structure shall be located within three (3) feet of one side lot line. Building walls which are located adjacent to the “zero” side of the lot shall not have any doors, windows, ducts, grills, vents,

or other openings. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the “zero” wall.