

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Risland Prosper 221 LLC, a Texas Limited Liability Company (“Owner”) (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**, Owner is developing an approximate 121.4-acre tract in the Town (the “Property”), a legal description of which is attached hereto as Exhibit A and incorporated by reference, and Exhibit B, a depiction of the Property, attached hereto and incorporated by reference, as a single-family residential project, consistent with the applicable zoning district regulations for the Property; and

**WHEREAS**, the Parties have mutually addressed those development issues addressed herein, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance approved by the Town Council on or about June 14, 2022, as may be amended, and/or this Development Agreement, to recognize Owner’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein; and

**WHEREAS**, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions and standards reflected in this Agreement.

**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 applicable requirements contained in Exhibit C, “Architectural Standards and Building Materials,” attached hereto and incorporated by reference and the elevations contained in Exhibit D, attached hereto and incorporated by reference. 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 Owner 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 owners of the Property, regardless of whether this Agreement is expressly referenced therein.

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

**4. 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.

**5. 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.

**6. 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  
                                  P.O. Box 307  
                                  Prosper, Texas 75078  
                                  Attention: Town Manager

If to Owner:               Risland Prosper 221 LLC  
                                  1430 Beverly Drive  
                                  Propser, Texas 75078  
                                  Attention: Michael Hanschen

**7. 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).

**8. 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.

**9. 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, Owner hereby waives any right, requirement or enforcement of Texas Government Code § 3000.001 *et seq.*, as amended.

**10. 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.

**11. Rough Proportionality.** Owner 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 Owner hereby waives any claim therefor that it may have. Owner 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 Owner 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.

**12. Exactions/Infrastructure Costs.** Owner 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 Owner, regarding Owner's rights under Texas and federal law. Owner 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. Owner 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, Owner 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.

**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. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner 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.** Owner 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. Owner 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 Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner 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 owner 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 Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner 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 owner 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.

**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: Harlan Jefferson

Title: Town Manager, Town of Prosper

**STATE OF TEXAS        )**

**)**

**COUNTY OF COLLIN    )**

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

My Commission Expires: \_\_\_\_\_

**OWNER:**

**RISLAND PROSPER 221 LLC**

By: \_\_\_\_\_  
Name: Michael Hanschen  
Title: \_\_\_\_\_

**STATE OF TEXAS            )**  
  )  
**COUNTY OF \_\_\_\_\_ )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Michael Hanschen in his capacity as \_\_\_\_\_ of Risland Prosper 221 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 Owner.

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

## EXHIBIT A

### (Property Description)

#### ZONING TRACT 1 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC

(now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows: BEGINNING at the northeast corner of said 221.617 acre tract, same being on the centerline of W. Frontier Parkway; THENCE South 00°45'38" East, along the easterly line of said 221.617 acre tract and the centerline of future Shawnee Trail, a distance of 2,169.50 feet to a point for corner; THENCE South 89°14'22" West, over and across said remainder, a distance of 45.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 269.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 49.64 feet; THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 49.71 feet to a point at the beginning of a reverse curve to the left with a radius of 290.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 53.51 feet;

THENCE in a southerly direction, with said reverse curve to the left, an arc distance of 53.59 feet to a point for corner; THENCE South 00°45'38" East, a distance of 113.50 feet to a point for corner; THENCE South 44°14'22" West, a distance of 35.36 feet to a point for corner; THENCE South 89°14'22" West, a distance of 120.00 feet to a point for corner; THENCE North 45°45'38" West, a distance of 14.14 feet to a point for corner; THENCE North 89°22'29" West, a distance of 50.01 feet to a point for corner; THENCE South 46°01'52" West, a distance of 13.69 feet to a point for corner; THENCE North 86°09'46" West, a distance of 17.25 feet to a point for corner; THENCE North 85°31'16" West, a distance of 103.54 feet to a point for corner, being the southeast corner of a called 13.038 acre tract of land ("Tract 1") described in Donation Deed to Prosper Independent School District recorded in Instrument No. 20200817001343650 of the O.P.R.C.C.T.; THENCE along the east, north and west lines of said 13.038 acre tract the following courses: North 00°45'45" West, a distance of 136.18 feet to a point at the beginning of a tangent curve to the right with a radius of 861.02 feet, a central angle of 07°59'25", and a chord bearing and distance of North 03°13'58" East, 119.98 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 120.08 feet to a point at the beginning of a reverse curve to the left with a radius of 168.91 feet, a central angle of 07°59'42", and a chord bearing and distance of North 03°13'58" East, 23.55 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 23.57 feet to a point for corner;



North 00°45'45" West, a distance of 271.36 feet to a point for corner;

North 89°14'15" East, a distance of 130.00 feet to a point for corner;

North 00°45'45" West, a distance of 48.74 feet to a point for corner;

North 08°40'57" West, a distance of 59.23 feet to a point at the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 06°05'52", and a chord bearing and distance of North 03°48'41" West, 34.57 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 34.59 feet to a point for corner; North 00°45'45" West, a distance of 32.21 feet to a point for corner; South 89°14'15" West, a distance of 935.00 feet to a point for corner; South 00°45'42" East, a distance of 404.65 feet to a point at the beginning of a non-tangent curve to the left with a radius of 270.00 feet, a central angle of 28°50'10", and a chord bearing and distance of South 15°10'50" East, 134.46 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 135.89 feet to a point for corner in the westerly line of said 13.038 acre tract, same being on the east line of a future right of way;

THENCE South 68°39'23" West, over and across said future right of way, a distance of 62.80 feet to a point in the west line of said future right of way, and being at the beginning of a non-tangent curve to the right with a radius of 88.50 feet, a central angle of 08°04'01", and a chord bearing and distance of South 17°18'37" East, 12.45 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.46 feet to a point for corner;

THENCE South 13°16'37" East, continuing along the west line of said future right of way, a distance of 25.77 feet to a point at the beginning of a tangent curve to the right with a radius of 63.50 feet, a central angle of 28°00'09", and a chord bearing and distance of South 00°43'28" West, 30.73 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said tangent curve to the right, an arc distance of 31.03 feet to a point for corner;

THENCE South 89°12'50" West, over and across said remainder of 221.617 acre tract, a distance of 117.66 feet to a point for corner being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T.;

THENCE North 01°14'03" West, along the east line of said 120.5159 acre tract, and west line of said remainder of 221.617 acre tract a distance of 1,151.04 feet to a point for corner

being the easterly, northeast corner of said 120.5159 acre tract;  
THENCE South 89°12'33" West, along a northerly line of said 120.5159 acre tract, and a southerly line of said remainder of 221.617 acre tract, a distance of 1,532.96 feet to a point for corner being the southwest corner of said remainder of 221.617 acre tract;  
THENCE North 00°00'13" East, along an easterly line of said 120.5159-acre tract and a westerly line of said remainder of 221.617 acre tract, a distance of 1155.80 feet to a point for corner being the northerly, northwest corner of said remainder of 221.617 acre tract, same being on the centerline of aforesaid W. Frontier Parkway;  
THENCE North 89°23'50" East, along the northerly line of said remainder of 221.617 acre tract and the centerline of said W. Frontier Parkway, a distance of 2,856.49 feet to the POINT OF BEGINNING and containing 99.47 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

#### ZONING TRACT 2 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 76.131 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171222001687580 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a point being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T., same being a southerly northwest corner of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the O.P.R.C.C.T.;

THENCE South 89°12'50" West, along the south line of said 120.5159 acre tract, and north line of said remainder of 221.617 acre tract, a distance of 1,063.34 feet to a point for corner

being the northeast corner of said remainder of 76.131 acre tract, and being a southerly northwest corner of said remainder of 221.617 acre tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE South  $01^{\circ}49'26''$  West, along the east line of said remainder of 76.131 acre tract, west line of said remainder of 221.617 acre tract, and west line of Block H, Inwood Lane (a 50-foot right of way), and Block D of Legacy Gardens Phase 1 recorded in Instrument No. 20190913010003930 of the O.P.R.C.C.T., a distance of 1,360.83 feet to a point for corner, being in the west line of Lot 2, of said Block D;

THENCE North  $88^{\circ}10'34''$  West, over and across said remainder of 76.131 acre tract, a distance of 659.87 feet to a point in the south line of a future right of way, being at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of  $02^{\circ}31'31''$ , and a chord bearing and distance of South  $49^{\circ}03'26''$  West, 12.12 feet;

THENCE in a westerly direction, with the south line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.12 feet to a point for corner;

THENCE with the south line of said future right of way the following courses:

South  $50^{\circ}19'12''$  West, a distance of 24.57 feet to a point at the beginning of a tangent curve to the right with a radius of 325.00 feet, a central angle of  $40^{\circ}58'05''$ , and a chord bearing and distance of South  $70^{\circ}48'14''$  West, 227.46 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 232.38 feet to a point for corner;

North  $88^{\circ}42'44''$  West, a distance of 25.00 feet to a point at the beginning of a tangent curve to the left with a radius of 240.50 feet, a central angle of  $04^{\circ}21'28''$ , and a chord bearing and distance of South  $89^{\circ}06'32''$  West, 18.29 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 18.29 feet to a point for corner;

South  $86^{\circ}55'48''$  West, a distance of 46.70 feet to a point at the beginning of a tangent curve to the right with a radius of 261.50 feet, a central angle of  $04^{\circ}21'28''$ , and a chord bearing and distance of South  $89^{\circ}06'32''$  West, 19.88 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 19.89 feet to a point for corner;

North  $88^{\circ}42'44''$  West, a distance of 25.21 feet to a point for corner being the southeasterly

corner of a called 38.572 acre tract of land described in Special Warranty Deed to Prosper Independent School District by Instrument No. 20200817001344070 of the O.P.R.C.C.T.; THENCE with the east line of said 38.572 acre tract, and over and across said future right the following courses:

North 01°17'16" East, a distance of 190.00 feet to a point for corner;

South 88°43'44" East, a distance of 102.12 feet to a point at the beginning of a non-tangent curve to the right with a radius of 140.02 feet, a central angle of 55°04'27", and a chord bearing and distance of North 63°47'28" East, 129.47 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 134.59 feet to a point at the beginning of a non-tangent curve to the left with a radius of 460.00 feet, a central angle of 29°16'34", and a chord bearing and distance of North 50°53'16" East, 232.50 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 235.04 feet to a point for corner;

North 01°47'29" East, a distance of 1,038.20 feet to a point for corner being the northeast corner of said 38.752 acre tract, and being in the south line of said 120.5159 acre tract;

THENCE North 89°05'09" East, along the south line of said 120.5159 acre tract, and a north line of said remainder of 221.617 acre tract, a distance of 645.43 feet to the POINT OF BEGINNING and containing 21.96 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



## EXHIBIT C

### Architectural Standards and Building Materials

#### TYPE 8F LOTS:

- A. Exterior Surfaces.
- i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:
    - a) Stucco on structures on Type 8F Lots shall be traditional 3-coat process cement plaster stucco.
    - b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
    - c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.
    - d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.
    - e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.
  - ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 8F Lots.
  - iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 8F Lots.
- B. Roofing.
- i. Structures constructed on Type 8F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.
  - ii. Metal roofs shall be non-reflective colors.

- iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12".
  - iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4" in 12".
- C. Garages.
- i. Homes shall have a minimum of two (2) car garage bays. Garage doors may be constructed of either metal, fiberglass or wood.
  - ii. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.
  - iii. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).
  - iv. Doors may be single or double wide doors.
  - v. Additionally, two of the following upgrades must be incorporated:
    - Single doors must be separated by a masonry column
    - Garage doors may be "carriage style door" designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
    - Doors may incorporate decorative hardware.
    - Doors may incorporate windows.

#### **TYPE 9F LOTS:**

- D. Exterior Surfaces.
- i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:
    - a) Stucco on structures on Type 9F Lots shall be traditional 3-coat process cement plaster stucco.
    - b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
    - c) Cementitious materials may constitute up to 50% of the area for stories

other than the first story.

- d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.
  - e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.
- ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 9F Lots.
- k. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 9F Lots.
- L. Roofing.
- i. Structures constructed on Type 9F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.
  - ii. Metal roofs shall be non-reflective colors.
  - iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12".
  - iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4" in 12".
- M. Garages.
- i. Homes shall have a minimum of two (2) car garage bays but no more than three (3).
  - ii. Homes with three (3) garages shall not have more than two (2) garage bays facing the street.
  - iii. Carports or three (3) car front facing garages shall not be permitted.
  - iv. Garage doors may be constructed of either metal, fiberglass or wood.
  - v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.
  - vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).



- vii. Doors may be single or double wide doors.
- viii. Additionally, two of the following upgrades must be incorporated:
  - Single doors must be separated by a masonry column of no less than twelve inches (12”) in width.
  - Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
  - Doors may incorporate decorative hardware.
  - Doors may incorporate windows.

### **TYPE 10F LOTS:**

#### **E. Exterior Surfaces.**

- i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry.
- ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 10F Lots.
- iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 10F Lots.

#### **J. Roofing.**

- i. Structures constructed on Type 10F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.
- ii. Metal roofs shall be non-reflective colors.
- iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.
- iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

#### **K. Garages.**

- i. Homes shall have a minimum of two (2) car garages but no more than four (4).
- ii. Homes with three (3) or more garage bays shall not have more than two (2) garage doors facing the street.

- iii. Carports or three (3) car front facing garages shall not be permitted.
- iv. Garage doors may be constructed of either metal, fiberglass or wood.
- v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.
- vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).
- vii. Doors may be single or double wide doors.
- viii. Additionally, two of the following upgrades must be incorporated:
  - Single doors must be separated by a masonry column of no less than twelve inches (12") in width.
  - Garage doors may be "carriage style door" designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
  - Doors may incorporate decorative hardware.
  - Doors may incorporate windows.

**EXHIBIT D  
(Elevations)**

Type 8F Lots





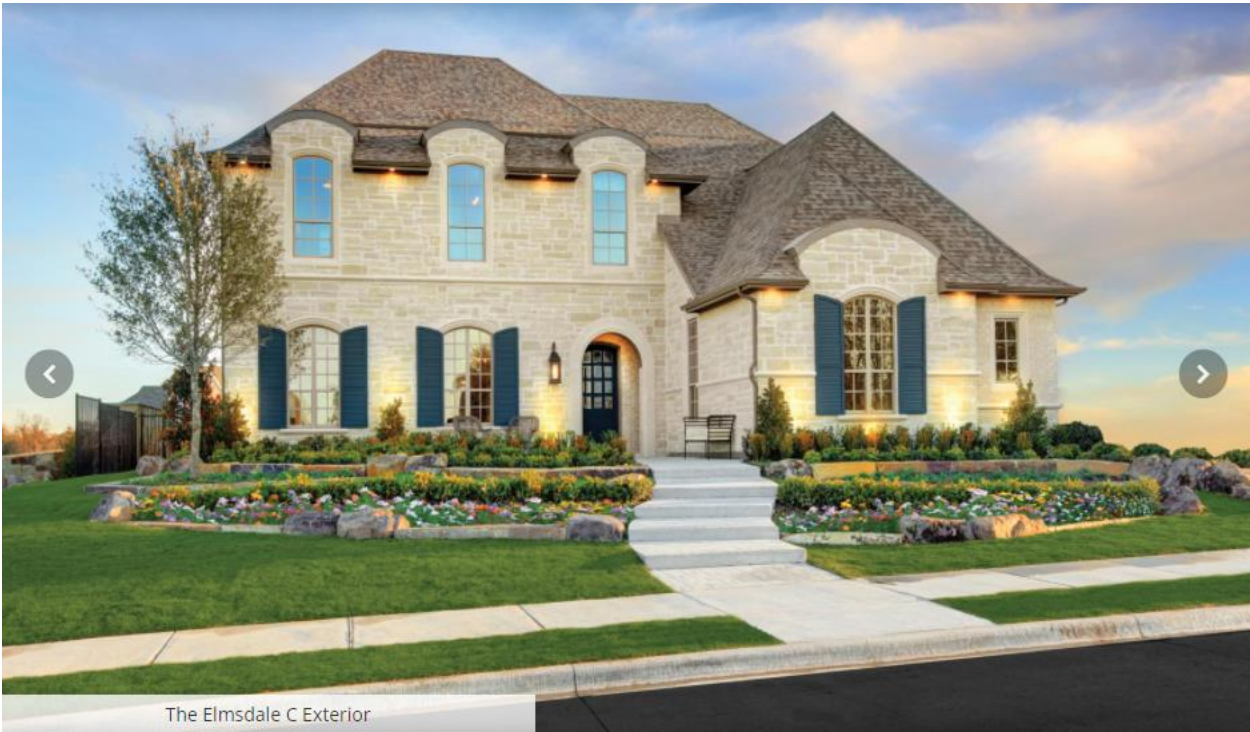


Type 9F Lots





Type 10F Lots







The Julian A Exterior

