

**SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN WALLER COUNTY, TEXAS AND
TNHC TEXAS LLC
FOR CAMERON PRAIRIE SUBDIVISION**

This Subdivision Development Agreement with attached exhibits (“Agreement”) is entered into by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and TNHC Texas LLC (“Developer”), a Delaware limited liability company, registered with the Texas Secretary of State to conduct business in Texas, for the Cameron Prairie subdivision. County and Developer are sometimes referred to herein collectively as “the Parties” and individually as “a Party”.

Recitals

WHEREAS, Developer intends to purchase approximately 377.7 acres of real property located in Waller County, Texas, which is more particularly described by metes and bounds in Exhibit A and which will be developed into the Cameron Prairie subdivision (“Developer’s Property” or “Project”); and

WHEREAS, Developer desires to develop the Developer’s Property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. detailed in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) with the variances approved by the County (Exhibit D); and

WHEREAS, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, County desires that the Project be developed on the Developer’s Property

and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of certain variances needed to facilitate the development of Developer's Property, Developer agrees to complete the development subject to certain construction and development standards.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and its Exhibits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INTEGRATION OF RECITALS.** The Parties agree that the foregoing recitals are true and accurate and constitute matters agreed to herein, and that the recitals are made a part hereof for all purposes.
2. **PURPOSE.** The purpose of this Agreement is to provide for the responsible construction of the appropriate and necessary infrastructure for the subdivision. The Parties shall coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, and D. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property. The County agrees to allow the Developer to develop the Developer's Property in accordance with the County's development regulations on the date hereof as modified by the terms of this Agreement, as more particularly described in Exhibits A -D and will approve all plats, plans, and permits and any other County approval provided the applications therefore.
3. **ASSIGNMENT.** The Parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its Exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from

Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a party other than an Affiliate shall require the written agreement of County. For the purposes of this Agreement, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (c) a land banking entity to which the Developer has a contractual right to repurchase finished lots or all or a portion of the Property from the land banking entity; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

4. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any Exhibits, must be in writing and signed by both Parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by both Parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.
5. **COVENANT RUNNING WITH THE LAND.** Effective upon the Developer's acquisition of the Developer's Property, this Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas after the Developer's acquisition of the Developer's Property.

6. **VESTED DEVELOPMENT RIGHTS.** Upon the mutual execution of this Agreement, County and Developer agree that the covenants, agreements, and privileges regarding the development of Developer's Property between County and Developer as set forth in this Agreement and its Exhibits (the "Development Rights") shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date.
7. **VARIANCES.** County has granted the variances set forth in Exhibit D prior to the execution and approval of this Agreement. As such, the granted variances are included in the vested Development Rights regarding the development of the Developer's Property under this Agreement.
8. **DEFAULT.** No Party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from the other Party, during which time the defaulting Party may cure the default. Absent *force majeure* or a written extension of the cure period signed by both Parties, if the default is not cured within the thirty-day cure period, the non-defaulting Party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.
9. **NOTICES.** All notices for this Agreement shall be in writing and may be effected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other Party in accordance with this section.

Notices mailed to County:

County Judge

425 FM 1488, Ste. 106
Hempstead, Texas 77445

Notices mailed to Developer:

TNHC TEXAS, LLC
Attn: Jennifer G. Keller
24275 Katy Freeway, Suite 325
Katy, Texas 77494
Phone: (346) 355-8355
Email: JKeller@NewHomeCo.com

With a Copy To:

Weycer, Kaplan, Pulaski & Zuber, P.C.
Attn: Duke Keller, Jr.
24 Greenway Plaza, Suite 2050
Houston, Texas 77046
Phone: (713) 341-1174
Fax: (713) 961-5341
Email: dkeller@wkpz.com

10. **AUTHORITY FOR EXECUTION.** The Waller County Commissioners Court is the contracting authority for County. The County hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with County ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the article of incorporation and bylaws or partnership agreements of such entities

12. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Agreement and its Exhibits that specify a time for performance; provided, however, that this shall not be construed to limit or deprive a party of the benefits that it may have pursuant to any lawful excuse for delay under this Agreement.

13. **FORCE MAJEURE.** In this Agreement, *force majeure* shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the Parties that impact a Party's ability to perform in a timely manner with the provisions of this Agreement. If a Party is wholly or partially unable to perform its obligations under this Agreement due to *force majeure*, then such Party shall

give written notice to the other Party within ten (10) days of the occurrence of a *force majeure* event. While a *force majeure* event may delay or postpone a Party's obligations during the continuance of an inability to perform, a *force majeure* event will not waive or alter the substance of a Party's obligations under this Agreement. The Party claiming *force majeure* shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

14. **TERMINATION.** This Agreement is terminable by either Party if the Developer, or an entity managed by New Home Co. does not acquire the Developer's Property within 180 days of the effective date of this Agreement. Furthermore, the County, at its option and after providing notice and opportunity to cure as provided in Section 8, may terminate this Agreement if the Developer has not commenced construction of public infrastructure to serve the initial phase of the development of the Developer's Property within 3 years of the Effective Date.

15. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

16. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall lie exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

17. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership between the Parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

18. NO THIRD-PARTY BENEFICIARIES. This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a Party to this Agreement. The rights and obligations contained in this Agreement are the personal obligations of Developer and are not covenants that run with the land until the Developer has acquired title to the Property.

19. GOVERNMENTAL VERIFICATIONS. Developer hereby verifies, in compliance with Section 2270.002 of the Texas Government Code, that it does not boycott Israel and that it will not boycott Israel during the term of this Agreement. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Developer hereby verifies, in compliance with Section 2274.002 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. “Discriminate against a firearm entity or firearm trade association” means refusing to engage in the trade or any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; refraining from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminating an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Developer hereby verifies, in compliance with Section 2276.002 of the Texas Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or

otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or does business with such a company.

Developer hereby represents, in compliance with Section 2252.152 of the Texas Government Code, that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, or other affiliates is a company identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contacts with or who provides supplies or services to a foreign terrorist organization, Sudan, or Iran.

20. INCORPORATION AND ORDER OF PRECEDENCE. The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) Exhibit D, 3) Exhibit A, 4) Exhibit B, then 5) Exhibit C.

21. DISCLOSURE OF INTERESTED PARTIES. Developer hereby affirms that it is required to electronically file Form 1295 with the Texas Comptroller, a disclosure of interested parties, prior to the execution and approval of this Agreement.

22. EFFECT OF STATE AND FEDERAL LAWS. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, the
“Effective Date” of which is the date this Agreement is signed by the last Party to sign.

[EXECUTION PAGES TO FOLLOW.]

WALLER COUNTY

a political subdivision of the State of Texas

Carbett “Trey” J. Duhon III
County Judge

Date: _____

State of Texas §

§

County of Waller

§

This instrument was acknowledged before me on the _____ day of _____,
2025____ by Carbett “Trey” J. Duhon III, Waller County Judge, on behalf of Waller County,
Texas, a political subdivision of the State of Texas.

Notary Public, State of Texas

TNHC TEXAS, LLC

a Delaware limited liability company,

By: _____

Jennifer Keller

President, Houston Division

State of _____ §

§

County of _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____ by Jennifer Keller, the President, Houston Division, of TNHC TEXAS LLC, a Delaware
limited liability company.

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A

Real Property Description

County: Waller
Project: 21-610 Sorsby 377
Job No. 210405
MBS No. 21-461 (Revised)

FIELD NOTES FOR 377.728 ACRES

Being a tract containing 377.728 acres of land, located in the Nathan W. Bush Survey, Abstract Number 76 and the B.B.B. & C.R.R. Co. Survey, Abstract Number 93 in Waller County, Texas; said 377.728 acre tract being a call 377.77 acre tract recorded in the name of Cathy L. Sorsby in Waller County Clerk's File (W.C.C.F.) Number 2100329; said 377.728 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

BEGINNING at a 5/8-inch capped iron rod stamped "Jones/Carter" found at the lower southeasterly corner of said 377.77 acre tract and being on the northerly line of Cameron Road (40-feet wide as improved and occupied);

Thence, with the northerly line of said Cameron Road, South 87 degrees 22 minutes 02 seconds West, a distance of 7964.88 feet to a 5/8-inch capped iron rod stamped "Jones/Carter" found at the lower southwesterly corner of aforesaid 377.77 acre tract;

Thence, with the westerly line of said 377.77 tract, North 02 degrees 19 minutes 35 seconds West, a distance of 418.00 feet to a 5/8-inch capped iron rod stamped "Jones/Carter" found at an internal corner of said 377.728 acre tract;

Thence, with the southerly line of said 377.77 acre tract, South 87 degrees 22 minutes 02 seconds West, a distance of 416.70 feet to a 5/8-inch capped iron rod stamped "Jones/Carter" found at a southwesterly corner of said 377.77 acre tract and being on the easterly line of Flukinger Road (50-feet wide as improved and occupied);

Thence, with the easterly line of said Flukinger Road, North 02 degrees 11 minutes 38 seconds West, a distance of 637.91 feet to an 8-inch wood fence post found at the southwesterly corner of a call 110.00 acre tract recorded in the name of Prairie View A&M University (Waller County Appraisal District Number 12624, no deed of record found) and a northwesterly corner of aforesaid 377.77 acre tract;

Thence, with the southerly line of aforesaid 110.00 acre tract, North 87 degrees 09 minutes 53 seconds East, a distance of 1848.89 feet to a 1/2-inch iron pipe found at the southeasterly corner of said 110.00 acre tract and an internal corner of aforesaid 377.77 acre tract;

Thence, with the easterly line of aforesaid 110.00 acre tract, North 07 degrees 10 minutes 34 seconds East, a distance of 1191.47 feet to a 6-inch cedar fence post found at the southwesterly corner of a call 100.00 acre tract recorded in the name of William Bascom Sorsby and Alice Sorsby McGuffie in Volume 253, page 899 of the Waller County Deed Records (W.C.D.R.) and a northwesterly corner of aforesaid 377.77 acre tract;

Thence, with the northerly line of said 377.728 acre tract, North 86 degrees 27 minutes 32 seconds East, a distance of 5970.74 feet to the southeasterly corner of a call 7.399 acre tract recorded in the name of Alice Sorsby McGuffie in Volume 334, page 585 of the W.C.D.R., the northeasterly corner of aforesaid 377.728 acre tract and on the westerly Right-of-Way (R.O.W.) line of F.M. 362 (80-feet wide) as record-

ed in Volume 117, Page 262 of the W.C.D.R., from which a found 3/8-inch iron rod bears North 70 degrees 16 minutes 07 seconds East, a distance of 0.87 feet;

Thence, with said R.O.W. line, South 22 degrees 03 minutes 23 seconds East, a distance of 1845.66 feet to a 5/8-inch capped iron rod stamped "Jones/Carter" found at a southeasterly corner of aforesaid 377.77 acre tract;

Thence, with the southerly line of said 377.77 acre tract, South 87 degrees 13 minutes 41 seconds West, a distance of 416.63 feet to a 5/8-inch capped iron rod stamped "Jones/Carter" found at an internal corner of said 377.77 acre tract;

Thence, with easterly line of said 377.77 acre tract, South 17 degrees 24 minutes 25 seconds East, a distance of 609.66 feet to the **Point of Beginning** and containing 377.728 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A LAND TITLE SURVEY FILED IN PROJECT NUMBER 210405 AT GBI PARTNERS.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
November 02, 2021
(Revised: 12/14/2021)

EXHIBIT B

**CAMERON PRAIRIE
PLAN OF DEVELOPMENT**

± 377.7 Acres

Prepared For:
TNHC TEXAS, LLC

PREPARED BY:



24285 Katy Freeway, Suite 525

Katy, TX 77494

February 2025

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I. INTRODUCTION

Cameron Prairie (the "Project") is a residential community consisting of approximately 377 acres located east of Flukinger Road in northern Waller County, just north of Waller's City limits, near the Waller/Harris County Line, north of Cameron Road, west of FM 362. The Project is wholly located within Waller County.

The Developer desires to construct a single-family residential community with the associated drainage and detention facilities, as well as neighborhood parks and landscape amenities. The development will include a mix of housing products and sizes for different ranges of the homeowner market.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of the property. The area of the PD is depicted on Exhibit B-1, Boundary Aerial Exhibit, and the conceptual land plan is depicted on Exhibit C, General Development Plan. (Exhibit C reflects the latest approved General Land Plan, which may be amended from time to time throughout the life of the project in accordance with this PD.)

II. GENERAL PROVISIONS

The Project approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances or regulations of the County. The Project shall be governed by the County ordinances and regulations in effect as of the effective date of this Development Agreement, except to the extent the County ordinance or regulation conflicts with this Development Agreement.

In addition to the text of the Plan of Development, the Project shall be developed in accordance with the following supplemental exhibits that are attached to and made a part of this PD. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.

- Exhibit B-1: Boundary Aerial Exhibit
- Exhibit B-2: Street Classification Exhibit
- Exhibit B-3: Landscape and Open Space Plan
- Exhibit B-4: Fence Exhibit
- Exhibit B-5: Cameron Road Offsite ROW

A homeowners' association shall be established and made legally responsible to maintain all common areas, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District (MUD) shall be maintained by said District.

The homeowners' association shall establish and enforce restrictions regarding on-street parking on residential streets.

The following minor modifications of the Development Agreement are allowed:

1. Modifications to internal street patterns are allowed.
2. Modifications to the proposed land uses and location of proposed land uses set forth in this PD document text and the attached Exhibits are permitted to address market conditions.
3. Modifications to lot sizes are allowed provided that such lots shall adhere to the minimum lot frontage regulations and the maximum number of dwelling units set forth in this document.

III. LAND USES

The primary land use of the Project shall be residential lots. The maximum number of single-family lots shall not exceed 1,500 (one thousand five hundred) lots. All lots are designed as single-family lots, unless otherwise or subsequently approved by Commissioners Court; however, this shall not preclude the addition of an Accessory Dwelling Unit (including but not limited to garage apartments, mother-in-law suites, etc) within an individual lot.

Land shall be dedicated for neighborhood parkland accessible to all residents within the boundary of the Project. Exhibit B-3, Landscape and Open Space Plan, generally illustrates the proposed parkland within the Project. The neighborhood parkland shall be owned and maintained by the homeowners' association, community association, or municipal utility district of the Project, not Waller County, unless said responsibilities are later exchanged by separate agreement.

Landscape and open space reserves throughout the Project may have additional man-made improvements provided by the developer, such as hiking/running trails, benches, or shelters that facilitate an active human recreational role. These areas will not be considered a part of the neighborhood parkland area but shall count towards Compensating Open Space as described in Exhibit B-5.

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of a residential community are also included in the Project. These shall be governed by the appropriate rules of Waller County and the State of Texas, as applicable, and must be in accordance with the approved drainage plan (not a part of this document).

IV. DEVELOPMENT REGULATIONS

The Project shall comply with all Waller County subdivision and development regulations in effect at the time that the Development Agreement is enacted, except as provided herein.

1. Roadway Design

Roadways within the PD shall be developed in accordance with the following regulations.

1. Primary Entry Streets –streets that are not designated as collectors per Waller County's Major Throughfare Plan, but which function as primary access streets into the Project. These streets are identified on Exhibit B-2 and shall meet the following requirements:
 - a. minimum 80'-wide ROW

- b. minimum 32'-wide paving with curb and gutter cross-section.
 - i. The Developer may provide a boulevard cross-section or paving wider than 32' at their discretion.
 - c. minimum centerline radius shall be 600'.
 - d. Any connection to a major throughfare that is less than 300' in length shall be considered a local street.
- 2. Internal Circulation Streets – internal streets that guide residents to and through the project, generally classified as local streets. Such streets are identified on Exhibit B-2 and shall meet the following requirements:
 - a. 60' minimum ROW width
 - b. 28'-wide minimum concrete paving with a curb and gutter cross-section
 - i. The Developer may provide a boulevard cross-section or paving wider than 28' at their discretion.
 - c. 300' minimum centerline radius
- 3. Local Streets – internal streets which primarily provide access to individual lots, or which guide residents between lots and collector streets within the development. Any internal street not identified on Exhibit B-2 as a higher classification shall be considered a Local Street.
 - a. 50' minimum ROW width
 - b. 28' minimum concrete paving width in a curb and gutter cross-section
 - c. 250' minimum centerline radius
- 4. Cul-de-Sac and Knuckle Geometry
 - a. Minimum 50' paving radius
 - b. Minimum 60' ROW radius
 - c. Center point of bulb on cul-de-sac or knuckle may be offset from local street right-of-way centerline.

Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.
- 5. Off-Site Improvements

Off-site improvements may be made by the Developer or by the Municipal Utility District of the Project, both of which may make contributions to the proportionate share of improvements as applicable.

 - a. Cameron Road
 - i. Developer shall dedicate forty feet (40') of right-of-way (ROW) widening to Cameron Road, for that portion of Cameron Road adjacent to the Project (approximately 7,965'). Such widening shall be dedicated in phases as the adjacent portions of the Project are platted.

- ii. Developer shall make improvements to Cameron Road, such as installing turn lanes, as identified in the Traffic Impact Analysis (TIA). Timing of such improvements shall be in accordance with the TIA, and subject to the following:
 - 1. Developer will construct not more than 2 lanes of the future thoroughfare adjacent to the Property when required by the TIA.
 - iii. Developer will use all commercially reasonable efforts to coordinate the improvements to Cameron Road with the City of Waller when any portion of improvements are within city limits.
- b. Farm to Market (FM) 362
 - i. Developer shall not be obligated to dedicate right-of-way widening to FM 362 unless required by TXDOT.
 - ii. Access improvements for FM 362, if deemed necessary by the TIA, shall be coordinated with TXDOT and shall not be the responsibility of Waller County.
- c. Flukinger Road
 - i. The Developer shall dedicate thirty feet (30') of right-of-way (ROW) widening to Flukinger Road, for approximately 638' feet along the Project boundary. Right-of-way shall be dedicated when Developer plats the adjacent property or by deed if requested by the County in advance of platting.
 - ii. The Developer shall not be obligated to make any infrastructure improvements to Flukinger Road, provided however, Developer (or MUD) will pay to the County the then-estimated cost of the future expansion of ½ (east side) of Flukinger Road pavement improvements (approximately 638') on the earlier of (i) Developer platting its final section of lots in the Project; or (ii) the County providing notice to Developer of County having successfully acquired all ROW, completed design, and approved it for construction.
- d. Intersection Improvements and Signalization
 - i. FM 362 / Cameron Road
 - 1. Intersection improvements may be jointly coordinated between the Developer or MUD, Waller County, and TxDOT, if deemed necessary by the TIA. Developer or MUD will, either independently or jointly with other parties, provide funding for design and construction cost of the initial phase of the signal, in accordance with the recommendations of the then-current Cameron Prairie TIA, when the updated TIA study is completed and shows the need.

2. Developer will acquire, or arrange for the acquisition at its cost and expense, the right of way from the landowner at the northwest corner of Cameron Road and FM 362 as shown in Exhibit B-5, and dedicate such right of way to the County.
3. Developer is not obligated to acquire land for expansion of right-of-way except as provided above (Subsection d.i.2).

ii. Flukinger Road / Cameron Road

1. The Developer of the Project does not control any of the properties surrounding the Cameron Rd/Flukinger Rd intersection and is not obligated to acquire or provide any right-of-way for expansion of the intersection, it does not own.
 - a. Developer's (or MUD's) obligation shall be a payment in lieu of construction, proportionate to the Project's pro rata share and up to 33% of the design and construction cost of the signal project. Said payment shall be due at the time the County awards a construction contract for the signal improvements and the County requests said funds.
- e. Except as provided above, Developer shall provide improvements to existing external streets only if and when an approved Traffic Impact Analysis indicates that new traffic generated by the Project will adversely impact the existing Level of Service or will have an undue impact on the existing infrastructure. The County agrees that it will not withhold, condition or delay any approvals for the Project if the roadway improvements contemplated herein cannot be constructed as a result of i) lack of any third party right of way, or ii) failure of any other third party to timely fulfill a legal or contractual obligation related to the roadway improvements.

2. Points of Access

1. The Project shall ultimately provide a minimum of one connection to FM 362 and a minimum of two points of connection to Cameron Road. The internal street pattern shall connect these access points to each other within the development, using circuitous routes intended to minimize cut-through traffic on the internal local streets.
2. Construction of the various external connections and internal street patterns may be phased over time, except that the ultimate design shall not allow more than 150 lots to be limited or constricted to a single point of ingress and egress to the larger interconnected street network at project completion.
 - a. Streets with a boulevard cross section shall count as two points of access to the next cross-street intersecting the boulevard.
 - b. Temporary access easements may be provided if needed.

3. No residential lots shall have direct driveway access to FM 362, Cameron Road, or Flukinger Road.

3. Block Length and Intersection Spacing

- A. Block length and intersection spacing within the Project shall be determined based on the following:
 1. Drainage, Detention, and Amenity Lakes
 - a. Public street connections across and between the existing and proposed facilities used for drainage, detention, and amenity water features shall only be required as illustrated in Exhibit C, General Development Plan.
 2. Internal Streets
 - a. Except as provided above, each local street shall intersect with another local street, internal circulation street, or collector access street at least every 1,500 feet, measured from edge of right-of-way to edge of right-of-way.
 - b. Intersections along local streets shall be spaced a minimum of 70 feet apart, measured from edge of right-of-way to edge of right-of-way.

4. Single-Family Residential

Single-family home sites within the Project shall be developed in accordance with the following regulations.

- A. Lots
 1. The maximum number of lots shall not exceed 1,500 lots.
 2. The Minimum lot width shall be forty (40') feet, with the following conditions:
 - a. Not more than 30% of lots shall be 40.0' to 44.99' in width.
 - b. Maximum number of lots with width less than 50' shall not exceed 60% of the Project.
 - c. Measurement of lot width is to be taken at building line. The measurement of the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
 3. Developer will make three equal payments of \$43,333.33 upon final platting and issuing of permits for Lots 1, 501, 1,001, which funds will be used by the County for "Community Enhancements" such as park or engineering improvements in Precinct 3. Total payments to equal \$130,000.
 4. Maximum building coverage: Not more than sixty-five (65%) percent of a lot shall be covered by the home foundations, calculated as the ground covered by building structures, whether principle or accessory, out of the gross lot surface area.
 5. Minimum front yard building setback
 - a. Typical front yard setback – 25 feet

b. Cul-de-sac front yard setback – minimum 20 feet (cul-de-sac bulbs and knuckle bulbs) except as provided below:

- i. Setback shall be measured at the building line.
- ii. Where the cul-de-sac is surrounded entirely by lots (no landscape or other reserves), the lots fronting the knuckle/cul-de-sac shall have a dual building line: 20' for the principal structure, 25' for garages. The dual building line is not required on an open cul-de-sac where part of the curb is not encumbered by driveways.

6. Minimum side yard building setbacks:

- a. five-foot (5') setback for interior, non-corner lots and the non-street side of corner lots
- b. ten-foot (10') setback for exterior side yard for corner lots
- c. twenty-five-foot (25') garage setback if the garage door faces the side street
- d. Where a corner lot is separated from the side street by a landscape reserve, the five-foot (5') interior side setback shall apply to the lot from its side lot line and the side street shall have a five-foot (5') building setback line across the landscape reserve.

7. Minimum rear yard building setback:

- a. Ten feet (10') from the rear property line or to the edge of any rear lot utilities that restrict buildings, whichever is greater.

B. Shade Trees:

1. All lots shall have a minimum of one (1) shade tree, planted in the front yard.
2. In addition, for corner lots with frontage on a side street (not separated by a landscape reserve), one ornamental tree shall be required within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard or in the adjacent right-of-way, and can be before or behind the side fence.
3. Required shade trees must be a minimum of two and one-half (2-1/2) inches in caliper width and a minimum height of eight (8) feet tall as measured at the tree trunk from the ground as planted.

C. Parking:

1. Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:
 - a. Resident Parking: Vehicles of residents shall be parked in the resident's garage or driveway.
 - b. Guest parking: Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles

of service workers such as landscapers, construction workers, plumbers, etc., but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.

- c. Enforcement: The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

D. Screening and Perimeter Fencing:

- 1. Where residential lots are platted adjacent to FM 362:
 - a. A minimum six foot (6') tall brick or masonry perimeter fence shall be provided at the primary entrance on FM 362, along the back or side lot lines within 100' of the street intersection.
 - b. Except as provided in (a) above, a minimum six foot (6') tall, stained wood fence with masonry columns shall be provided:
 - 1. Along the back or side of all residential lot lines adjacent to FM 362, and
 - 2. Along side or rear lot fences adjacent to collector streets other than the primary entrance point, within 100' of the intersection with FM 362.
- 2. Where residential lots are platted adjacent to Cameron Road or Flukinger Road, a minimum six foot (6') tall, stained wood perimeter fence shall be installed along the back or side lot lines adjacent to said streets.
- 3. Perimeter fencing is generally illustrated on Exhibit B-4, Fence Exhibit.

5. Specialty Product

Residential Specialty products within the PD shall be developed in compliance with the following regulations:

- 1. Specialty products are allowed up to 20% of total lot count.
- 2. Specialty product shall include the following:
 - a. Townhome (attached or detached)
 - b. Patio Home (centered patio homes shall not be counted as specialty product)
 - c. Duplex
 - d. Cluster
 - e. Quads
 - f. Any new product that arises in the ever-evolving market trends.
- 3. Developer agrees that the minimum lot size of a specialty product lot within the Project shall be 3,000 square feet.
- 4. Specialty product will have its own described side setbacks—minimum 6 feet with maximum 10 feet total between units. Specialty products will also have a 20-foot minimum front yard building setback. All codes and regulations for fire

code shall be applicable as required per reduced side setbacks between structures.

V. PARKS, RECREATION, AND TRAILS

The Project shall provide a minimum of one (1) community recreation center and one (1) neighborhood park. Exhibit B-3, Landscape and Open Space Plan, illustrates the proposed location of these facilities. The exact locations are subject to change as the development process evolves.

The exact geometry of each site shall be determined through the platting process. Each site shall be platted, shall have a minimum frontage of 60 feet on a public street, and shall be accessible to all residents of the Project.

The community recreation center shall be centrally located along a detention pond with constant and visible water, generally as illustrated in Exhibit B-3. The developer may utilize existing features on the property or construct new amenities, or a mixture of both. The site shall be a minimum of two and a half (2.5) acres and shall include various recreation facilities, including but not limited to a swimming pool, community gathering space, and trail connections to the surrounding areas.

The neighborhood park(s) shall have a minimum acreage of 2.0 (two) acres total for the entire Project. This acreage may be in one site or may be divided into two or more separate sites of varying sizes throughout the community. Each neighborhood park site should be centrally located within a grouping of residential lots in order to be accessible to the surrounding residents within walking distance.

Pedestrian sidewalks shall make a complete connection from each residential home to the nearest neighborhood park site(s) and/or the community recreation center, whichever is closer.

The developer may also choose to provide amenities such as plantings, walking trails, benches, etc. along the drainage and detention facilities or within the incidental landscape reserves that may be dedicated within the community. These landscape areas shall not be counted towards the neighborhood parkland but may be counted towards Compensating Open Space as described in Exhibit B-5.

Minimum 5-foot (5') wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.

All park areas and equipment, landscaping and plantings, facilities, sidewalks, trails, fields, and other recreational amenities shall be maintained by the homeowners' association, community association, or municipal utility district of the Project.

VI. BUILDING REGULATIONS

Single-family homes within the Development Plan shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), and glass, and shall comprise at least 50% of the front façade. For purposes of this calculation, the area of the front façade shall exclude eaves, fascia, and door and window frames/openings.

2. Secondary exterior finishes shall include wood, ceramic tiles, oriented strand board siding, wood fiber hardboard siding, and fiber cement siding.
3. Use of architectural materials is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. No single exterior finish material, other than brick or stone, shall cover more than 80% of the front of any single-family home.
5. The following building materials shall **not** be used on the exterior finish:
 - a. Vinyl siding, plastic, or fiberglass panels.
 - b. Smooth or untextured concrete surfaces.
 - c. Exterior Insulated Finish Systems (E.I.F.S.) (except moldings)
 - d. Unfired or underfired clay, sand, or shale brick.

VII. OTHER PROVISIONS

No portion of the Project shall be developed for multi-family dwellings. For purposes of this provision, multi-family shall be defined as a single tract or a single structure with more than three dwelling units under common ownership.

After full build-out within Waller County Municipal Utility District No. 40 (the "District"), it is understood and agreed that the District shall contract with the Waller County Sheriff's Department to provide supplemental police protection services to Developer's Property. The interlocal agreement for such services shall be identical to the form of agreement entered into with other municipal utility districts in Waller County, Texas.

VIII. EXHIBITS

The exhibits attached hereto and listed below are incorporated herein for all purposes and represent the approved project (subject to revisions as permitted within this document).

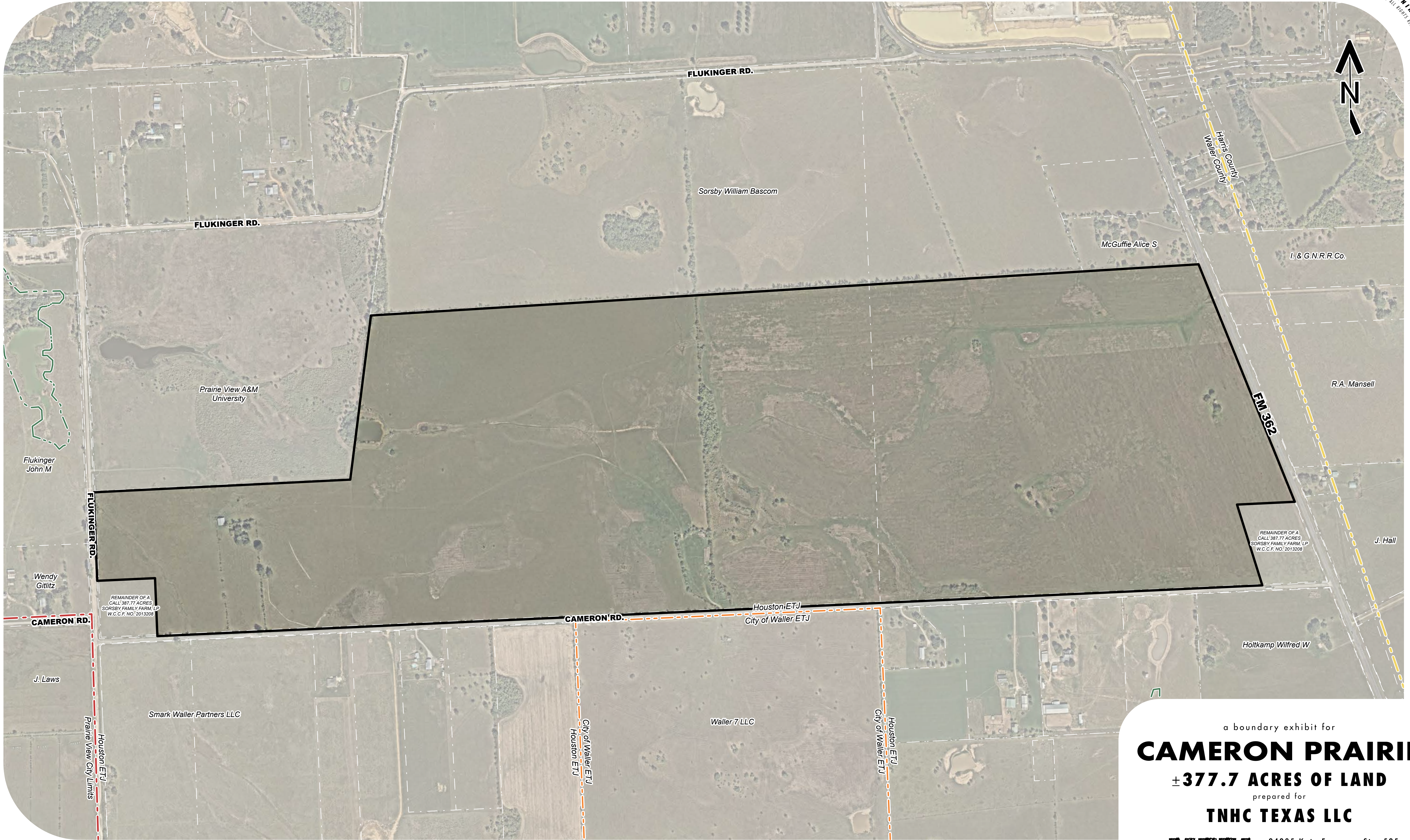
Exhibit B-1 – Boundary Aerial Exhibit

Exhibit B-2 – Street Classification Exhibit

Exhibit B-3 – Landscape and Open Space Plan

Exhibit B-4 – Fence Exhibit

Exhibit B-5 – Cameron Road Offsite ROW



a boundary exhibit for

CAMERON PRAIRIE

± 377.7 ACRES OF LAND

prepared for

TNHC TEXAS LLC

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

META
PLANNING + DESIGN

SCALE
0 150 300 600

HOU-28001
FEBRUARY 4, 2025

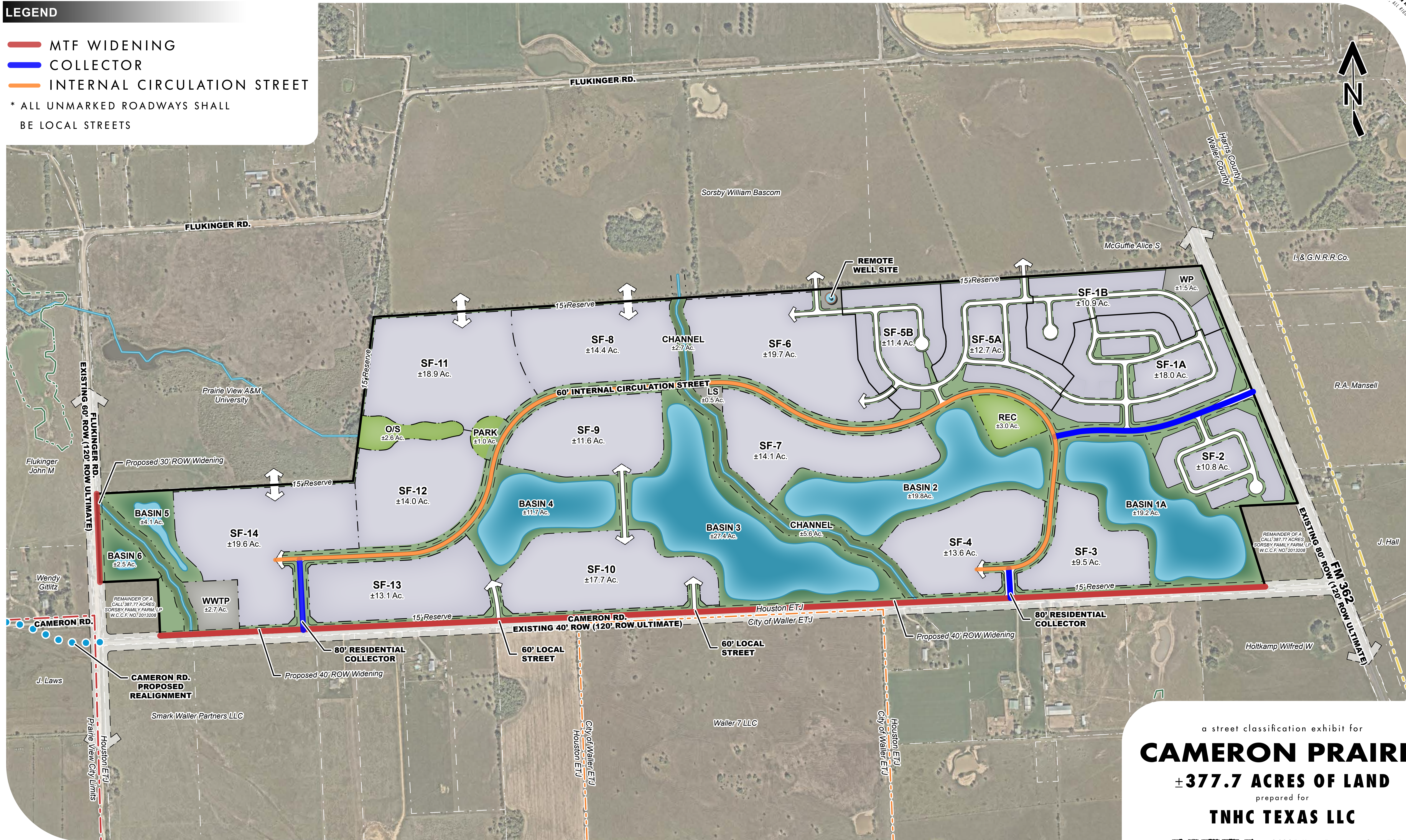
B-1

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LEGEND

- MTF WIDENING
- COLLECTOR
- INTERNAL CIRCULATION STREET

* ALL UNMARKED ROADWAYS SHALL BE LOCAL STREETS



a street classification exhibit for

CAMERON PRAIRIE

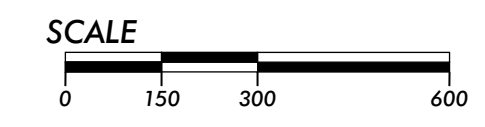
± 377.7 ACRES OF LAND

prepared for

TNHC TEXAS LLC



24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

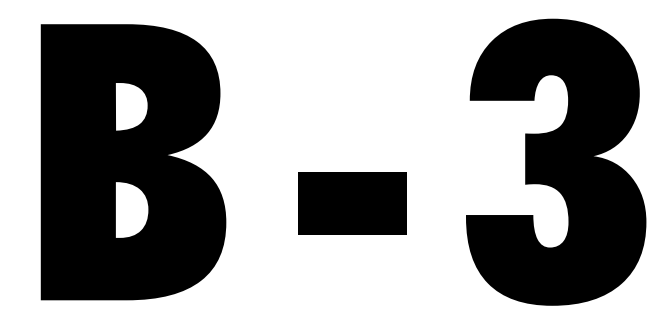


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B-2

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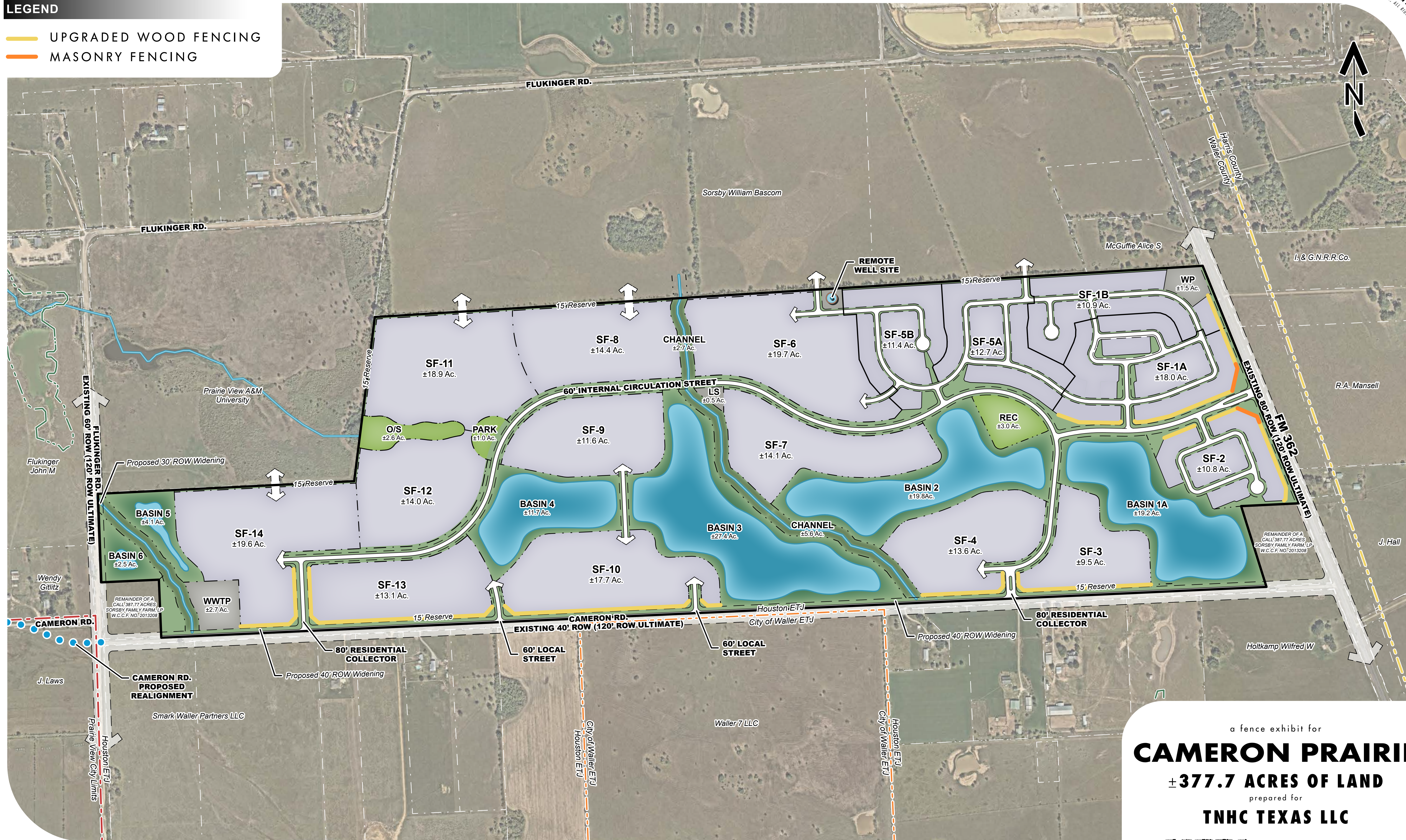


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HOU-28001
FEBRUARY 4, 2025

LEGEND

- UPGRADED WOOD FENCING
- MASONRY FENCING



a fence exhibit for
CAMERON PRAIRIE
± 377.7 ACRES OF LAND
prepared for
TNHC TEXAS LLC



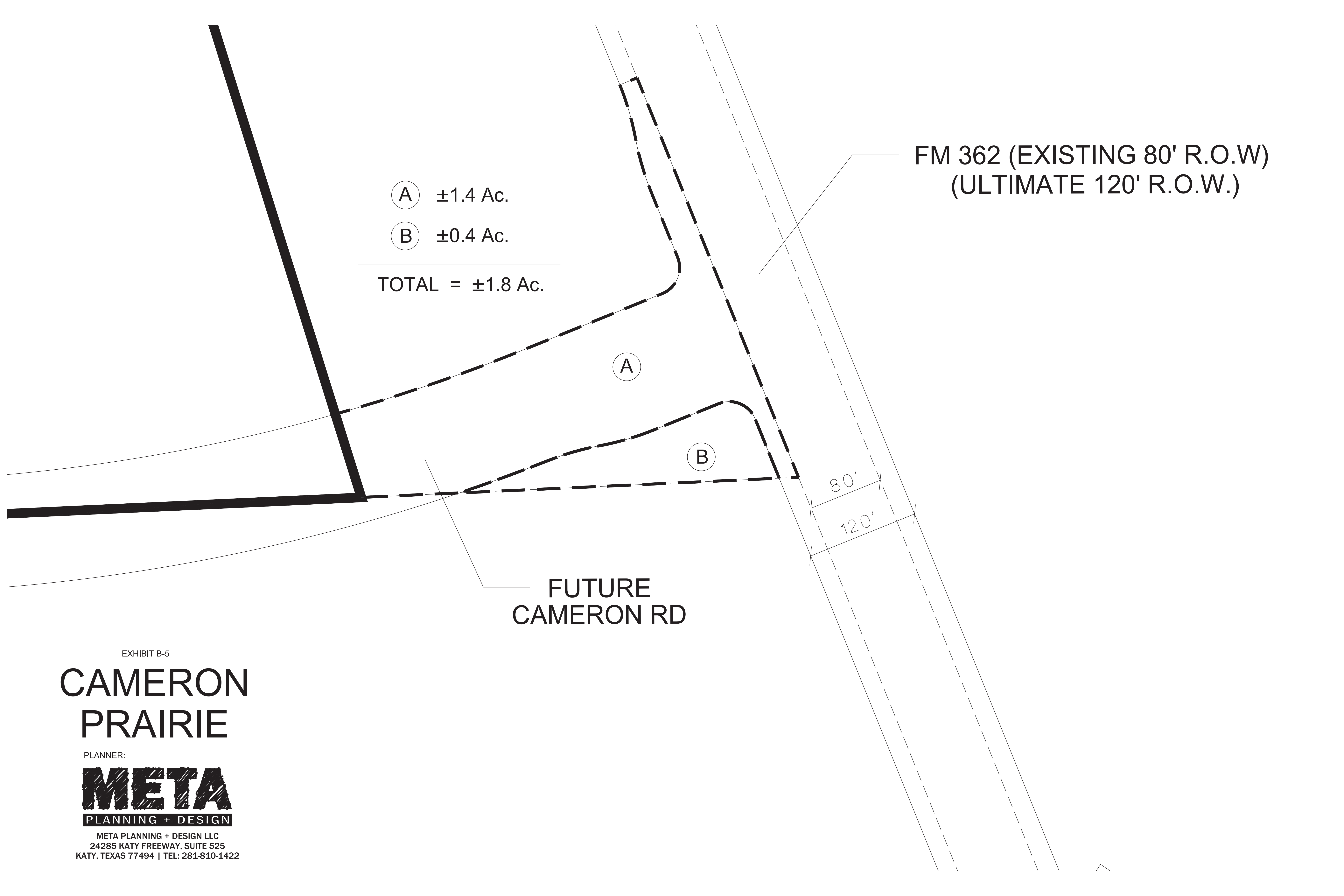
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422



HOU-28001
FEBRUARY 4, 2025

B-4

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(A) ±1.4 Ac.

(B) ±0.4 Ac.

TOTAL = ±1.8 Ac.

(A)

(B)

FM 362 (EXISTING 80' R.O.W)
(ULTIMATE 120' R.O.W.)

FUTURE
CAMERON RD

80'

120'

EXHIBIT B-5

CAMERON PRAIRIE

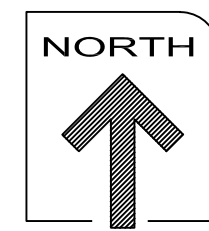
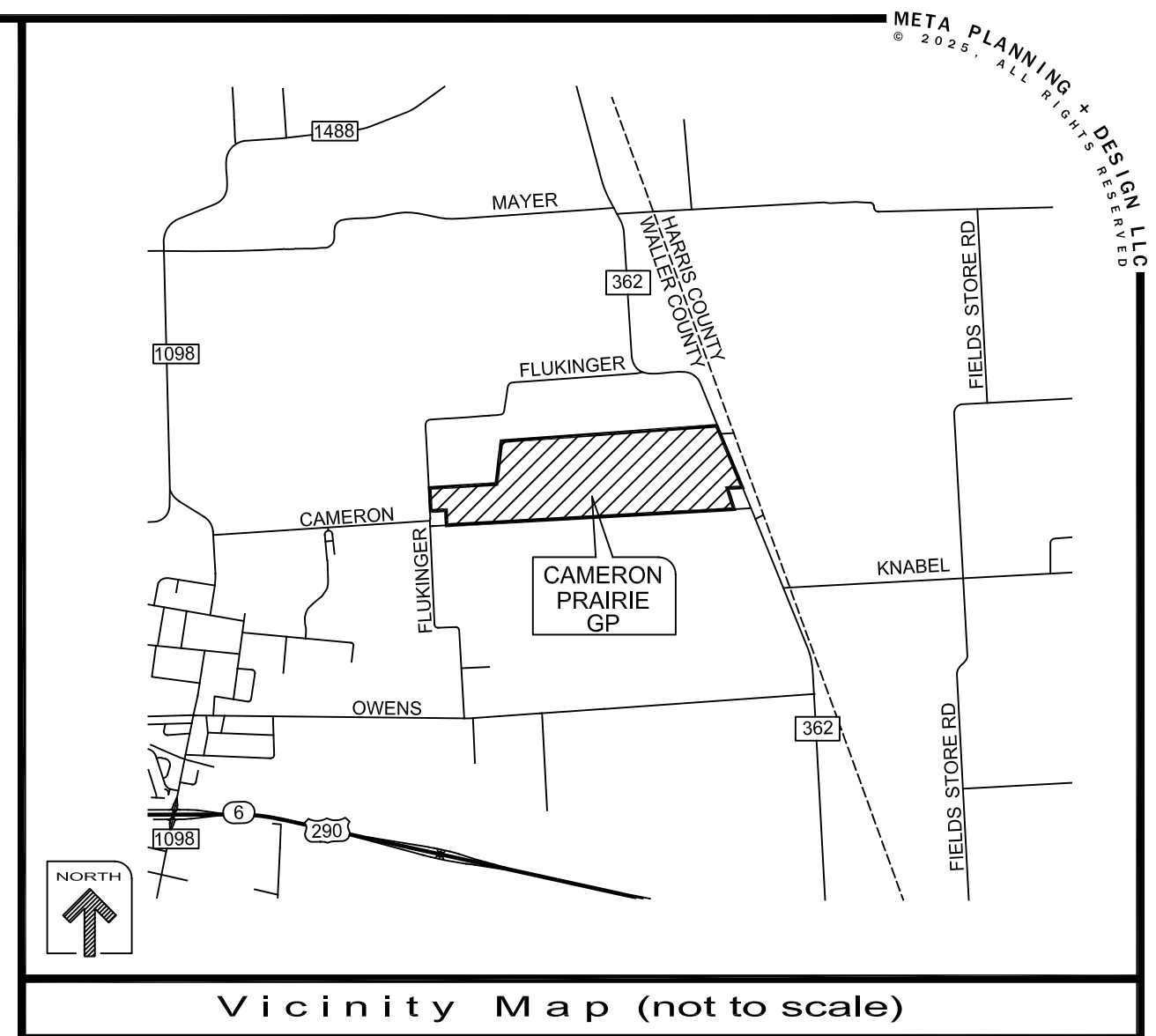
PLANNER:



META PLANNING + DESIGN LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

Exhibit C

General Land Plan



A GENERAL PLAN OF

CAMERON PRAIRIE

BEING 377.7± ACRES OF LAND

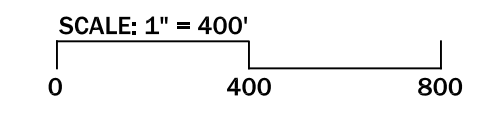
OUT OF THE
NATHAN W. BUSH SURVEY, A-76 AND
B.B.B & C.R.R CO. SURVEY, A-93
WALLER COUNTY, TEXAS

OWNER/DEVELOPER:
TNHC TEXAS, LLC
13333 W LOOP S SUITE 910
HOUSTON, TEXAS 77027
DWHITTON@WHOME.CO
(832)804-9680

ENGINEER/SURVEYOR
BGE
1450 LAKE ROBBINS DRIVE, SUITE 310
THE WOODLANDS, TEXAS 77380
DBENTRESS@BGE.COM
(281) 210-5570



Planner:
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422



LAND USE SUMMARY			
LOT TYPE	PHASE I	REMAINDER	TOTAL
40s	0 LOTS	324 LOTS	324 LOTS
45s	0 LOTS	312 LOTS	312 LOTS
50s	128 LOTS	225 LOTS	353 LOTS
60s	2 LOTS	97 LOTS	99 LOTS
TOTAL	130 LOTS	958 LOTS	1,088 LOTS

- GENERAL NOTE
- 1) THIS TRACT IS SUBJECT TO A DEVELOPMENT AGREEMENT.
- 2) THE FOLLOWING ARE PROPOSED VARIANCES FOR DEVELOPMENT:
- 1) THE MINIMUM RIGHT-OF-WAY WIDTH FOR LOCAL CURB AND GUTTER STREETS SHALL BE FIFTY FEET (50').
 - 2) MINIMUM LOT WIDTH SHALL BE FORTY FEET (40') MEASURED AT THE BUILDING LINE.
 - 3) SIDE STREET BUILDING LINES SHALL BE TEN (10') WHERE GARAGES DO NOT HAVE ACCESS TO THE RIGHT OF WAY. SIDE BUILDING LINES FOR INTERIOR LOTS SHALL BE FIVE FEET (5').
 - 4) CUL-DE-SAC SHALL HAVE A RIGHT OF WAY RADIUS OF SIXTY FEET (60') AND A PAVING RADIUS OF FIFTY FEET (50'). TEMPORARY TURNAROUNDS SHALL ALSO HAVE A RIGHT OF WAY RADIUS OF SIXTY FEET (60').
 - 5) THE MINIMUM CENTERLINE RADIUS FOR CURVES ON LOCAL STREETS SHALL BE TWO HUNDRED AND FIFTY FEET (250'). THE MINIMUM CENTERLINE RADIUS FOR CURVES ON COLLECTOR STREETS SHALL BE THREE HUNDRED AND FIFTY FEET (350'). THE MINIMUM PAVING FOR A COLLECTOR STREET SHALL BE 28 FEET.

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE WALLER COUNTY SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE WALLER COUNTY PLANNING & ZONING COMMISSION AND / OR CITY - COUNCIL. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC, NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES

Exhibit D

Approved Variances

Exhibit D

Approved Variances

1. On _____ the Waller County Commissioners Court approved the following variance for TNHC Houston LP for the Cameron Prairie subdivision:

Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring a 50-foot minimum lot width

Approved Variance: 40-foot minimum lot width

2. On _____ the Waller County Commissioners Court approved the following variance for TNHC Houston LP for the Cameron Prairie subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 3.4.15, requiring a twenty-five foot front building line on local streets.

Approved Variance: Front building lines of 20 feet in the circumstances specified in this Agreement.

3. On _____ the Waller County Commissioners Court approved the following variance for TNHC Houston LP for the Cameron Prairie subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 3.4.15, requiring a 15' side setback line on local streets and a 25' side setback line on collector streets.

Approved Variance: Minimum 10' side setback in the circumstances specified in this Agreement.

4. On _____ the Waller County Commissioners Court approved the following variance for TNHC Houston LP for the Cameron Prairie subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.1, requiring a minimum right-of-way of 60 feet on local streets in urban (curb and gutter) subdivisions

Approved Variance: minimum right-of-way of 50 feet on local streets

5. On _____ the Waller County Commissioners Court approved the following variance for TNHC Houston LP for the Cameron Prairie subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring a minimum 70'-radius right-of-way on cul-de-sacs

Approved Variance: A minimum 60'-radius right-of-way on cul-de-sacs

6. On _____ the Waller County Commissioners Court approved the following variance for TNHC Houston LP for the Cameron Prairie subdivision:

Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Sections 4.2.5 and 4.3.5, requiring a minimum 650' radius on local street centerlines and 1,200' on collector streets

Approved Variance: A minimum 250-foot radius on local street centerlines and a minimum 600' radius on collector streets

Exhibit E

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and TNHC Texas LLC, a Delaware limited liability company, for the Cameron Prairie Subdivision (“Agreement”). The Agreement, dated effective _____, 20____, is identified as Contract ID # _____ in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk’s Office.

WALLER COUNTY

Carbett “Trey” J. Duhon III
County Judge

Date

State of Texas §

§

County of Waller

§

This instrument was acknowledged before me on the _____ day of _____,
2025_____ by Carbett “Trey” J. Duhon III, Waller County Judge, on behalf of Waller County,
Texas, a political subdivision of the State of Texas.

Notary Public, State of Texas

TNHC TEXAS LLC,
a Delaware limited liability company,

By: _____

Jennifer Keller
President, Houston Division

Date

State of _____ §

§

County of _____ §

This instrument was acknowledged before me on the _____ day of _____,
20_____ by Jennifer Keller, the President, Houston Division, of TNHC TEXAS LLC, a
Delaware limited liability company.

Notary Public, State of Texas