

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and VP Windsong Operations LLC and VP Windsong Investments LLC (collectively, “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 a Delaware limited liability company qualified to do business in the State of Texas; and

**WHEREAS**, Owner has developed Windsong Ranch located in Denton County in the Town, and more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, Owner previously has sold certain residential lots in Windsong Ranch and has, and will continue to offer, residential lots for sale in Windsong Ranch subsequent to the execution of this Agreement; and

**WHEREAS**, in 2008 the Town approved Planned Development 40 (“PD-40”) relative to the development of the Property as a master-planned community, and has approved certain amendments to PD-40 subsequent thereto; and

**WHEREAS**, on November 26, 2019, the Town conducted a public hearing on proposed amendments to PD-40; and

**WHEREAS**, on or about January 14, 2020, the Town approved certain amendments to PD-40, as more fully described in the applicable zoning ordinance, and further, the Parties have agreed to certain matters related to right-of-way dedication for Parvin Road as well as certain architectural features and building materials to be utilized in Windsong Ranch, and the purpose of this Agreement is to memorialize the Parties’ understandings related thereto; and

**WHEREAS**, on January 14, 2020, the Town also authorized the execution of this Agreement; and

**WHEREAS**, this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in PD-40, as amended, and to recognize Owner’s reasonable investment-backed expectations in PD-40, as amended; 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, standards and notes 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. Architectural Standards and Building Materials.** For any structure built in Windsong Ranch following the Effective Date, it shall comply with the applicable requirements

contained in Exhibit B, "Architectural Standards and Building Materials," attached hereto and incorporated by reference, and Owner agrees to construct those structures in compliance therewith. 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.** Provided that this Agreement is recorded in the Official Public Records of Denton County, Texas against the Property, 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. Upon the sale of any lot or tract in Windsong Ranch, Owner will be released from any rights and obligations under this Agreement as to the portion of the Property conveyed and each subsequent owner of any portion of the Property shall be responsible for the obligations arising under this Agreement during its ownership of the Property.

**3. Dedication of Parvin Road Right-of-Way.** Within thirty (30) days of the execution of this Agreement, Owner shall dedicate to the Town, in fee simple, at no cost to the Town, that certain right-of-way depicted in Exhibit C, attached hereto and incorporated by reference. Such dedication shall be in a form acceptable to the Town. In the event that the Parvin Road right-of-way has not been timely dedicated to the Town, the Town may withhold the issuance of building permits for any Lot in Windsong Ranch until such time as the Parvin Road right-of-way is so dedicated. Further, if the final alignment of Parvin Road reflects that either additional or less right-of-way is necessary for Parvin Road, the Parties agree to negotiate in good faith the dedication of additional right-of-way to the Town by Owner or the return of unnecessary, but previously dedicated, right-of-way by the Town to Owner.

**4. 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.

**5. 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. If the Town is in default under this Agreement, Owner may seek enforcement of this Agreement under any applicable waiver of the Town's sovereign immunity.

**6. 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 Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

7. **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:            VP Windsong Operations LLC  
2242 Good Hope Road  
Prosper, Texas 75078  
Attention: David R. Blom

VP Windsong Investments LLC  
2242 Good Hope Road  
Prosper, Texas 75078  
Attention: David R. Blom

With a Copy to:        Jackson Walker LLP  
2323 Ross Ave., Suite 600  
Dallas, Texas 75201  
Attention: George C. Dunlap

8. **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).

9. **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.

10. **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.

11. **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.

12. **Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories 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.

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

**14. Dispute Resolution.** Prior to filing any legal action or suit, a Party shall deliver written notice to the other Party specifically detailing any dispute or conflict concerning the interpretation of this Agreement (a "Dispute Notice"). Following the delivery of a Dispute Notice, the Parties agree to negotiate in good faith, without unreasonable delay, within a period of thirty (30) days following the date on which the Dispute Notice was delivered. In the event that the Parties cannot resolve the dispute or conflict within such thirty (30) day period, the Party that delivered the Dispute Notice will thereafter have the right and option to take any action to which it is legally entitled in connection with the dispute or conflict detailed in the Dispute Notice.

**15. 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. Notwithstanding anything herein to the contrary, Owner shall not be required to deliver notice to the Town in the event of a sale or transfer of any platted lots or real property to any homebuilder, homebuyer, Windsong Ranch Community Association, Inc. or Prosper Independent School District; provided that Owner will deliver written notice to the Town in the event all or any portion of the Property is sold or transferred to an unaffiliated third-party developer.

**16. 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.

**17. 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.

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

19. **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.

20. **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 in this Agreement for the Parvin Road dedication 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.

21. **Rough Proportionality.** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to roadway or infrastructure requirements imposed by this Agreement. 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 projected impact of the terms of this Agreement, with respect to roadway (including the Parvin Road right-of-way dedication) or infrastructure requirements imposed by this Agreement.

22. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, effective as of September 1, 2019.

23. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

24. **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.

25. **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 Land; however, the failure to provide such copies shall not affect the validity of any amendment.

26. **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.

**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 January, 2020, 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:**

**VP Windsong Operations LLC,**  
a Delaware limited liability company

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

Name: David R. Blom

Title: Vice President

**STATE OF TEXAS            )**

)

**COUNTY OF DENTON        )**

This instrument was acknowledged before me on the \_\_\_\_ day of January, 2020, by David R. Blom, in his capacity as Vice President of VP Windsong Operations LLC, a Texas limited liability company, 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: \_\_\_\_\_

**OWNER:**

**VP Windsong Investments LLC,**  
a Delaware limited liability company

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

Name: David R. Blom

Title: Vice President

**STATE OF TEXAS            )**

)

**COUNTY OF DENTON        )**

This instrument was acknowledged before me on the \_\_\_\_ day of January, 2020, by David R. Blom, in his capacity as Vice President of VP Windsong Investments LLC, a Texas limited liability company, 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)**

All property described and depicted in Exhibit A to Planned Development 40 (PD-40),  
Town of Prosper Ordinance No. 08-030, as amended.



**EXHIBIT "A"**  
Legal Descriptions for Mahard Ranch, Town of Prosper, Texas

**EXHIBIT "A-1"**

**Legal Description of the Mahard Property**

**BEING** a tract of land out of the C. SMITH SURVEY, Abstract No. 1681, the J. BATES SURVEY, Abstract No. 1620, the L. SALING SURVEY, Abstract No. 1675, the H.P. SALING SURVEY, Abstract No. 1628, the M.E.P. & P. RR SURVEY, Abstract No. 1476, P. BARNES SURVEY, Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B. JAMISON SURVEY, Abstract No. 672, the B.B. WALTON SURVEY, Abstract No. 1369, the T. BUTTON SURVEY, Abstract No. 88, the P.R. RUE SURVEY, Abstract No. 1555, the J. TETTER SURVEY, Abstract No. 1262, the L. NETHERLY SURVEY, Abstract No. 962, the B. RUE SURVEY, Abstract No. 1113, the A. ROBERTS SURVEY, Abstract No. 1115, in Denton County, Texas, the R. YATES SURVEY, Abstract No. 1538, the L. RUE SURVEY, Abstract No. 1110, the H. RUE SURVEY, Abstract No. 1111, the J. MORTON SURVEY, Abstract No. 793, in Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0063826 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 20041-0024459 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014699 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014698 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2005-0014700 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0046720 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024462 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024458 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0050900 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1618, Page 329 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 547, Page 394 of the Deed Records of Denton County, Texas, being part of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1332, Page 176 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 779, Page 665 of the Deed Records of Denton County, Texas, being all of the tract of land described in deed to Ernest Mahard recorded in Volume 1938, Page 931 of the Real Property Records of Denton County, Texas being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1149, Page 500 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a TXDOT monument found in the north right-of-way line of U.S. Highway No. 380, said monument being the northeast corner of a tract of land described in deed to the State of Texas recorded in Volume 4769, Page 1768 of the Real Property Records of Denton County, Texas;

**THENCE** with said north right-of-way line, the following courses and distances to wit:  
South 88°35'51" West, a distance of 3483.13 feet to a TXDOT monument found;  
North 46°16'16" West, a distance of 83.68 feet to a fence post in the east line of Good Hope Road (no dedication recordation found);

**THENCE** with said east line and along a fence, North 00°25'46" West, a distance of 1453.36 feet to a fence corner found in the south line of a 25.44 acre tract of land described in deed to Nathan Goodlet recorded in Volume 3329, Page 825 of the Real Property Records of Denton County, Texas;

**THENCE** with said south line, North 88°56'49" East, a distance of 1435.64 feet to a 3/8" iron rod found for corner;

**THENCE** with the east line of said 25.44 acre tract, North 00°30'13" West, a distance of 819.11 feet to a 1/2" iron rod found for corner;

**THENCE** with the north line of said 25.44 acre tract, South 89°35'17" West, a distance of 1430.32 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for corner in the east line of said Good Hope Road;

**THENCE** with said east line, North 00°08'13" West, a distance of 1236.96 feet to a fence corner in the south line of a tract of land described in deed to Judy Reeves;

**THENCE** with the south line of said Reeves tract, North 89°14'55" East, a distance of 940.90 feet to a 5/8" iron rod set for corner;

**THENCE** with the east line of said Reeves tract, North 00°40'52" West, a distance of 197.22 feet to a 1/2" iron rod found for corner in the south line of Fish Trap Road (no dedication recordation found);

**THENCE** with said south line, North 88°59'28" East, a distance of 815.80 feet to a 1/2" iron rod found for corner;

**THENCE** leaving said south line, North 00°06'59" West, a distance of 36.44 feet to a pk nail found in the centerline of said Fish Trap Road;

**THENCE** along the centerline of said Fish Trap Road, South 89°04'04" West, a distance of 1776.99 feet to a pk nail set for the intersection of the centerline of said Fish Trap Road and the centerline of said Good Hope Road;

**THENCE** along the centerline of said Good Hope Road, South 00°15'35" East, a distance of 3735.79 feet to a pk nail set in the north right-of-way line of said U.S. Highway No. 380;

**THENCE** with said north right-of-way line, the following courses and distances to wit:  
South 44°02'02" West, a distance of 114.60 feet to a TXDOT monument found;  
South 88°35'51" West, a distance of 2062.12 feet to a 5/8" iron rod set for corner;

South 88°50'58" West, a distance of 100.00 feet to a 5/8" iron rod set for corner;  
South 89°09'27" West, a distance of 22.39 feet to a 5/8" iron rod set for corner;  
North 45°50'38" West, a distance of 111.42 feet to a pk nail set in the centerline of Gee Road (no dedication recordation found);

**THENCE** with said centerline, North 00°01'02" West, a distance of 1114.87 feet to a pk nail set;

**THENCE** with the easterly most north line of a 106.26 acre tract of land described in deed to Judy Gee recorded in Volume 3130, Page 794 of the Real Property Records of Denton County, Texas, part of the way, South 89°33'35" West, a distance of 1098.63 feet to a fence corner found;

**THENCE** along a fence, North 12°40'03" East, a distance of 2150.51 feet to a fence corner found for the northwest corner of a 5.34 acre tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas;

**THENCE** the following courses and distances to wit:

North 88°30'03" West, a distance of 451.90 feet to a 5/8" iron rod set for corner;  
North 59°57'10" West, a distance of 66.21 feet to a 5/8" iron rod set for corner;  
North 27°15'28" West, a distance of 207.89 feet to a 5/8" iron rod set for corner;  
South 79°58'04" West, a distance of 116.69 feet to a 5/8" iron rod set for corner;  
South 17°11'21" West, a distance of 12.96 feet to a 5/8" iron rod set for corner;  
North 65°16'52" West, a distance of 66.04 feet to a 5/8" iron rod set for the northerly most corner of said 106.26 acre tract;

**THENCE** with the west lines of said 106.26 acre tract, the following courses and distances to wit:

South 31°55'38" West, a distance of 494.24 feet to a 5/8" iron rod set for corner;  
South 57°52'02" East, a distance of 601.93 feet to a Corp of Engineers monument found;  
South 31°24'02" West, a distance of 1854.30 feet to a Corp of Engineers monument found;  
South 31°27'22" West, a distance of 302.61 feet to a 5/8" iron rod set for the northeast corner of a 0.78 acre tract of land described in deed to the City of Irving recorded in Volume 4871, Page 5128 of the Real Property Records of Denton County, Texas;

**THENCE** the lines of said 0.78 acre tract, the following courses and distances to wit:

North 73°29'41" West, a distance of 241.29 feet to a 1/2" iron rod found for corner;  
South 21°58'41" West, a distance of 181.00 feet to a 5/8" iron rod set for corner;  
South 73°29'27" East, a distance of 67.00 feet to a 5/8" iron rod set for corner;  
North 22°20'38" East, a distance of 41.52 feet to a 5/8" iron rod set for corner;  
South 75°57'16" East, a distance of 152.12 feet to a 1/2" iron rod found in the west line of said 106.26 acre tract;

**THENCE** with said west line and along a fence part of the way, South 31°27'22" West, a distance of 877.59 feet to a 5/8" iron rod set for corner in the north right-of-way line of said U.S. Highway No. 380

**THENCE** with said north right-of-way line, North 88°48'55" West, a distance of 587.44 feet to a 5/8" iron rod set for the southeast corner of a 61.2 acre tract of land described in deed to M.

Taylor Hansel recorded in Denton County Clerk's File No. 94-R0091793 of the Real Property Records of Denton County, Texas;

**THENCE** with the east lines of said Hansel tract, the following courses and distances to wit:

North 08°56'01" East, a distance of 240.78 feet to a 5/8" iron rod set for corner;  
North 55°59'01" East, a distance of 132.20 feet to a 5/8" iron rod set for corner;  
South 20°18'01" West, a distance of 155.70 feet to a 5/8" iron rod set for corner;  
South 80°49'59" East, a distance of 88.40 feet to a 5/8" iron rod set for corner;  
North 45°13'01" East, a distance of 261.10 feet to a 5/8" iron rod set for corner;  
South 62°15'59" East, a distance of 216.20 feet to a 5/8" iron rod set for corner;  
North 15°04'01" East, a distance of 184.70 feet to a 5/8" iron rod set for corner;  
North 56°01'01" East, a distance of 183.40 feet to a 5/8" iron rod set for corner;  
North 18°07'01" East, a distance of 197.90 feet to a 5/8" iron rod set for corner;  
North 73°19'59" West, a distance of 688.80 feet to a Corp of Engineers monument found for the southeast corner of a 107.57 acre tract of land described in deed to Fish Trap Properties, Ltd., recorded in Volume 4626, Page 2922 of the Real Property Records of Denton County, Texas;

**THENCE** with the east lines of said 107.57 acre tract, the following courses and distances to wit:

North 29°02'03" East, a distance of 67.81 feet to a 5/8" iron rod set for corner;  
North 22°04'26" East, a distance of 710.31 feet to a Corp of Engineers monument found;  
North 33°00'31" East, a distance of 221.33 feet to a Corp of Engineers monument found;  
North 58°30'15" West, a distance of 249.63 feet to a Corp of Engineers monument found for the southeast corner of a 43.07 acre tract of land described in deed to Billy Jeter recorded in Volume 2125, Page 729 of the Real Property Records of Denton County, Texas;

**THENCE** with the east lines of said 43.07 acre tract, the following courses and distances to wit:

North 07°55'24" East, a distance of 669.72 feet to a 5/8" iron rod set for corner;  
South 75°24'16" East, a distance of 402.59 feet to a Corp of Engineers monument found;  
North 19°28'37" West, a distance of 739.75 feet to a Corp of Engineers monument found;  
North 35°34'01" East, a distance of 531.05 feet to a Corp of Engineers monument found;  
North 02°04'22" West, a distance of 172.83 feet to a fence post found in the south line of a 57.55 acre tract of land described in deed to G&S Landscaping recorded in Volume 5114, Page 1398 of the Real Property Records of Denton County, Texas;

**THENCE** with said south line, South 77°28'43" East, a distance of 553.04 feet to a Corp of Engineers monument found;

**THENCE** with the east line of said 57.55 acre tract and the east line of two tracts of land described in deed to Mary Weber recorded in Denton County Clerk's File No. 94-R0031655 of the Real Property Records of Denton County, Texas, the following courses and distances to wit:

North 01°07'34" East, a distance of 278.92 feet to a 5/8" iron rod found;  
North 01°04'49" East, a distance of 510.59 feet to a Corp of Engineers monument found;  
North 00°57'07" West, a distance of 149.86 feet to a Corp of Engineers monument found;  
North 00°06'44" East, a distance of 1393.34 feet to a 1/2" iron rod found for corner;

North 89°49'12" West, a distance of 505.03 feet to a fence corner found in the east line of a 58.44 acre tract of land described in deed to Benny Nobles recorded in Volume 2299, Page 94 of the Real Property Records of Denton County, Texas;

**THENCE** with said east line, North 00°50'11" West, a distance of 810.75 feet to a fence corner found in the south line of a 99.5 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas;

**THENCE** with the south and east lines of said 99.5 acre tract and the south line of a 90 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas the following courses and distances to wit:

North 89°17'21" East, a distance of 1389.64 feet to a 5/8" iron rod set for corner;  
North 03°32'47" West, a distance of 929.90 feet to a 5/8" iron rod set for corner;  
South 85°47'35" West, a distance of 228.77 feet to a 1/2" iron rod found for corner;  
North 02°06'10" East, a distance of 1767.38 feet to a 3/8" iron rod found for corner;  
South 88°23'11" East, a distance of 1111.78 feet to a 5/8" iron rod set for in the west line of a 319.00 acre tract of land described in deed to Sammy Carey recorded in Volume 2336, Page 5411 of the Real Property Records of Denton County, Texas;

**THENCE** with said west line, South 00°10'32" West, a distance of 125.32 feet to a 5/8" iron rod set for corner;

**THENCE** with the south line of said 319.00 acre tract and the south line of a 5 acre tract of land described in deed to M.B. Allen recorded in Volume 375, Page 395 of the Deed Records of Denton County, Texas, North 88°58'42" East, a distance of 2644.03 feet to a 1/2" iron rod found in the centerline of said Good Hope Road;

**THENCE** along said centerline, North 00°48'31" West, a distance of 992.40 feet to a 1/2" iron rod found for corner;

**THENCE** with the south line of the tract of land described in deed to the Good Hope Church and continuing along Good Hope Road, South 89°38'27" East, a distance of 457.50 feet to a 5/8" iron rod set in the east line of said Good Hope Road;

**THENCE** with the east line of said Good Hope Road, the following courses and distances to wit:

North 01°47'00" West, a distance of 935.34 feet to a 5/8" iron rod set for corner;  
North 00°15'22" West, a distance of 1726.79 feet to a 5/8" iron rod set for an ell corner in the south line of a 100 acre tract of land described in deed to Bruce Jackson recorded in Volume 4910, Page 2975 of the Real Property Records of Denton County, Texas;

**THENCE** with the south line of said 100 acre tract, the south line of a 134.58 acre tract of land described in deed to Little Elm Ranch Corporation recorded in Volume 5416, Page 3334 of the Real Property Records of Denton County, Texas, and the south line of a tract of land described in deed to Salvador Buentello recorded in Volume 2633, Page 648 of the Real Property Records of Denton County, Texas, North 89°42'25" East, a distance of 1545.14 feet to a 5/8" iron rod set in the centerline of a Parvin Road (no dedication recordation found);

**THENCE** along said centerline and with the south line of said Buentello tract, the following courses and distances to wit

North 70°58'34" East, a distance of 76.26 feet to a 5/8" iron rod set for corner;  
North 74°05'38" East, a distance of 206.69 feet to a 5/8" iron rod set for corner;

North 77°25'29" East, a distance of 112.34 feet to a 1/2" iron rod found for corner;  
North 01°25'12" East, a distance of 17.04 feet to a 5/8" iron rod set for corner;

**THENCE** continuing along said centerline, the south line of said Buentello tract, the south line of a 1.75 acre tract of land described in deed to Donna Jackson recorded in Denton County Clerk's File No. 2004-0086324 of the Real Property Records of Denton County, Texas, the south line of a 2.5 acre and 14.87 acre tracts of land described in deed to Jose Gutierrez recorded in Denton County Clerk's File No. 2004-0139581 of the Real Property Records of Denton County, Texas, and the south line of a 15 acre tract of land described in deed to William Kramer, the following courses and distances to wit:

North 89°08'54" East, a distance of 1300.08 feet to a 1/2" iron rod found for corner;  
North 89°07'58" East, a distance of 3455.35 feet to a 1/2" iron rod found for the northwest corner of a 100 acre tract of land described in deed to RH-TWO, LP recorded in Denton County Clerk's File No. 2004-0086307 of the Real Property Records of Denton County, Texas;

**THENCE** with the west line of said 100 acre tract, South 00°40'06" West, a distance of 2809.18 feet to a 1/2" iron rod found in the centerline of Prosper Road (no dedication recordation found);

**THENCE** with said centerline, South 89°24'09" West, a distance of 3412.04 feet to a 1/2" iron rod found for corner;

**THENCE** leaving said centerline, North 00°12'44" West, a distance of 16.61 feet to a 5/8" iron rod set in the north line of said Prosper Road;

**THENCE** with said north line, South 89°49'30" West, a distance of 298.97 feet to a 5/8" iron rod set in the east line of a 5 acre tract of land described in deed to Curtis McDaniel recorded in Volume 354, Page 271 of the Deed Records of Denton County, Texas;

**THENCE** with the lines of the remainder of said 5 acre tract, the following courses and distances to wit:

North 00°15'22" East, a distance of 214.38 feet to a 5/8" iron rod set for corner;  
South 89°47'16" West, a distance of 318.73 feet to a 5/8" iron rod set for corner;  
South 33°13'36" East, a distance of 218.94 feet to a 5/8" iron rod set for corner;  
South 72°26'17" East, a distance of 198.56 feet to a 5/8" iron rod set in the centerline of Fields Road (no dedication recordation found);

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

South 00°02'02" West, a distance of 1534.38 feet to a 5/8" iron rod set for corner;  
South 00°08'41" East, a distance of 1196.19 feet to a 1/2" iron rod found for corner;  
South 00°19'01" East, a distance of 1051.65 feet to a 1/2" iron rod found for corner;  
South 00°46'08" West, a distance of 705.12 feet to a 5/8" iron rod set for corner;  
South 20°37'31" East, a distance of 96.22 feet to a 5/8" iron rod set for corner;  
South 28°15'33" East, a distance of 189.49 feet to a 3/8" iron rod found for corner;  
South 02°06'04" East, a distance of 1803.07 feet to a 1" iron rod found for corner;  
South 00°06'17" East, a distance of 1284.69 feet to a 5/8" iron rod set for corner;  
South 00°06'37" West, a distance of 1042.41 feet to a 5/8" iron rod set for corner;

**THENCE** leaving the centerline of said Fields Road, South 89°11'26" West, a distance of 21.20 feet to a 5/8" iron rod set in the west line of said Field Road;

**THENCE** with said west line, the following courses and distances to wit:  
South 00°00'27" West, a distance of 1396.62 feet to a fence corner;  
South 41°23'46" West, a distance of 87.55 feet to the **POINT OF BEGINNING** and containing 2106.592 acres of land.

Bearing system based North Central Zone of the Texas State Plane Coordinate System.

**SAVE AND EXCEPT**

Being all of that certain lot, tract or parcel of land located in the B. Rue Survey, Abstract No. 1113, Denton County, Texas, and being a portion of a called 76 acre tract of land described as Tract Three in deed to Mahard 2003 Partnership, L.P., recorded in County Clerks File No. 2004-0050900, Real Property Records, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at an ell corner in the south line of a called 100 acre tract of land described in deed to Bruce Jackson, et al, recorded in Volume 4910, Page 2975, Real Property Records, Denton County, Texas, same being the northwest corner of said Mahard 2003 Partnership, L.P. tract;

**THENCE** North 89°42'25" East, along the north line of said Mahard 2003 Partnership, L.P. tract and passing at a distance of 583.33 feet the common southern corner of said Bruce Jackson, et al tract and a called 134.58 acre tract of land described in deed to Little Elm Ranch Corporation, recorded in Volume 5416, Page 3334, Real Property Records, Denton County, Texas, passing again at a distance of 834.26 feet the common southern corner of said Little Elm Ranch Corporation tract, and a tract of land described in deed to Salvador Buentello, recorded in Volume 2633, Page 648, Real Property Records, Denton County, Texas, and continuing for a total distance of 1,545.14 feet to a 5/8" iron rod found for corner in the present centerline of Parvin Road (no record of dedication found) at the beginning of a non-tangent curve to the left, having a radius of 1,206.88 feet, a central angle of 19°32'21", and a chord bearing and distance of South 58°53'46" West, 409.58 feet;

**THENCE** in a southwesterly direction, along the present centerline of said Parvin Road and passing through said Mahard 2003 Partnership, L.P. tract the following five (5) courses and distances:

- 1) Along said non-tangent curve to the left, an arc length of 411.57 feet;
- 2) South 49°04'47" West, a distance of 322.13 feet to the beginning of a curve to the right, having a radius of 355.51 feet, a central angle of 34°57'47", and a chord bearing and distance of South 71°08'48" West, 213.59 feet;
- 3) Along said curve to the right, an arc length of 216.94 feet;
- 4) South 88°37'42" West, a distance of 557.23 feet to the beginning of a curve to the left, having a radius of 410.55 feet, a central angle of 27°36'35", and a chord bearing and distance of South 75°08'34" West, 195.93 feet;
- 5) Along said curve to the left, an arc length of 197.83 feet to the east line of Good Hope Road (no record of dedication found), same being the most southerly southeast corner of said Bruce Jackson, et al tract;

**THENCE** North 00°15'22" West, along the most southerly east line of said Bruce Jackson, et al tract, a distance of 547.29 feet to the Place of Beginning and containing 575,223 square feet or 13.205 acres of land.

**EXHIBIT "A-2"**

**Legal Description of the FC Prosper Property**

**TRACT ONE**

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8" rebar with a cap marked "KHA" found on the monumented East right-of-way line of Good Hope Road, for the common West corner of the tract of land herein described and a called 100.00 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's instrument Number 93-R0049966 of the Deed Records of Denton County, Texas;

Thence N 00°20'14" W, along the aforementioned monumented East right-of-way line, 388.18 feet to a 1/2" rebar in concrete found for a common corner of the tract of land herein described and a called 0.507 acre tract of land and conveyed to N. J. Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 0.507 acre tract, 162.36 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a 1/2" rebar in concrete found for a common corner on the monumented East right-of-way line of Good Hope Road;

Thence N 00°02'39" W, along the aforementioned East right-of-way line, 176.63 feet to a 1/2" rebar in concrete found for a common corner of the tract of land herein described and a called 1.00 acre tract of land conveyed to N. J. Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 1.00 acre tract, 362.48 feet to a 1/2" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a 1/2" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24459 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract 1068.57 feet to a 5/8" rebar with a cap marked "KHA" found for a common corner;



Thence S 00°28'43" E, continuing along the aforementioned common boundary line, 818.81 feet to a ½" rebar in concrete found for a common corner on the North boundary line of the above-mentioned 100.00 acre tract;

Thence S 88°55'33" W, along the common boundary line of the tract of land herein described and the aforementioned 100.00 acre tract, 1435.44 feet to the Point of Beginning.

Said tract of land containing 1,116,766 square feet or 25.637 acres, more or less.

## TRACT TWO

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract, 92.56 feet to a ½" rebar in concrete found for a corner;

Thence N 04°18'50" W, 13.05 feet to a 3/8" rebar found for a corner;

Thence N 86°13'43" E, 13.06 feet to a ½" rebar with a cap marked "RPLS 4967" set for a corner;

Thence S 05°12'35" E, 13.07 feet to a ½" rebar in concrete found for a corner on the North boundary line of the above-mentioned 25.6576 acre tract of land;

Thence N 86°19'09" E, along the aforementioned common boundary line, 56.54 feet to a ½" rebar in concrete found for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a ½" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a ½" rebar in concrete found for a common corner on the above-mentioned East right-of-way line;

Thence S 00°00'14" E, along the aforementioned East right-of-way line, 145.68 feet to the Point of Beginning.

Said tract of land containing 22,087 square feet or 0.507 acres, more or less.

### TRACT THREE

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 89°21'12" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract of land, 362.48 feet to a ½" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a ½" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24456 of the Deed Records of Denton County, Texas;

Thence S 89°24'44" W, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract, 362.29 feet to a ½" rebar with a cap marked "RPLS 4967" set for their common West corner on the above-mentioned East right-of-way line;

Thence S 00°00'19" E, along the aforementioned East right-of-way line, 120.52 feet to the Point of Beginning.

Said tract of land containing 43,604 square feet or 1.001 acre, more or less.

### TRACT FOUR

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being a portion of a tract of land conveyed to Laura Jackson by a deed filed for record in Volume 291 at Page 80 of the Deed Records of Denton County, Texas and also being more particularly described by metes and bounds as follows:

Commencing, for a tie, at a 1/2" rebar in concrete, found on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of a tract of land conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas from which a 1/2" rebar in concrete found for it's Northwest corner bears N 00°00'14" W, 145.68 feet;

Thence N 86°19'09" E, 92.56 feet to a 1/2" rebar found in concrete found for the Southwest corner and Point of Beginning of the tract of land herein described, said corner also being an internal corner of the aforementioned Goodlet tract;

Thence N 04°18'50" W, along the common boundary line of the tract of land herein described and the aforementioned Goodlet tract, 13.05 feet to a 3/8" rebar found for a common corner;

Thence N 86°13'43" E, continuing along the aforementioned common boundary line, 13.06 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence S 05°12'35" E, continuing along the aforementioned common boundary line, 13.07 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 86°19'09" W, 13.26 feet to the Point of Beginning.

Said tract of land containing 172 square feet or 0.004 acre, more or less.

## EXHIBIT B

### ARCHITECTURAL STANDARDS AND BUILDING MATERIALS

1. **Type A Lots:** The architectural and building materials standards for Type A Lots are as follows:

**A. Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also 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.
- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type A Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type A Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type A Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type A Lots.

**B. Windows.** All window framing on structures on Type A Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type A Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

**C. Roofing.**

- i. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

**D. Garage Doors.** Garage doors shall be constructed of either metal or wood.

**E. Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

**2. Type B Lots:** The architectural and building materials standards for Type B Lots are as follows:

**A. Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also 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.
- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type B Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type B Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type B Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type B Lots.

**B. Windows.** All window framing on structures on Type B Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type B Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

**C. Roofing.**

i. Structures constructed on the Type B Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

**D. Garage Doors.** Garage doors shall be constructed of either metal or wood.

**E. Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

**3. Type C Lots:** The architectural and building materials standards for Type C Lots are as follows:

**A. Exterior Surfaces.**

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also 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.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

- iii. **Address Plaque.** A cast stone address plaque is required for each Type C Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type C Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type C Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type C Lots.

**B. Windows.** All window framing on structures on Type C Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type C Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

**C. Roofing.**

- i. Structures constructed on the Type C Lots shall have a composition, slate, clay tile, metal or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

**D. Garage Doors.** Garage doors shall be constructed of either metal or wood.

**E. Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

**4. Type D Lots:** The architectural and building materials standards for Type D Lots are as follows:

**A. Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only

constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also 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.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type D Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type D Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type D Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type D Lots.

**B. Windows.** All window framing on structures on Type D Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type D Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

**C. Roofing.**

- i. Structures constructed on the Type D Lots shall have a composition, slate, clay tile, metal or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

**D. Garage Doors.** Garage doors shall be constructed of either metal or wood.



- E. **Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
5. **Type E Lots:** The architectural and building materials standards for Type E Lots are as follows:
- A. **Exterior Surfaces.**
- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board may also 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.
  - ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
  - iii. **Address Plaque.** A cast stone address plaque is required for each Type E Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
  - iv. **Chimneys.** On Type E Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
  - v. **Stucco.** Stucco on structures on Type E Lots shall be traditional 3-coat process cement plaster stucco.
  - vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type E Lots.
- B. **Windows.** All window framing on structures on Type E Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
- i. Window shutters may be used on structures on Type E Lots. Window shutters shall be painted, stained wood, or fiberglass.
  - ii. No reflective window coverings or treatments shall be permitted.
- C. **Roofing.**
- i. Structures constructed on the Type E Lots shall have a composition, slate, or tile roof.
  - ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. 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". Pitch ends shall be 100% guttered.
- v. A minimum of twenty-five percent (25%) of Type E Lots shall have a main roof pitch greater than 8:12.

**D. Garages.**

- i. Homes with two (2) single car width garage doors facing the street shall have such garage doors separated by a masonry column of no less than twelve inches (12") in width.
- ii. A minimum of fifty percent (50%) shall have two (2) single garage doors split by a masonry column.
- iii. Garage doors shall be constructed of wood, or a material that gives the appearance of a real wood door. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.
- iv. Two of the following garage door upgrades shall be incorporated:
  - (a) Carriage style door designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation
  - (b) Doors incorporating decorative hardware.
  - (c) Doors with windows.

**E. Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

**6. Type F Lots:** The architectural and building materials standards for Type F Lots are as follows:

**A. Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also 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.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque**. A cast stone address plaque is required for each Type F Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys**. On Type F Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco**. Stucco on structures on Type F Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type F Lots.

**B. Windows**. All window framing on structures on Type F Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type F Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

**C. Roofing**.

- i. Structures constructed on the Type F Lots shall have a composition, slate, clay tile, metal or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

**D. Garage Doors**. Garage doors shall be constructed of either metal or wood.

**E. Accessory Structures**. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

7. **Exterior Façade Building Materials for Multifamily Uses.** All buildings within a multifamily development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent (15%) of the total exterior wall surfaces. All exterior finishes of buildings within a multifamily development shall have a minimum of ten percent (10%) stone accents.

8. **Exterior Façade Building Materials for Townhome Uses.** All buildings within a townhouse development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a townhouse development shall have a minimum of ten percent (10%) stone accents.

9. **Exterior Façade Building Materials for Non-Residential Uses.** All main buildings shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. Cementitious fiber board may only be used as an accent material subject to 10% of a façade.

**NOTE:** For purposes of this Agreement, “masonry” shall mean stone, stucco, brick, tile, concrete, glass or similar materials of any similar material approved by the Town’s Director of Development Services.

**EXHIBIT C**

**(Depiction and Legal Description of Parvin Road Right-of-Way to be Conveyed)**

# EXHIBIT "C"

BEING a tract of land situated in the A. Roberts Survey, Abstract No. 1115, and the B. Rue Survey, Abstract No. 1113, Town of Prosper, Denton County, Texas, the subject tract being a portion of a tract conveyed to VP Windsong Operations LLC, according to the deed recorded in Document No. 2018-142926 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the east line of a tract conveyed to Jo Lynn Carey Ninemire, et al, by deed recorded in Document No. 2014-16824 OPRDCT, for the southwest corner of a tract conveyed to Smiley Road, Ltd., by deed recorded in Document No. 2017-120458 OPRDCT, and from which a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner thereof bears N 00°15'22" W, 550.80 feet;

THENCE along the south line of said Smiley Road tract, around a curve to the right having a central angle of 17°36'46", a radius of 75.00 feet, a chord of N 55°48'57" E - 22.96 feet, an arc length of 23.06 feet to a point for corner;

THENCE continuing along the south line of said Smiley Road tract, around a compound curve to the right having a central angle of 16°25'31", a radius of 425.00 feet, a chord of N 72°50'06" E - 121.42 feet, an arc length of 121.84 feet to a point for corner;

THENCE S 89°39'30" E, 359.53 feet departing said south line to a point for corner;


THENCE around a tangent curve to the right having a central angle of 13°00'22", a radius of 890.00 feet, a chord of N 83°50'19" E - 201.59 feet, an arc length of 202.03 feet to a point on the south line of said Smiley Road tract;

THENCE N 88°21'35" E, 74.29 feet along the south line thereof to a point for corner;

THENCE continuing along the south line thereof, around a tangent curve to the left having a central angle of 39°16'48", a radius of 300.00 feet, a chord of N 68°43'11" E - 201.67 feet, an arc length of 205.67 feet;

THENCE N 49°04'47" E, 295.07 feet continuing along the south line thereof to a point for corner;

THENCE N 52°28'44" E, 206.48 feet departing said line, through said VP Windsong Operations tract, to a point on the south line of said Smiley Road tract;

				R.O.W. EXHIBIT	
				PARVIN ROAD	
				TOWN OF PROSPER	
				DENTON COUNTY, TEXAS	
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# EXHIBIT "C"

THENCE continuing along the south line thereof, around a non-tangent curve to the right having a central angle of 12°22'10", a radius of 1000.00 feet, a chord of N 64°14'20" E - 215.47 feet, an arc length of 215.89 feet to a point for the most easterly corner of said Smiley Road tract, and being the southwest corner of a tract conveyed to Salvador Buentello by deed recorded in Volume 2633, Page 648, Deed Records, Denton County, Texas;

THENCE along the south line thereof, the following:

N 70°25'25" E, 81.55 feet to a point for corner;

N 74°05'38" E, 206.69 feet to a point for corner;

N 77°42'53" E, 111.46 feet to a 3/8" iron rod found for corner;

N 03°03'58" E, 18.13 feet to a 5/8" iron rod with plastic cap found for corner;

And N 89°11'27" E, passing the southeast corner of said Buentello tract and the southwest corner of a tract conveyed to Donna Jackson, recorded in Document No. 2004-86324 OPRDCT, and continuing along the south line thereof a total distance of 499.74 feet to a PK nail found;

THENCE departing said line, through said VP Windsong Operations tract, the following:

S 00°48'33" E, 47.14 feet;

S 85°28'05" W, 462.77 feet;

A tangent curve to the left having a central angle of 32°59'21", a radius of 890.00 feet, a chord of S 68°58'24" W - 505.39 feet, an arc length of 512.44 feet;


S 52°28'44" W, 473.73 feet;

A tangent curve to the right having a central angle of 37°51'46", a radius of 1010.00 feet, a chord of S 71°24'37" W - 655.36 feet, an arc length of 667.44 feet;

And N 89°39'30" W, 493.51 feet to the east line of said Ninemire tract;

THENCE N 00°15'22" W, 70.46 feet along the east line thereof to the POINT OF BEGINNING with the subject tract containing 245,800 square feet or 5.643 acres of land.

PAGE 2 OF 4

				R.O.W. EXHIBIT	
				PARVIN ROAD	
				TOWN OF PROSPER	
				DENTON COUNTY, TEXAS	
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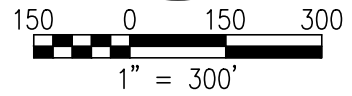
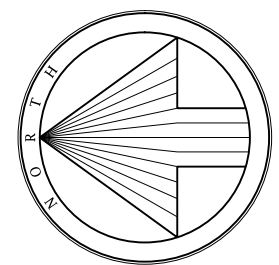
**J. MCKIM  
SURVEY  
ABSTRACT  
NO. 889**

**SMILEY ROAD**

Salvador Buentello  
Vol. 2633, Pg. 648 DRDCT

Donna Jackson  
Doc. No. 2004-86324  
OPRDCT

**A. ROBERTS SURVEY  
ABSTRACT NO. 1115**



Basis of bearing: State Plane  
Coordinate System, North Texas  
Central Zone 4202, North  
American Datum of 1983.  
Adjustment Realization 2011.

Smiley Road, Ltd.  
Doc. No. 2006-15660 OPRDCT

Brice Jackson, et al  
Vol. 4910, Pg. 2975 DRDCT

Smiley Road, Ltd.  
Doc. No. 2017-120458  
OPRDCT

**R.O.W. Exhibit  
5.643 Ac.  
(245,800 S.F.)**

**B. RUE SURVEY  
ABSTRACT NO. 1113**

VP Windsong Operations LLC  
Doc. No. 2018-142926 OPRDCT

**PARVIN ROAD**

**GOOD HOPE ROAD**

Jo Lynn Carey Ninemire, et al  
Doc. No. 2014-16824 OPRDCT

1/2" CIRF  
"SPIARSENG"  
(CM)

N 00°15'22" W  
550.80'

**P.O.B.**

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**R.O.W. EXHIBIT C**

**PARVIN ROAD**

**TOWN OF PROSPER**

**DENTON COUNTY, TEXAS**


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Line Table		
Line #	Bearing	Distance
L1	S 89°39'30" E	359.53'
L2	N 88°21'35" E	74.29'
L3	N 49°04'47" E	295.07'
L4	N 52°28'44" E	206.48'
L5	N 70°25'25" E	81.55'
L6	N 74°05'38" E	206.69'
L7	N 77°42'53" E	111.46'
L8	N 03°03'58" E	18.13'
L9	N 89°11'27" E	499.74'
L10	S 00°48'33" E	47.14'
L11	S 85°28'05" W	462.77'
L12	S 52°28'44" W	473.73'
L13	N 89°39'30" W	493.51'
L14	N 00°15'22" W	70.46'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	23.06'	75.00'	17°36'46"	N 55°48'57" E	22.96'
C2	121.84'	425.00'	16°25'31"	N 72°50'06" E	121.42'
C3	202.03'	890.00'	13°00'22"	N 83°50'19" E	201.59'
C4	205.67'	300.00'	39°16'48"	N 68°43'11" E	201.67'
C5	215.89'	1000.00'	12°22'10"	N 64°14'20" E	215.47'
C6	512.44'	890.00'	32°59'21"	S 68°58'24" W	505.39'
C7	667.44'	1010.00'	37°51'46"	S 71°24'37" W	655.36'

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765 Custer Road, Suite 100 • Plano, TX 75075 • (972) 422-0077  
 TBPE No. F-2121 • TBPLS No. F-10043100

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ED	DKB	#####	12/18/19	19-164

**R.O.W. EXHIBIT**

**PARVIN ROAD**

**TOWN OF PROSPER**

**DENTON COUNTY, TEXAS**

