

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and 104 Prosper and 310 Prosper, Prosper Hollow LP and Paramount Soft LP, DD Brookhollow LLC, and 55 Prosper (collectively, “Owners”), with the Town and Owners collectively referred to as “Parties,” to be effective on the date last executed by any of the Parties (the “Effective Date”).

**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**, Owners are developing an approximate 277.6-acre tract of land generally located on the north side of U.S. Highway 380, west of Custer Road, in the Town, to be known as Rutherford Creek, more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, the Property was rezoned by the Town Council on or about May 10, 2022, by Ordinance No. 2022-\_\_\_\_, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in said Ordinance, as may be amended, and/or this Development Agreement, to recognize Owners’ reasonable investment-backed expectations in the development of the Property, as may be amended, and as more fully described herein; and

**WHEREAS**, subject to the terms of this Agreement, Owners agree and acknowledge that they will not lease, sell or otherwise permit or authorize on Lots 2, 3 and/or 4 of the Property any business enterprises engaging in those businesses referenced in Paragraph 1, below.

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

entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

**2. Building Materials and Architectural Features.** For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials and Architectural Features," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement.

**3. 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 Owners and their 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.

**4. Applicability of Town Ordinances.** Owners shall construct all structures on the Property in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

**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.

**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 Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin 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: 250 W. First Street  
P.O. Box 307  
Prosper, Texas 75078  
Attention: Town Secretary

If to 104 Prosper or 310 Prosper: 5850 Granite Parkway, Suite  
100 Plano, Texas 75024  
Attention: Jim Williams

If to Prosper Hollow LP  
or Paramount Soft LP: 826 Mango Court  
Coppell, Texas 75019  
Attention: Vijay Borra

If to DD Brookhollow LLC: 403 Corporate Center Drive  
Stockbridge, Georgia 30281  
Attention: Lance Chernow

If to 55 Prosper: 3794-C Highway 67 West  
Glen Rose, Texas 76043  
Attention: B.F. Hill

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 or pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

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. Owners warrant and represent that the individual executing this Agreement on behalf of each Owner has full authority to execute this Agreement and bind each 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. 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 non-binding mediation.

**14. Notification of Sale or Transfer; Assignment of Agreement.** Owners have 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 any 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 said 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 any Owner shall release said Owner from any liability that resulted from an act or omission by said Owner that occurred prior to the effective date of the assignment. Each Owner shall maintain true and correct copies of all assignments made by said Owner to any Assignee, including a copy of each executed assignment and the Assignee's Notice information.

**15. 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.

**16. 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.

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

18. **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 or pdf signature will also be deemed to constitute an original.

19. **Exactions/Infrastructure Costs.** Owners have been represented by legal counsel in the negotiation of this Agreement and been advised or have had the opportunity to have legal counsel review this Agreement and advise such Owners regarding Owners' rights under Texas and federal law. Owners hereby waive 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, if any, required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owners specifically reserve any right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owners hereby release 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, if any, imposed by this Agreement as of the Effective Date.

20. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to the improvements constructed on the Property pursuant to this Agreement and the building materials and architectural features referenced in Paragraph 2, Owners hereby waive any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

21. **Rough Proportionality.** Owners hereby waive any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements, if any, imposed by this Agreement as of the Effective Date. Owners 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 infrastructure requirements, if any, imposed by this Agreement as of the Effective Date.

22. **INDEMNIFICATION.** TO THE EXTENT ALLOWED BY LAW, OWNERS AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM OWNERS' PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY THEIR NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ANY OF THEIR RESPECTIVE OFFICERS, AGENTS,

**EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM ANY OWNER IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

**23. Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by any Owner in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of it's own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Owners' obligation to defend the Town or as a waiver of Owners' obligation to indemnify the Town pursuant to this Agreement. Owners shall retain Town-approved defense counsel within ten (10) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

**24. Survival.** Paragraph 22, "Indemnification," and Paragraph 23, "Approval of Counsel," shall survive the termination of this Agreement.

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

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

**27. 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 Owners of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**28. 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.

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

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

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

Name: David F. Bristol

Title: Mayor, Town of Prosper


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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by David F. Bristol, Mayor of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

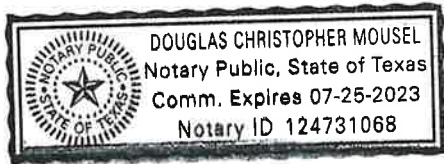
**OWNERS:**

**104 PROSPER, LP AND 310 PROSPER, LP**

By:   
Jim Williams, Jr.

STATE OF TEXAS       )  
                                  )  
COUNTY OF Collin    )


This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2022, by Jim Williams, Jr., in his capacity as Chairman of 104 Prosper, LP and 310 Prosper, LP, Texas limited partnerships, 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: 7-25-23

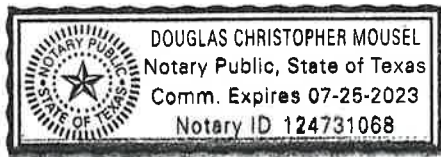


PROSPER HOLLOW LP & PARAMOUNT  
SOFT LP

By:   
Vijay Borra

STATE OF TEXAS     )  
                                  )  
COUNTY OF Collin    )

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2022, by Vijay Borra, in his capacity as Manager of Prosper Hollow LP and Paramount Soft LP, both a Texas limited partnership, 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: 7-25-23

**DD BROOKHOLLOW, LLC**

By: Davis Development, Inc., its Manager

By: \_\_\_\_\_  
Fred S. Hazel, Vice President

STATE OF GEORGIA     )  
  )  
COUNTY OF HENRY     )

This instrument was acknowledged before me on the 8 day of July, 2022, by Fred S. Hazel, in his capacity as Vice President of Davis Development, Inc., Manager of DD Brookhollow LLC, a Georgia 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.



Megan M Lanz  
Notary Public, State of Georgia  
My Commission Expires: June 13, 2025

55 PROSPER, LP

By: B.F. Hill  
B.F. Hill

STATE OF TEXAS )  
 )  
COUNTY OF SOMERVELL )

This instrument was acknowledged before me on the 27 day of JULY, 2022, by B.F. Hill, in his capacity as MANAGER of 55 Prosper, LP, a Texas limited partnership, 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.



Carlyn Heugatter  
Notary Public, State of Texas  
My Commission Expires: 9-12-2025

**EXHIBIT A**  
**(Property Description)**

**EXHIBIT B**  
**(Building Materials and Architectural Features)**

## **SINGLE-FAMILY RESIDENTIAL TRACT 1 (±169.8 ACRES)**

### **Architectural Design Standards and Building Materials for Single-Family West of the Spine Road:**

#### **1. Architecture:**

The exterior of homes shall be designed to be reflective of a traditional architectural style such as French Country or Provincial, English Cottage, Colonial, Tudor, Tuscan, Texas Hill Country/Texas Tuscan, Mediterranean, or Spanish. Transitional interpretations of the aforementioned architectural styles will also be permitted. Modern architecture is prohibited. While a variety of architectural styles are permitted, architectural continuity shall be provided through traditional architectural style and the use of complementary materials, as well as architectural diversity through variation of hip and gable roofs, roof pitch, building offsets, garage entrances, garage sizes, etc. While each home should complement adjacent structures, every home should have a unique identity through the use of detailing such as cast stone, wrought iron, window treatments, dormers, turrets, flat work, tree placement, brick details, natural stone, combining brick and natural stone, gas lights, landscape illumination, etc. Use of features such as the use of wood timbers, finials, decorative cornices, copper vents, cast stone decorative features, paint grip sheet metal, copper guttering and European architectural details shall be used to individualize each residence.

#### **2. Exterior Materials & Detailing:**

- 2.1 With the exception of dormers and Mediterranean or Spanish style homes constructed of stucco, exterior materials shall be 100% masonry (defined as brick, stone, and cast stone) on all walls visible from any street and 80% masonry on each individual non-visible side and rear elevations. All exposed portions of the fire breast, flu and chimney shall be clad in brick, stone or brick and stone, matching the materials used on the residence. With the exception of Transitional homes, all window headers and sills which are visible from the street or common areas shall be constructed of cast stone, natural stone, decorative shaped brick or a combination thereof. All windows will have a least six inches (6") of exterior material between the header and fascia board. No Exterior Insulation and Finish Systems (E.I.F.S.) are permitted on any exterior elevation or chimney.
- 2.2 The entire structure shall be guttered with downspouts. All gutter and downspouts on the front of the house and any side that faces a street or common area shall be molded form of smooth round material. Gutters shall not drain across property lines.
- 2.3 All windows visible from streets and publicly accessible open space shall be casement divided lite windows.

- 2.4. Each structure shall have a minimum principal plate height of 10 feet (10') on the first floor and a minimum plate height of 9 feet (9') on garages.
- 2.5. A uniform house number style, house number locations, and mailbox style will be selected by the developer and implemented by the homebuilders.
- 2.6. Stone selections shall be either Granbury, Millsap, Leuders, Limestone, Auston Chalk, or similar as approved by the developer.
- 2.7. Cast Stone shall be light brown, white or cream in color with or without pitting.
- 2.8. Electrical meters shall be screened from the view of the street or common areas by solid fencing or landscape material.

### **3. Roofing:**

- 3.1. All roofs for French Country / European architectural style homes shall have a minimum slope of 12:12 roof pitch on any front and side visible from a street or a common area and a minimum slope of 8:12 roof pitch for rear and sides not visible from a street or a common area. Roof sections of less pitch are permitted for Texas Tuscan / Texas Hill Country and Transitional architectural style homes. Satellite Dishes shall not be installed in locations visible from the street, common areas or other residences. Solar Collectors, if used, must be integrated into the building design and constructed of materials that minimize their visual impact.
- 3.2. Roof material shall be standing seam copper, approved standing seam metal, natural slate shingles, imitation slate shingles, clay or concrete tile, or composition 30-year laminated shingles.
- 3.3. Roof forms shall be limited to gables, hip, Dutch hip or gable, or shed (in conjunction with Texas Hill Country homes).

### **4. Walls / Fencing / Screening:**

- 4.1. The following fence requirements are applicable to single-family lots.
  - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Masonry wing walls may also be used. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve inches (12") to eighteen inches (18") greater than the fence and the width of the corner column shall be ten inches (10") to twelve inches (12").

- b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with steel posts and be a minimum of six-foot (6') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between the side yard wood fence and a wrought iron or tubular steel fence constructed across the front side yard or along the rear property line.
  - c. Rear: Where a rear yard of one lot abuts the rear yard of another lot, fences shall be board-on-board, stained, and weather-treated with steel posts and be a minimum of six feet (6') in height. Where lots back to streets, no fence shall be constructed parallel to a wrought iron or tubular steel fencing along the rear of the lot.
  - d. Fencing Adjacent to Parks, HOA Open Space, and/or Hike and Bike Trails: Where lots side or back to parks, HOA open space, and/or hike and bike trails, fencing abutting the park, HOA open space, and/or hike and bike trail shall be a four-foot (4') black wrought iron or tubular steel fence. The design of the fence shall be selected by the developer and implemented by the homebuilders.
  - e. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
- 4.3. Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots by solid screening walls that match the residence material, a redwood or cedar fence, or landscaping.
- 4.4. Retaining walls built or abutting front yards, side yards facing a greenbelt, or rear yards within a greenbelt shall be constructed of mortar-jointed brick matching the residence or mortar-jointed Millsap stone. For retaining walls in other locations, concrete and rock shall be allowed.

## **5. Garages / Driveways / Walkways:**

All front entry driveways and sidewalks and steps leading from the public sidewalk or front driveway to the front door shall be constructed of brick pavers, stone, interlocking pavers, exposed aggregate with brick or stone borders, or stamped or salt finished concrete with brick or stone borders.



## **Architectural Design Standards and Building Materials for Single-Family East of the Spine Road:**

### **1. Architecture:**

Architectural continuity is to be provided through traditional architectural style and the use of complementary materials, as well as architectural diversity through variation of hip and gable roofs, roof pitch, building offsets, garage entrances, garage sizes, etc. While each home should complement adjacent structures, every home should have a unique identity through the use of detailing such as cast stone, wrought iron, window treatments, dormers, turrets, flat work, tree placement, brick details, natural stone, combining brick and natural stone, gas lights, landscape illumination, etc.

### **2. Exterior Materials & Detailing:**

- 2.1 With the exception of dormers and stucco homes, exterior materials shall be 100% masonry (brick, stone, and cast stone) on all walls facing any street, and 80% masonry on each (non-cumulative) remaining side and rear elevations. All exposed portions of the fire breast, flu and chimney shall be clad in brick, stone, brick and stone, or stucco. No Exterior Insulation and Finish Systems (E.I.F.S.) are permitted on any exterior elevation or chimney.
- 2.2 The entire structure shall be guttered with downspouts. Gutters shall not drain across property lines.
- 2.3 Each structure shall have a minimum principal plate height of 10 feet (10') on the first floor and a minimum plate height of 9 feet (9') on garages.
- 2.4 A uniform house number style, house number locations, and mailbox style will be selected by the developer and implemented by the homebuilders.
- 2.5 Stone selections shall be either Granbury, Millsap, Leuders, Limestone, Auston Chalk, or similar as approved by the developer.
- 2.6 Cast Stone shall be light brown, white or cream in color with or without pitting.
- 2.7 Electrical meters shall be screened from the view of the street or common areas by solid fencing or landscape material.

### **3. Roofing:**

- 3.1 All roofs shall have a minimum slope of 10:12 roof pitch on any side visible from a street or a common area and a minimum slope of 8:12 roof pitch for

rear and sides not visible from a street or a common area. Roof sections of less pitch are permitted for Texas Tuscan / Texas Hill Country and Transitional architectural style homes. Satellite Dishes shall not be installed in locations visible from the street, common areas or other residences. Solar Collectors, if used, must be integrated into the building design and constructed of materials that minimize their visual impact.

- 3.2. Roof material shall be standing seam copper, approved standing seam metal, natural slate shingles, imitation slate shingles, clay or concrete tile, or composition 30-year laminated shingles.
- 3.3. Roof forms shall be limited to gables, hip, Dutch hip or gable, or shed (in conjunction with Texas Hill Country homes).

#### **4. Walls / Fencing / Screening:**

4.1. The following fence requirements are applicable to single-family lots.

- f. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6') black wrought iron or tubular steel fence. Masonry wing walls may also be used. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve inches (12") to eighteen inches (18") greater than the fence and the width of the corner column shall be ten inches (10") to twelve inches (12").
- g. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with steel posts and be a minimum of six feet (6') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between the side yard wood fence and a wrought iron or tubular steel fence constructed across the front side yard or along the rear property line.
- h. Rear: Where a rear yard of one lot abuts the rear yard of another lot, fences shall be board-on-board, stained, and weather-treated with steel posts and be a minimum of six feet (6') in height. Where lots back to streets, no fence shall be constructed parallel to a wrought iron or tubular steel fencing along the rear of the lot.
- i. Fencing Adjacent to Parks, HOA Open Space, and/or Hike and Bike Trails: Where lots side or back to parks, HOA open space, and/or hike and bike trails, fencing abutting the park, HOA open space, and/or hike and bike trail shall be a four-foot (4') black wrought iron

or tubular steel fence. The design of the fence shall be selected by the developer and implemented by the homebuilders.

- j. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.

4.3. Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots by solid screening walls that match the residence material, a redwood or cedar fence, or landscaping.

4.4. Retaining walls built or abutting front yards, side yards facing a greenbelt, or rear yards within a greenbelt shall be constructed of mortar-jointed brick matching the residence or mortar-jointed Millsap stone. For retaining walls in other locations, concrete and rock shall be allowed.

## **5. Garages / Driveways / Walkways:**

All front entry driveways and sidewalks and steps leading from the public sidewalk or front driveway to the front door shall be constructed of brick pavers, stone, interlocking pavers, exposed aggregate, or stamped or salt finished concrete with brick or stone borders.

**ARCHITECTURAL DESIGN STANDARDS AND BUILDING MATERIALS MIXED-USE  
TRACT 2 (±24.8 ACRES), TRACT 3 (±36.2 ACRES), AND TRACT 4 (±25.2 ACRES)**

**1. Exterior Façade Building Materials for Townhouse Structures**

All buildings within a townhouse development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass, exterior wood or similar materials or any combination thereof. The use of wood as a primary exterior building material shall be limited to a maximum of fifteen percent (15%) of the total exterior wall surfaces.

**2. Exterior Façade Building Materials for Multi-Family Structures**

All buildings within a multi-family development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass, exterior wood or similar materials or any combination thereof. The use of wood as a primary exterior building material shall be limited to a maximum of fifteen percent (15%) of the total exterior wall surfaces.

**3. Exterior Façade Building Materials for Non-Residential Structures**

All main buildings shall have an exterior finish of stone, stucco, brick, tile, concrete, glass, exterior wood or similar materials or any combination thereof. The use of wood as a primary exterior building material shall be limited to a maximum of twenty percent (20%) of the total exterior wall surfaces.