

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") by and among the Fort Bend County, Texas, a political subdivision of the State of Texas (the "County"), Parkway Lakes Master, Ltd., a Texas limited partnership (the "Developer"), and North Fort Bend Redevelopment Authority, a nonprofit local government corporation organized and existing under the laws of the State of Texas (the "Authority"), is entered into on this ____ day of _____, 2019 (the "Effective Date"). The County, the Developer, and the Authority may be individually referred herein as "Party" and collectively as the "Parties."

RECITALS AND FINDINGS

WHEREAS, Developer owns or is developing certain tracts of land totaling approximately 260-acres in Fort Bend County (the "Project Area"), and with some of that acreage partially within the boundaries of Fort Bend County Municipal Utility District No. 50 (the "District"), as shown on the property map contained in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), and desires to construct and develop certain commercial and retail development on a portion or the entirety of the Property (the "Project"); and

WHEREAS, while portions of the Property have been and will be sold to third parties, Developer is responsible for the overall development of the Project and all portions of the Property shall be included under this Agreement; and

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code, as amended, the County may make economic development grants from any legally available funds; and

WHEREAS, this Agreement establishes a program for economic development as required by Chapter 381 of the Texas Local Government Code; and

WHEREAS, the Parties wish to jointly finance certain public improvements pursuant to Chapter 381; pursuant to Section 791.011 and pursuant to Texas Government Code ("Section 791.011"); and

WHEREAS, the Parties also wish to jointly finance certain road and related improvements in aid of such road improvements pursuant to Chapter 381; pursuant to Section 791.011, Texas Government Code ("Section 791.011") and Section 791.028, Texas Government Code ("Section 791.028") under which the County and the Authority may contract for the construction and payment of a road project; and pursuant and Chapter 472, Transportation Code ("Chapter 472"), under which the County may pay for the joint construction of public roads; and

WHEREAS, the Commissioners Court of the County has found and determined that the construction of the Project will provide the benefit of serving the public interest and welfare and enhancing the economic stability and growth of the County, contribute to both tax base expansion within the County, and to the increase of mobility by construction of road ways and related infrastructure, and that the Project is consistent with the County's economic development objectives to increase sale and use tax revenues within the commercial areas of the Project Area, as well as to increase taxable property values in the commercial areas of the Project Area; and

WHEREAS, the County agrees to provide financial assistance to the Developer to encourage and promote the development of the Project; and

WHEREAS, the Parties hereto have agreed that in order to provide consolidated administration of financial assistance for the Project from the County and the Authority, the County shall make payments required pursuant to the terms of this Agreement directly to the Authority for administration of funds; and

WHEREAS, the Parties hereto have agreed that the Authority shall be responsible for verifying the Developer's ongoing compliance with the requirements set forth in this Agreement necessary to obtain County payments as detailed herein; and

WHEREAS, the Developer has agreed, in exchange and as consideration for funding by the County, to satisfy and comply with certain terms and conditions; and

WHEREAS, the Parties agree that the provisions of this Agreement substantially advance a legitimate interest of the County; and

WHEREAS, the Parties desire to cooperate in the development of the Project, on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

**ARTICLE I
DEFINITIONS**

- I. "Annual Payment(s)" means the periodic payments of Tax Increment Revenue made to Authority as provided herein.
- II. "Base Tax" shall mean the taxable value of the property located within the Property as of January 1, 2017, which amount is deemed to be \$502,779,425.00.

- III. "Captured Appraised Value" means the total appraised value of all real property taxable by the County and located in the Property as of January 1 of any year less the Base Tax.
- IV. "Developer Interest" means interest accrued on the actual Public Improvement costs paid by the Developer at a per annum rate equal to 6%. Developer Interest shall accrue from the later of x) the Effective Date or y) the date of actual payment by the Developer and shall continue until such time the Developer receives full payment of Project Improvement Contribution Amount, defined below.
- V. "District Agreement" means the Economic Development Agreement entered into between Developer and the District entered into as of October 8, 2019 and providing a performance-based economic development grant to the Developer to defray a portion of the costs to be incurred by Developer.
- VI. "Project Improvement Contribution Amount" means the combined total amount equal to the cost of the actual Project Improvements paid by the Developer, as confirmed by the County Auditor, plus Developer's Interest, less any amounts paid to the Developer pursuant to the District Agreement, defined below.
- VII. "Tax Increment" means funds from the amount of ad valorem taxes levied and collected by the County on the Captured Appraised Value of real property located within the Property.
- VIII. "Tax Increment Revenue" means 50% of all Tax Increment collected during years one through five of the agreement term, after which time Tax Increment Revenue shall mean 66.66% of all Tax Increment collected and attributable to the Property during the Term and payable to the Authority under this Agreement.

ARTICLE II THE PROJECT

I. Development of the Project. The Project is to be constructed in multiple phases in accordance with the Conceptual Site Plan attached as Exhibit "B", or such plan as revised and approved from time to time by the Developer (the "Conceptual Site Plan"). The Project shall be limited to development completed following January 1, 2017 (the "Project Commencement Date"). Funds generated by development completed within the boundaries of the Property prior to the Project Commencement Date, whether completed by the Developer or otherwise, shall not be considered as part of the Project for the purposes of this Agreement.

II. Project Improvements.

(a) All of the improvements set forth in Exhibit "C" attached hereto with cost estimates, together with such other public improvements as may be related thereto (including, without limitation, all costs incurred in connection with obtaining governmental approvals, certificates, and permits and all costs of engineering, testing and inspection required in connection with the construction of the improvements), shall be referred to herein as the "Project Improvements." In order to be categorized as a Project Improvement and eligible for payment of the Public Improvement Contribution Amount (as defined below) related thereto, the Project Improvement must be completed within seven (7) years of the Effective Date of this Agreement. Improvements set forth in Exhibit "C" but not completed within the seven (7) year time frame shall not be considered a Project Improvement. The Developer shall design and construct (or cause to be designed and constructed) all Project Improvements in accordance with the applicable ordinances of the City, the County, and other regulatory agencies with jurisdiction. For the Project Improvements, the following particular conditions shall apply:

(b) The Developer shall design, permit and construct the public roads as reflected on the Conceptual Site Plan. The Developer may also construct public alleys in the Project, subject to approval by the requirements of the applicable ordinances or rules applicable to public alleys of the City of Houston (the "City"), the County, and other regulatory agencies with jurisdiction. All such public or private streets, roads, and alleys shall be owned and maintained by the Developer, the City, the County or other appropriate Party with jurisdiction.

(c) The Developer shall construct and install all reasonable and necessary traffic control devices (including signs) within the Project as required by the City, the County or other appropriate Party with jurisdiction.

All such traffic control devices (including signs) shall be operated and maintained the Developer, the City, the County or other appropriate Party with jurisdiction.

III. Cost of Improvements to be Funded by the Developer. Unless otherwise agreed to by the Parties in writing, the Developer shall promptly pay (or cause to be paid) all costs of constructing the Project Improvements as development proceeds and as such costs become due, including, without limitation: (i) all costs of design, engineering, materials, labor, construction, permitting, testing and inspection, arising in connection with the construction of the Project Improvements (except for those items which are being contested in good faith by Developer); (ii) all payments arising under any contracts entered into for the construction of the Project Improvements (except for those items which are being contested in good faith by Developer); (iii) land costs for land dedicated as public rights of way at fair market value; (iv) all financing costs and fees associated the Project Improvements, including legal fees and debt service on and costs of issuance for bonds issued for Project Costs. The County shall not be liable to any contractor, engineer, attorney, materialman, laborer, or other party employed by or on behalf of the Developer, its affiliates or designees, as the case may be, in connection with the construction of the Project Improvements.

IV. Completed Improvements. Developer Contribution Agreements related to the construction of Bellaire Boulevard and Beechnut Street will not be required for parcels set forth in Exhibits "A" & "B", with the exception of Parcel R455027. Excepting those Project Improvements set forth in Exhibit "C" of this Agreement, construction of median openings, turn lanes, traffic signals, or other requirements associated with the specific developments will be at the owner's cost.

ARTICLE III PUBLIC FINANCIAL CONTRIBUTION

I. Developer Reimbursement.

(a) The Annual Payments made by the County shall be paid solely from the ad valorem tax revenues collected on the Property. Each Annual Payment shall be an amount equal to the Tax Increment Revenue attributable to the prior 12 month period. The Annual Payments shall be paid annually to the Authority by the County no later than May 15, beginning in calendar year 2020, of each year until the earlier of: (i) the date the Authority has fully paid the Project Improvement Contribution Amount to the Developer; or (ii) May 15, 2042. For purposes of clarification, the Parties agree and acknowledge that the Tax Increment Revenue collected by the County attributable to the Project Area prior to tax year 2019 shall be retained by the County and is not due or payable to the Authority

(b) The Authority agrees to pay to the Developer each required Annual Payment within 30 calendar days of receipt from the County.

(c) Notwithstanding the foregoing, the Parties agree that the County shall not make the first Annual Payment (but instead shall hold any Annual Payment amounts in escrow) unless and until the Developer builds 100,000 square feet of retail or commercial development on the Property. At such time the Developer has met the necessary development obligation set forth in the preceding sentence, the County shall release the escrowed funds to the Authority. In the event that the Developer fails to meet the necessary development obligation within seven (7) years of the Effective Date of this Agreement, this Agreement shall terminate according to its terms and the County and the Authority shall (i) have no obligation to make any Annual Payments; and (ii) may unencumber the Annual Payments otherwise held in escrow to be used freely by the County for any lawful purpose.

(d) The total Annual Payments made under this Agreement will never exceed the actual Project Improvement Contribution Amount as determined by the Authority's auditor, and confirmed by the County Auditor, regardless of performance of the Project, plus any interest paid or due to be paid on bonds or notes issued to repay the developer for project costs. The County's obligation to make Annual Payments under this Agreement shall cease on May 15, 2042; provided, however, that the County's obligation shall cease and this Agreement shall terminate according to its terms on the applicable anniversary of the Effective Date if: Developer (and other sales tax generating retailers) have not constructed at least an additional 150,000 square feet (for a total of 250,000 square feet) within seven (7) years from the Effective Date of this Agreement. Notwithstanding the preceding sentence, the County shall have no obligation to pay the Developer any Project Improvement Contribution Amounts that remain outstanding (if any) after the Economic Development Contribution payment that is made on May 15, 2042. This Agreement shall create no obligation of the County which is payable from taxes or other moneys of the County other than ad valorem taxes collected on the Property.

II. Annual Payment Administration. The Developer hereby agrees and consents that all Annual Payments shall be paid directly by the County to the Authority. Once any Annual Payment (or portion thereof) is delivered by the County to the Authority, the Authority shall be solely responsible for administration or use of such funds, and the County shall have no further obligation to the Developer as it relates to such Economic Development Contribution payment (or portion thereof). The payment obligations of the County under this Agreement are binding and irrevocable, subject to an annual budgetary appropriation by the

County, which appropriation shall be made after honoring all then-existing debt service obligations.

III. Project Quality. As consideration for the Authority's obligation to pay the Developer the Public Improvement Contribution Amount, the Developer agrees to construct the Project to the standard of quality described in this paragraph. The Developer, the County and the Authority recognize the difficulty in defining an objective standard of quality for a retail development project. Recognizing this limitation, the Developer agrees to construct and maintain the Project (or cause the Project to be constructed and maintained) in a manner and quality (including landscaping and amenities) that is consistent with the pad development guidelines, lighting plan, elevations, landscaping plans, signage guidelines, and maintenance standards attached hereto as Exhibit "D." Developer shall construct and maintain the Project in accordance with the Conceptual Site Plan, all County requirements for approvals and permits, and the additional provisions shown as Exhibit "D".

IV. Authority May Sell Bonds.

(a) Conditioned upon the completion of the conditions itemized in Article II, Section I, paragraphs (a) and (b), the Authority may, in its discretion in consultation with its financial advisor and bond counsel, sell bonds to finance all or a portion of the remaining unfunded portion of the Public Improvement Contribution Amount. The Authority may pledge, and the County agrees to the pledge of the Tax Increment Revenue paid to the Authority under this Agreement as security for the bonds. Notwithstanding the foregoing, at no time will the County or Authority be obligated to pay funds in excess of the Project Improvement Contribution Amount.

(b) Upon the first sale of bonds by the Authority, the obligation of the County to make payments to the Authority, is absolute and unconditional, and until such time as this Agreement has been terminated the County will not suspend or discontinue the Annual Payments and the Authority will not suspend or discontinue the payments to the Developer, and each will not terminate this Agreement for cause, including, without limiting the generality of the foregoing, the failure of the Developer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this paragraph may be construed to release the Developer from performance of any portion of the Agreement. In the event the Developer fails to perform any portion of the Agreement, the County may institute such action against the Developer as the County may deem necessary to compel performance so long as this action does not abrogate the obligations of the County or the Authority to make payments of the Annual Payments set forth in this Agreement.

V. Authority Certification of Developer Compliance. As a condition precedent to Developer's receipt of the Public Improvement Contribution Amount and payment to the Authority thereof, and in order to determine the amount of the Public Improvement Contribution Amount, the Authority (on behalf of the Developer) shall submit to the County by May 31st of each calendar year a certification from the Authority affirmatively indicating that the Authority has confirmed that the Developer is in compliance with all terms and conditions of this Agreement, including but not limited to Article III, Section I related to square footage and timing requirements; provided, however, if the Authority fails to timely provide such certification, the Developer may provide such certification in lieu of the Authority, together with any reasonably requested backup documentation, in satisfaction of this condition precedent.

VI. Public Improvement Contribution Amount is Subordinate. Payment of the Public Improvement Contribution Amount shall be subordinate to and subject to the County's and the Authority's superior commitment to debt service on any bonds, including preexisting bonds, bonds issued after the date of this Agreement, and any refunding bonds. As long as this Agreement is in force, the Authority covenants and agrees that it shall not issue debt secured by the Sales Tax Revenue and/or Tax Increment Revenue except to pay Developer for the Authority's obligations under this Agreement. The Authority covenants and agrees to take Authority's obligations under this Agreement into consideration when Authority issues debt.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

I. Default; Remedies.

(a) Any Party to this Agreement that believes that the other Party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that Party under this Agreement shall within ten (10) business days after discovery of said default, give written notice of the default to the defaulting Party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what specific action must be taken to cure or correct the default. Should the Party receiving the notice fail to commence action to correct the default within a reasonable amount of time and/or thereafter fail to diligently pursue the completion of the action to correct the default, the Party giving the notice of default may declare the defaulting Party in default. In addition to any other right or remedy available to the Parties under this Agreement, in the event of a Party is declared in default, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

(b) Prior to the Authority's sale of any bonds secured by the payments made hereunder, in the event that the Developer is in default, the County shall not be obligated to make Annual Payment(s), or any portion thereof, to the Developer and/or the Authority unless and until the default has been cured to the sole and reasonable satisfaction of the County. In the event that the Developer fails to: (i) diligently pursue the completion of the action to correct the default as determined in the County's sole and reasonable discretion, on the timeline established by the County's Board; and (ii) such default remains on going six (6) months from the date of the cure deadline established by the County's Board pursuant to this section, this Agreement shall terminate according to its terms, and the County shall have no further obligation to make any Public Improvement Contribution Amount payments (or portions thereof) pursuant to this Agreement and may freely use the funds formerly encumbered by this Agreement in its sole discretion.

(c) Subsequent to the Authority's sale of any bonds secured by the payments made hereunder, in the event that the Developer is in default, the County's sole remedy shall be to secure the specific performance of the covenants and agreements herein contained or be awarded damages for failure of performance, or both, in any court of competent jurisdiction, by an action or proceeding at law or in equity.

(d) Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(e) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party, except for a delay in payment of the Annual Payment, is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

II. Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

III. Construction and Interpretation.

(a) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(b) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(c) This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

IV. INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE COUNTY AND THE AUTHORITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE COUNTY AND THE AUTHORITY, THEIR ELECTED OFFICERS, AGENTS AND EMPLOYEES, AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE COUNTY AND THE AUTHORITY, THEIR ELECTED OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

V. Miscellaneous Provisions.

(a) Actions Performable. The Parties agree that all actions to be performed under this Agreement are performable solely in Fort Bend County, Texas.

(b) Assignability. Performance by Developer and the Authority under the terms and conditions of this agreement are deemed personal and, as such, any attempt to convey, assign or transfer those duties and obligations without the prior written approval and consent by the County are void. County shall not unreasonably withhold consent to Assignment. Developer rights to reimbursement under this Agreement may be assigned to a third-party upon written notice to the County and the Authority.

(c) Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

(d) Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

(e) Exhibits. All exhibits attached to this Agreement are incorporated herein reference and expressly made part of this Agreement as if copied verbatim.

(f) Notice. Any notice or demand, which either the County or the Developer is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to the County:

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to the Developer:

Parkway Lakes Master, Ltd.
21711 FM 1093 Road
Richmond, Texas 77407
Attention: Mr. Robert B. Ferguson, Sr.
Telephone: (281) 497-6000
Fax: (281) 201-6509

If to the Authority:

Bill Calderon
Calderon Economic Development Strategies, LLC
5523 Spellman Road
Houston, Texas 77096
713-724-4460
bill.calderon1953@gmail.com

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) five (5) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed, improperly addressed or delayed by the courier, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

(g) Force Majeure. The Parties agree that the obligations of each Party shall be subject to force majeure events such as natural calamity, fire or strike.

(h) Forum Selection. This Agreement and the relationship between the County and Developer shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the County and Developer shall exclusively be the appropriate court in Fort Bend County, Texas. Developer specifically consents to and waives any objections to, in personam jurisdiction in Fort Bend County, Texas.

VI. Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the County of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written. Notwithstanding the foregoing, the County shall not be obligated to contribute any Annual Payments unless and until this Agreement has been executed by the Authority, the County, and the Developer. The Developer shall provide a copy of this Agreement to the County within thirty (30) days of the final approval of this Agreement by the Authority. In the event all Parties hereto have not entered into this Agreement within one year of the effective date of this Agreement, this Agreement shall terminate automatically, and the County shall have no obligation to make any Public Improvement Contribution Amount payment (or portion thereof) regardless of whether or not any portion of the Project has been completed on the Property.

VII. Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

VIII. Representations. The County and the Authority represent and warrant to the Developer that the County and the Authority are duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein, and have the legal authority to reimburse the Developer as provided in this Agreement. The Developer represents and warrants to the County and the Authority that it has the requisite authority to enter into this Agreement and is a proper party to this Agreement.

IX. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County, Authority, and Developer, respectively.

X. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Developer, the Authority, and the County. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination the Parties hereto mutually agree to the extent possible to ensure that all other provisions of the agreement including the intent of the Agreement be honored and performed.

XI. Conflicts with Ordinances. The Parties agree that any County and/or Authority ordinance, or regulation by any other agency over which the County and/or the Authority has control, whether heretofore or hereafter adopted, that addresses matters that are covered by this Agreement shall not be enforced by the County and/or the Authority, and that the provisions of this Agreement govern development of the Property.

XII. Survival. Unless otherwise provided in this Agreement, the covenants and agreements of the Parties set forth in this Agreement shall terminate and expire upon of earlier of (i) when the County has paid the entire Project Improvement Grant Amount to the Authority or (ii) May 15, 2042; provided, that the Developer's obligation to indemnify and hold harmless the County and the Authority shall survive termination and expiration of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

By: _____
Laura Richard, County Clerk

(SEAL)

NORTH FORT BEND REDEVELOPMENT
AUTHORITY

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

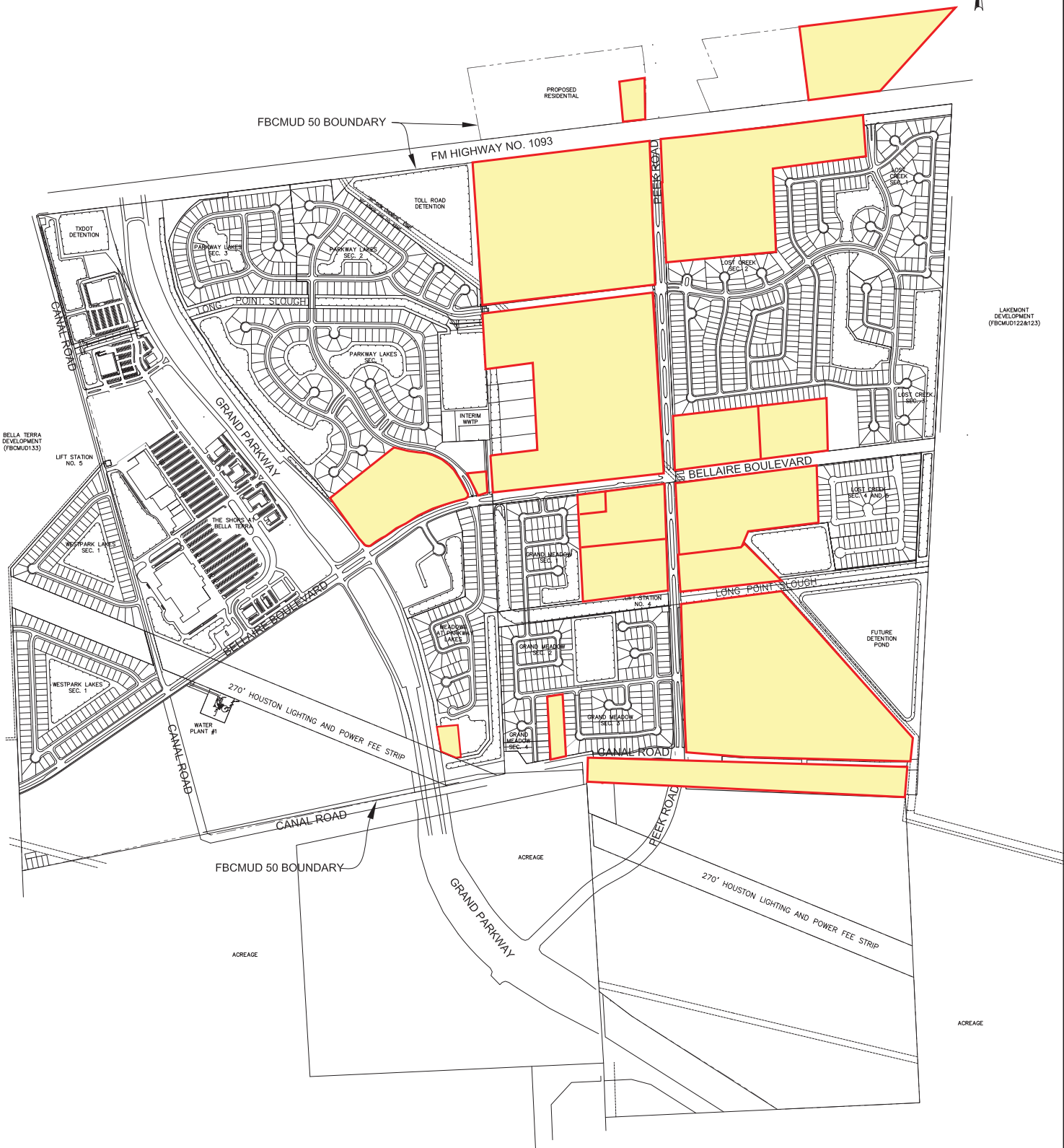
PARKWAY LAKES MASTER, LTD.

By: Coastal Rim Development, Inc,
its General Partner

By: _____
Robert B. Ferguson, Sr., President

EXHIBIT "A"
PROPERTY MAP

EXHIBIT A



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16340 PARK TEN PLACE, SUITE 350
Houston, Texas 77079
TEXAS FIRM REGISTRATION NO. F-487
DATE: MARCH 2016 SCALE: 1" = 300'

EXHIBIT "B"
CONCEPTUAL SITE PLAN

EXHIBIT B

PAGE 2 OF 2

Conceptual Site Plan Properties**ACREAGE CALCULATION FOR EDA OCTOBER 7, 2019**

| NUMBER | TRACT DESCRIPTION | RBF | Ownership |
|---------------|--|-----------------------|---|
| 1 | District West | 35.936 | D-W North Tract, LLC |
| 2 | District East | 19.79 | Pacific Peek, Ltd. |
| 3 | District South | 8 | D-W South Tract, LLC |
| 4 | District South | 7.98 | D-W South Tract, LLC |
| 5 | District South | 18.815 | D-W South Tract, LLC |
| 6 | CNS NEC Peek/Bellaire | 9.674 | CNS Ventures, LLC |
| 7 | SWC Peek/Bellaire | 8.259 | Ferguson 103, Ltd. |
| 8 | CNS SEC Peek/Bellaire | 8.327 | CNS Ventures, LLC |
| 9 | CNS N of Long Point Slough (net acres) | 8.754 | CNS Ventures, LLC |
| 9 | Peek S of 8.754 Acre CNS tract | 1.26 | CNS Ventures, LLC |
| 10 | NEC Peek/Beechnut | 53.7 | Pacific Financial, Inc. - 13ac/3535 Wilcrest, Ltd |
| 11 | SEC Peek/Beechnut | 10.583 | Ferguson 100, Ltd |
| 11A&C | Beechnut West | 2.186 | 3535 Wilcrest, Ltd |
| 12 | Reserve B Meadows | 1.041 | Sun Coast Financial, Inc. |
| 13 | Reserve E | 1.069 | Parkway Lakes Development, Inc. |
| 14 | PacFin 6 | 6.056 | PacFin 6, Ltd |
| 15 | Lot 1 Block 6 | 1.685 | Parkway Lakes Development, Inc. |
| 16 | Grand Park | 5.477 | Grand Park Professional Place, LLC |
| 24 | Lot 16 B2-1 Block 16 | 1 | Apogee Investment, Inc. |
| | Total | <u>209.592</u> | |
| | OTHER | | |
| 1A | Kelsey Seybold | 4.702 | Health Care Reit Inc |
| 2A | Pi Valley, LLC | 1.375 | Pi Valley, LLC |
| 2B | Whiskey River | 3.374 | Peek West Enterprises, LTD. |
| 2C | Stripes | 1.4552 | MDC Coast 10 LLC |
| 1B | Star Cinema | 5.6 | Store Capital Acquisitions LLC |
| 5A | XL Parts | 2.081 | Ace Manor Property Management I Ltd |
| 8A | BMSH 1 Katy | 10.542 | BMSH I Katy TX LLC |
| 11B | Cactus | 2 | Peek/Beechnut LLC |
| 17 | Sam's Club | 15.047 | Sam's Real Estate Business Trust #6867 |
| 18 | Springstone | 6.374 | Propstone LLC |
| 19 | Lot 9 Block 6 | 1.221 | Katy Dojo LLC |
| 20 | Lot 10 Block 6 | 1.223 | Verma Amarjit & Neelam |
| 21 | Lot 2 Block 6 | 1.313 | Humus of America Inc |
| 22 | Lot 3 Block 6 | 1.222 | Houston Squash & Fitness Club LLC |
| 23 | NEC Peek & Beechnut | 4.116 | Harris-Fort Bend ESD No. 100 |
| 25 | Grand Lakes Crossing | 2.124 | Westpark Gandlakes Investment LP |
| 26 | 0591 GEO Field, Tract 3 | 20.66 | DD Cinco IV, LLC |
| | | <u>84.4292</u> | |
| | Total Est. Acreage | 294.021 | |

EXHIBIT "C"

LIST OF PROJECT IMPROVEMENTS
(ELIGIBLE FOR REIMBURSEMENT)

North Fort Bend Redevelopment Authority Agreement

| Cty/M/S | Item# | Description of Improvements to Parkway Lakes/MUD 50/ County (Improvement Schedule Requested by County and MUD) | Trigger |
|---------|-------|--|--------------------------------------|
| | | Kelsey Seybold Lane at FM 1093 | |
| Cty | 1 | A. Construct eastbound decel right turn lane on FM 1093 | Completed in 2017 |
| Cty | 2 | B. ROW for decel lane (9420 SF @ \$15/SF) | Already dedicated by plat |
| | | Proposed Driveway #3 at FM 1093 into District West | |
| Cty | 3 | A. Construct eastbound right turn lane on FM 1093 | Construction of driveway |
| Cty | 4 | B. ROW for decel lane (9420 SF @ \$25/SF) | Already dedicated by plat |
| | | Existing Driveway 1 at FM 1093 (Stripes driveway) into District East | |
| Cty | 5 | A. Construct eastbound decel right turn lane on FM 1093 | Construction of new development |
| Cty | 6 | B. ROW for decel lane (4200 SF @ \$21/SF + cost to cure) | 50% development of land area (12 AC) |
| | | Proposed Driveway 6 at FM 1093 Riddle/Ferguson Drive | |
| Cty | 7 | A. Construct eastbound right turn lane on FM 1093 | Construction of driveway |
| Cty | 8 | B. ROW for decel lane (8000 SF @ \$21/SF) | Construction of driveway |
| | | Proposed Driveway 2 at Peek Road (District West Across from Stripes) | |
| Cty | 9 | A. Construct northbound left turn lane on Peek Road | Construction of driveway |
| Cty | 10 | B. Construct southbound right turn lane on Peek Road | Construction of driveway |
| Cty | 11 | C. ROW for southbound right turn lane (3598 SF @ \$21/SF) | Construction of driveway |
| | | Proposed Driveways 4 at Peek Road (District West) | |
| Cty | 12 | A. Construct northbound left turn lane on Peek Road | Construction of driveway |
| Cty | 13 | B. Construct southbound right turn lane on Peek Road | Construction of driveway |
| Cty | 14 | C. ROW for southbound right turn lane (3598 SF @ \$21/SF) | Already dedicated by plat |
| Cty | 15 | D. Construct Traffic Signal | When it meets Peak Hour Warrant |
| | | Proposed Driveways 7 at Peek Road (District East) | |
| Cty | 16 | A. Construct southbound left turn lane on Peek Road | Completed in 2019 |
| Cty | 17 | B. Construct northbound right turn lane on Peek Road | 75% buildout of District East |
| Cty | 18 | C. ROW for northbound right turn lane (3598 SF @ \$21/SF) | 75% buildout of District East |
| | | Park Westheimer Blvd | |
| Cty | 19 | A. Reconstruct as 45' B-B concrete roadway | Under Construction in 2019 |
| Cty | 20 | B. Construct northbound left turn lane on Peek Road | Under Construction in 2019 |
| Cty | 21 | C. Construct southbound right turn lane on Peek Road | Under Construction in 2019 |
| Cty | 22 | D. ROW for southbound right turn lane (3881 SF @ \$21/SF) | Already dedicated by plat |
| Cty | 23 | E. Construct Traffic Signal | When it meets Peak Hour Warrant |
| | | Bellaire and Peek Intersection | |
| Cty | 24 | A. Construct northbound Left Turn lanes at Intersection | Development of southeast corner |
| Cty | 25 | B. Construct northbound Right Turn lanes at Intersection | Development of southeast corner |
| Cty | 26 | C. ROW for northbound right turn lane (3598 SF @ \$15/SF) | Development of southeast corner |
| Cty | 27 | D. Construct westbound Right Turn lanes at Intersection | Development of northeast corner |
| Cty | 28 | E. ROW for westbound right turn lane (3598 SF @ \$15/SF) | Development of northeast corner |

North Fort Bend Redevelopment Authority Agreement

| | | | |
|----------|----|---|---|
| City | 29 | F. Construct Traffic Signal | When it meets Peak Hour Warrant |
| | | Miscellaneous | |
| City | 30 | Traffic Studies for District West | Already Completed |
| City | 31 | Construction of Bellaire Boulevard by Fort Bend County | To be reimbursed to Fort Bend County by adjusted agreement percentage |
| City (4) | 32 | Construction of Beechnut Street by Fort Bend County | |
| City | 33 | Beechnut ROW (60,000 SF @ \$15/SF) | Submission of ROW documents by FBC |
| City | 34 | Miscellaneous traffic studies, median openings, and turn lanes for future development | Development of various tracts |
| City | 35 | Legal and Administrative Fees | |
| City | 36 | Contingency | |

Note: Amounts shown are estimates. Actual reimbursement will be based on audited cost (design and construction) or appraisal.
Note: Construction cost is assumed to include all costs, including design and inspection.

| | | | |
|-----|----|--|--|
| | | Miscellaneous | |
| MUD | 37 | Park Westheimer Blvd Utilities | |
| MUD | 38 | Underground MUD Utilities for the District East property | |
| MUD | 39 | Detention Basin for District East | |
| MUD | 40 | Land for the Detention Basin for District East (3 acres --> 130,680 SF) @ \$11.48/SF | |
| MUD | 41 | TXDOT Detention Basin Completion | |
| MUD | 42 | Regional Detention Basin Pond Completion | |
| MUD | 43 | Waste Water Phase II | |
| MUD | 44 | Water Treatment Plant on Beechnut | |
| MUD | 45 | Land for Water Treatment Plant II (.9 Acres --> 39204SF) @ \$8.33/SF | |
| MUD | 46 | District West - TCEQ Report Cost, TXDOT environmental, various drainage studies | |
| MUD | 47 | Contingency | |
| MUD | 48 | Construct on site drainage for Delaney Project | |
| MUD | 49 | Drainage east of intersection unreimbursed | |
| MUD | 50 | Storm Drain Up Size West of Peek Rd. (Eng., Construction, and Contingency) | |
| MUD | 51 | Cost to drain (10 ac net) north side of Beechnut East to Peek Temporary solution | |
| SPA | 52 | North Park Paving (Kelsey Seybold Lane) | |
| SPA | 53 | Engineering and paving the Internal Streets for District West | |
| SPA | 54 | Engineering and paving the Internal Streets for District East | |
| SPA | 55 | Underground Electric (Tollway and Peek) District West | |
| SPA | 56 | Moving CPE Easements at the Tollway including poles - District West | |
| SPA | 57 | Landscaping and Enhancements on Tollway Property | |
| SPA | 58 | Landscaping and Trees Peek and Bellaire 300 trees | |
| SPA | 59 | Irrigation for Peek and Bellaire for Trees | |
| SPA | 60 | Landscaping, Trees and Irrigation for District West | |
| SPA | 61 | Landscaping, Trees and Irrigation for District East | |
| SPA | 62 | Enhanced Sign Package District West | |
| SPA | 63 | Development Enhancements (Landscape, Hardscape & Signage) District West | |

North Fort Bend Redevelopment Authority Agreement

| | | | |
|---|-----------|---|--|
| SPA | 64 | Park and Improvements to Internal Park District West | |
| Total Projected Improvements | | | |
| Funded Percentage | | | |
| Cty (2) | | County Share | |
| MUD | | MUD Share | |
| SPA | | SPA Share | |
| Final Total (to check balances from all columns) | | | |

Note (1): Lines 31 & 32 for costs associated with Bellaire and Beechnut totaling \$5,121,777 will be captured by the County based on a reduction to county participation for

Note (2): Total County share of \$13,972,692 plus estimated \$14 Million in interest contribution for any Authority bonds and or developer interest, per approved agreement

Note (3): Amounts shown are estimates. Actual reimbursement will be based on actual costs for construction or the sale of land for ROW.

Note (4): Amount to be reduced by 8% of actual project for tract R381394 currently owned by Harris-Fort Bend Emergency Services District No. 100.

Original numbers
Difference

North Fort Bend Redevelopment Authority Agreement

| Budget | County Reimbursement (3) | MUD Reimb. | SPA/from sales tax | |
|--------------|--------------------------|------------|--------------------|--|
| \$ 200,000 | \$ 200,000 | | | |
| \$ 141,300 | \$ 141,300 | | | |
| \$ 300,000 | \$ 300,000 | | | |
| \$ 235,500 | \$ 235,500 | | | |
| \$ 300,000 | \$ 300,000 | | | |
| \$ 170,000 | \$ 170,000 | | | |
| \$ 300,000 | \$ 300,000 | | | |
| \$ 168,000 | \$ 168,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 75,558 | \$ 75,558 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 75,558 | \$ 75,558 | | | |
| \$ 400,000 | \$ 400,000 | | | |
| \$ 100,000 | \$ 100,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 75,558 | \$ 75,558 | | | |
| \$ 1,100,000 | \$ 1,100,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 81,501 | \$ 81,501 | | | |
| \$ 400,000 | \$ 400,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 53,970 | \$ 53,970 | | | |
| \$ 150,000 | \$ 150,000 | | | |
| \$ 53,970 | \$ 53,970 | | | |

North Fort Bend Redevelopment Authority Agreement

| | | | | | | | |
|----|-----------|----|-----------|--|--|--|--|
| \$ | 400,000 | \$ | 400,000 | | | | |
| \$ | 25,000 | \$ | 25,000 | | | | |
| \$ | 945,799 | \$ | 945,799 | | | | |
| \$ | 4,175,978 | \$ | 4,175,978 | | | | |
| \$ | 900,000 | \$ | 900,000 | | | | |
| \$ | 1,000,000 | \$ | 1,000,000 | | | | |
| \$ | 500,000 | \$ | 250,000 | | | | |
| \$ | 500,000 | \$ | 500,000 | | | | |

Values for land values.

| | | | | | | | |
|----|-----------|----|-----------|----|---------|--|--|
| \$ | 1,000,000 | \$ | 1,000,000 | | | | |
| \$ | 1,400,000 | \$ | 1,400,000 | | | | |
| \$ | 500,000 | \$ | 500,000 | | | | |
| \$ | 1,500,000 | \$ | 1,500,000 | | | | |
| \$ | 1,219,538 | \$ | 1,219,538 | | | | |
| \$ | 3,200,000 | \$ | 2,400,000 | \$ | 800,000 | | |
| \$ | 1,000,000 | \$ | 1,000,000 | | | | |
| \$ | 1,950,000 | \$ | 1,950,000 | | | | |
| \$ | 326,700 | \$ | 326,700 | | | | |
| \$ | 75,000 | \$ | 75,000 | | | | |
| \$ | 250,000 | \$ | 250,000 | | | | |
| \$ | 130,000 | \$ | 130,000 | | | | |
| \$ | 135,000 | \$ | 135,000 | | | | |
| \$ | 177,950 | \$ | 177,950 | | | | |
| \$ | 50,000 | \$ | 50,000 | | | | |
| \$ | 783,140 | \$ | 783,140 | | | | |
| \$ | 1,400,000 | \$ | 1,400,000 | | | | |
| \$ | 800,000 | \$ | 800,000 | | | | |
| \$ | 1,250,000 | \$ | 1,250,000 | | | | |
| \$ | 100,000 | \$ | 100,000 | | | | |
| \$ | 300,000 | \$ | 300,000 | | | | |
| \$ | 1,000,000 | \$ | 1,000,000 | | | | |
| \$ | 300,000 | \$ | 300,000 | | | | |
| \$ | 500,000 | \$ | 500,000 | | | | |
| \$ | 400,000 | \$ | 400,000 | | | | |
| \$ | 200,000 | \$ | 200,000 | | | | |
| \$ | 500,000 | \$ | 500,000 | | | | |

North Fort Bend Redevelopment Authority Agreement

| | | | | | | | |
|----|------------|----|------------|----|------------|----|-----------|
| \$ | 1,000,000 | | | \$ | 1,000,000 | | |
| \$ | 35,625,020 | | | | | | |
| | | \$ | 13,927,692 | | | | |
| | | | | \$ | 12,364,188 | | |
| | | | | | | \$ | 9,333,140 |
| \$ | 35,625,020 | | | | | | |

66% to 50% AV years 1-5 unless repaid sooner by sale of Authority bonds.
it.

| | | | |
|--------------|----------------|-------------|-------------|
| \$34,462,328 | \$15,178,950 | \$9,920,238 | \$9,333,140 |
| \$ 1,162,692 | \$ (1,251,258) | \$2,443,950 | \$0 |

EXHIBIT "D"

PROJECT QUALITY GUIDELINES

The maintenance areas shall be kept in a first class manner, neat, orderly, planted in grass and landscaped in accordance with the Development Guidelines included herein. The maintenance is to include, without limitation, the following:

- (a) removing all papers, debris, filth and refuse;
- (b) keeping the area in a clean and orderly first class condition; and
- (c) maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

The attached photographs and renderings are representative of a standard acceptable to the Authority.

Parkway Lakes

Development Guidelines



Hermes Architects

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1. Equipment Access and Construction Parking
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6. Construction Hours

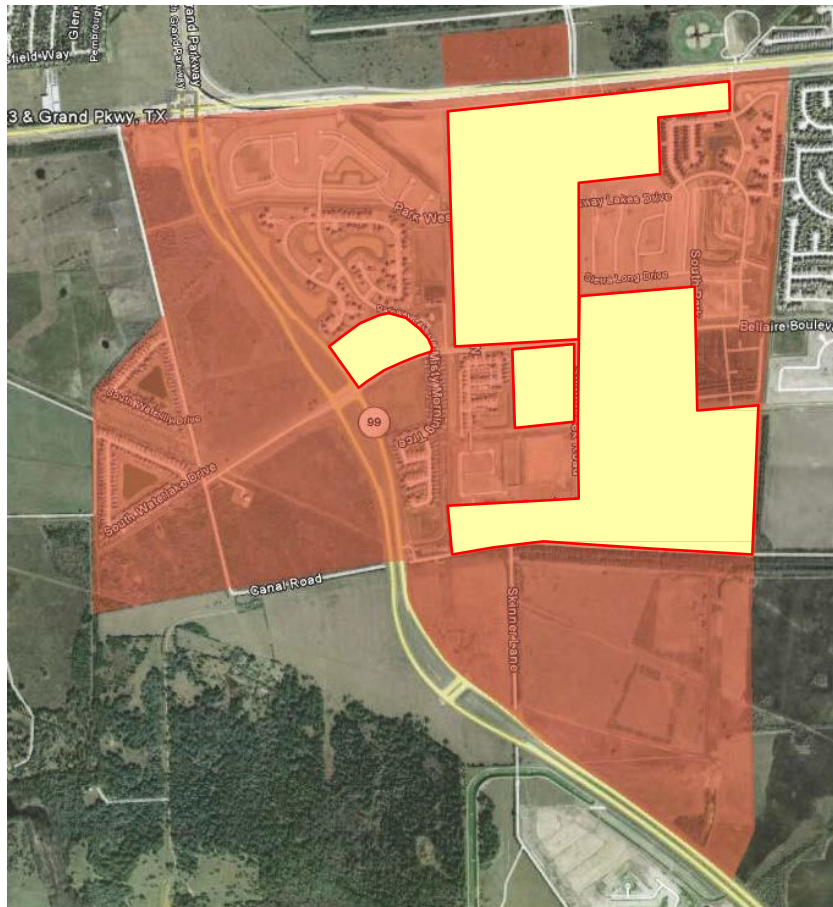
C. Street Paving

I. Introduction and Philosophy

Parkway Lakes' developments are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that each Parkway Lakes development has an overall set of policies and standards to provide a framework for dealing with these changes. In an effort to protect and enhance property values by encouraging and guiding compatibility of site, building and signage design in new and existing development, Parkway Lakes has created these Commercial Development Guidelines.

These Guidelines are designed to serve as a key mechanism by which Parkway Lakes guide their commercial developments and are intended to apply to property subject to Westheimer Parkway Lakes Property Owners Association, Park Westheimer Property Owners Association and Park Westheimer Commercial Association. They give landowners considerable flexibility in developing their property as long as their projects conform to certain criteria designed to protect the integrity and value of the community. The basic purpose of these Guidelines is to encourage quality design and character while mitigating undesirable impacts before accomplished through and other private enterprises.

The Commercial Development Guidelines are not intended to be an absolute design regulation nor presume to predict all possible site specific conditions. Additionally, they do not supercede any local ordinances.



A. General Commercial Information

Parkway Lakes' commercial development classifications were established as a control mechanism. Commercial classification uses are defined as follows:

1. Retail and Commercial:

Free-standing retail, retail shopping centers, service stations, cinemas, hotels, restaurants, banks, entertainment facilities, research and development facilities, service/distribution centers, showrooms, auto dealerships, and related retail uses.

2. Office

Professional office buildings, free-standing or campus style

3. Institutional

School and church site, day care facilities, library, hospital, government or community buildings, etc.

4. Multi-Family Residential Attached Units

Multi-family residential development including apartments, townhouses and patio homes of medium (5 to 18 units per net acre) and high density (18 or more units per net acre).

B. Architectural Review

(For uses other than single-family residential construction)

To insure the integrity of the development concepts defined in these Guidelines an in accordance with applicable declarations, the following activities must be reviewed and approved by the appropriate Architectural Review Committee (ARC) prior to commencement:

Clearing

Demolition

New Construction

Signage (temporary and permanent)

This document provides general development guidelines to property owners in Parkway Lakes' developments. However, the ARC will apply flexibility and latitude in its approval and disapproval of plans and specifications. The flexibility can allow the ARC to accommodate individual project master-plan objectives. It is the responsibility of the builder/developer to provide substantiating information to the ARC on all special conditions or circumstances regarding a deviation from these guidelines.

It is the responsibility of the builder/developer to become thoroughly familiar with these Guidelines and to raise questions of interpretation at the earliest possible time.

C. Approval Procedures

The Architectural Review Committee (ARC) approval consists of a two-step process: Preliminary Plan Approval, and Final Construction Plan Approval. A pre-planning discussion with the ARC is recommended to highlight any specific sensitivity that may exist. The approval process may include referral to a qualified outside consultant.

Following review by the ARC at Step 1 and Step 2, a summary letter stating the results of the review will be mailed to the builder/developer within thirty (30) days of the submittal. The ARC will endeavor to expedite the review and response process.

Step 1: Preliminary Plans. The builder/developer is required to submit the following preliminary information when available:

- Floor Plans
- Exterior Building Elevations
- Site Plan
- Site size (acreage)
- Existing improvements on site (utilities, fencing)
- Percentage of site devoted to open space
- Existing vegetation locations within proposed setbacks or reserves that may be impacted by land use, driveway or services access parking lots, or median cuts.
- Building(s) location and size (square footage)
- Building and parking setback/dimensions
- Parking lot(s) configuration, ratio, and capacity
- Service area(s), trash receptacle, and mechanical equipment locations (with screening method)
- Proposed fencing and/or screening walls
- Satellite/antenna dish location (with screening method) and proposed signage location
- A note outlining the builder/developer's understanding of maintenance and irrigation boundaries for the site where the site adjoins an existing maintained landscape setback.

Plans should be drawn in a format typically produced by a registered professional architect. The builder/developer may wish to submit a rendering or sketch of exterior building appearance as a supplement to this submittal.

ARC approval of preliminary plans does not constitute ARC acceptance of final construction drawings or approval to begin construction. All information required in Step 2: Final Construction Plan Review must be submitted and approved in writing prior to construction. The ARC may convene and act on special occasions in an effort to accommodate unusual situations where justified. These procedures are part of the overall effort to insure that an acceptable quality level is attained without the necessity of imposing undue, cumbersome regulation.

Step 2: Final Construction Plans. Upon completion and approval of Preliminary Plans (Step 1), the builder/developer may submit Final Construction Plans (Step 2). The submittal should include the following:

- Site Plan
- Utility layouts on site (approval(s) by appropriate agencies required)

Landscape plans including irrigation plans and tree preservation plan
Exterior lighting plans (including photo meters details)
Signage plans and elevation(s) (temporary and permanent location)
Architectural elevations (all sides)
Exterior material and color samples

Additionally, the Owner's construction contact and field superintendent's name and telephone number must be provided to the ARC.

The Builder/Developer shall engage a registered professional architect, landscape architect, and engineer for the preparation of the project plans, specifications, and construction administration services.

All components of building and site design must adhere to the local codes having jurisdiction. Projects in the city of Houston must adhere to the City of Houston Building Code, Development Ordinance, Landscape Ordinance, Parking Ordinance and/or any other applicable codes, statutes, regulations, or ordinances. Where no local code is in effect, the Standard Building Code shall be used for the basis of construction. The builder/developer is responsible for obtaining Fort Bend County Drainage District and Municipal Utility District approvals. The builder/developer will also be responsible for determining the nature of restrictions associated with pipeline or utility easements which may be located on the site. The ARC will not be responsible for the interpretation of any building codes or ordinances. ARC approval does not release the builder/developer from the responsibility of compliance with all codes, ordinances, or regulations in effect.

The builder/developer is responsible for abiding by all Non-Point Discharge Elimination System (NPDES) regulations under TXR150000 – Construction General Permit. For this effort, the builder/developer must prepare a Pollution Prevention Plan (PPP) for the construction site, including an erosion and sedimentation control plan for the site which must be included in the construction drawings. The builder/developer is also responsible for submitting a Notice of Intent (NOI) to Texas Commission on Environmental Quality (TCEQ) for compliance with TCEQ's General Permit. Parkway Lakes retains the right, but not the obligation, to request a copy of the builder/developer PPP and to make on-site inspection and reasonable changes to ensure adequate erosion protection.

No construction may commence until plans have been approved by the ARC. The ARC reserves the right to enforce compliance with the approved plans by legal means as necessary.

D. Variances

The ARC will consider the potential negative impact and precedent that may be set within the development regarding a variance request. Variance may be granted in situations where the builder/developer can fully satisfy the ARC that adherence to the guidelines:

1. Presents a significant hardship to the project;
2. An alternate approach which exceeds the intent of these Guidelines is preferable; and/or
3. The Guidelines do not adequately address a specific condition;

4. A precedent within close proximity to the site has previously been set;
5. The variance does not set a negative precedent within the community.

The builder/developer should not plan or design any portion of a project on the assumption of receiving a variance to these guidelines. It is suggested that the builder/developer contact the ARC immediately should the adherence to the Guidelines propose a potential problem or as questions arise regarding the interpretation of these guidelines. Further, the Arc shall not be responsible for any redesign caused the builder/developer as a result of misinterpretations of the Guidelines.

II. General Development Guidelines

A. Site Planning

Planning for site entrances, landscape design, pedestrian access, vehicular access and parking, building location and character, security and site utilities must be executed to preserve existing site improvements and landscaping where possible. All site planning must meet the criteria listed below.

1. Open Space Requirement

Open Space is defined as land not covered by building structures or used for automobile circulation and/or parking. However, open space may include landscape reserves, swimming pools, tennis courts, and pedestrian sidewalks with a landscape area. All open space must be landscaped and irrigated unless it remains as undisturbed forest, wetland, or other natural area. Open space does not include street right-of-ways.

Open space requirements are as follows:

| <u>Use</u> | <u>Open Space Required</u> |
|--|----------------------------|
| Retail, Commercial and Office Buildings | |
| Sites under 5 acres | 20% |
| Site over 5 acres | 10% |
| Institutional | |
| Schools (excluding ball fields), churches, etc. | 20% |
| Multi-Family Residential | |
| 8 to 18 units 1 acre with 250 SF of courtyard/unit | 30% |
| 8 to 18 units 1 acre without a courtyard/unit | 40% |
| Over 18 units 1 acre with 250 SF of courtyard/unit | 20% |
| Over 18 units 1 acre without a courtyard/unit | 30% |
| Business Parks, Service/Distribution, Office Showrooms | 20% |

Note: For multi-family residential projects, it is recommended that each unit be provided with two hundred (200) SF of private open space with a view of a landscapes greenbelt, courtyard, or general open space.

2. Setback Requirements

Setback areas, including easements, must be landscaped and irrigated unless they remain as forest, wetland, or other natural area. Setbacks are measured from the property line.

Setbacks are required, as indicated below, along all public streets and interior property lines unless specifically altered by Parkway Lakes in the deed or by City of Houston requirements. None of these setbacks may be paved except for driveway and sidewalk crossing approved by the ARC.

| | <u>Building/ Parking Setbacks</u> | <u>Building Setback</u> | <u>Parking Setback</u> |
|---|---|-----------------------------|----------------------------|
| Major Highway (interstate, freeway) (Grand Parkway) | | 75 feet | 50 feet |
| Minor Highway (Westheimer FM 1093) | 50 feet | | |
| Major Thoroughfare/Artery (Beechnut, Peek, Bellaire) | | 50 feet | 25 feet |
| Collector Street between Thoroughfares | 25 feet | | |
| Local/Neighborhood Streets | | 25 feet | 10 feet |
| Side or Rear Lot Line ** | | | |
| -Adjacent to non-residential | 10 feet | | |
| -Adjacent to residential | 25 feet | | |
| -Adjacent to greenbelt/detention | 10 feet | | |

* Unless modified by the ARC.

** When setback accommodates a utility easement, the setback must be increased by five (5) feet.

3. Landscape Requirements

Master-planned communities include quality landscaping in setbacks, reserves, and open spaces. At a minimum, all sites must comply with the City of Houston or other applicable local Landscape Ordinance. When such an Ordinance is unavailable, the following minimums must be met: All projects must be landscaped and irrigated to complement the quality and design of the landscaping on the adjacent public streets or greenbelts and blend with the residential areas. All landscape and irrigation plants must be submitted to the ARC for review and approval.

a. Setbacks

All sides of a project are visually important. The front and side setbacks should receive equal attention. All setbacks in non-forested areas must be landscaped with a combination of low growing shrubs and trees. Berms may be used in lieu of low growing vegetation. Tree clustering is encouraged. All berms should be kept to a slope of 3:1 or less with a maximum height of four (4) feet. Landscape treatment which exceeds the Landscape Ordinance is encouraged in front setbacks along public

streets. Particular attention should be given to screening parking lots from the public right-of-ways. The ARC reserves the right to determine the appropriate level of landscape required which may exceed those requirements as outlined in the Landscape Ordinance.

b. Parking Lots

Landscaping and the planting of shade trees for sun screening is required in parking lots and along pedestrian walkways. For site larger than five (5) acres, parking lots are required to have landscaped areas or “islands” totaling at least 5% of the parking lot area.

c. Plant Species

Plant species for all landscape islands should be carefully selected for tolerance to exhaust fumes and pavement heat. Trees that drop sap are to be avoided as are trees that drop large amounts of blossoms, seeds, and pods that may clog drains. Additionally, the use of trees that are susceptible to insects and disease, as well as trees with expansive root systems that could disrupt paving and underground lines, should be voided. Please see Appendix A: Recommended Landscape Planting List.

d. During Construction

If landscaping exists in the proposed setbacks, it must be retained and protects during construction. Existing trees installed within the last three (3) years in landscape setbacks and located at proposed driveway locations must be relocated within the setback or replaced with equal specimens. Elsewhere on the site, existing trees should be saved wherever possible and incorporated into the required open space areas.

4. Building Orientation

When orienting and locating the building(s) on a site, visibility and privacy issues from adjacent roads, location of existing trees, parking lot circulation, pedestrian connections to adjacent buildings or parcels, energy conservation, and impacts to adjacent buildings, existing or future, should be considered.

Buildings are a positive influence on creating a development and public space. Where appropriate to the site, buildings should be oriented to the street. The parking lot should be internal to the site and screened from the street-an arrangement which accents the building, promotes pedestrian traffic and enhances the street scene.

For multi-family projects, the entry drive into the site should feature landscaped medians. Parking lots and covered parking structures should occur on the interior of the site. Individual units should be oriented to the amenity whenever possible. When living units face directly onto a street, setbacks may be increased in order to provide adequate space for a landscaped buffer.

5. Vehicular Access

Location of ingress and egress will be controlled and traffic circulation impacts must be carefully evaluated. The builder/developer is responsible for meeting all local city or county traffic standards. All proposed curb-cuts are subject to review and approval by the ARC. The ARC may require appropriate traffic analysis to be submitted for review.

Vehicular access should be designed to:

- minimize auto/pedestrian conflicts
- minimize curb-cuts
- maximize curb-cut distance to a major intersection in an effort to
- minimize automobile conflicts

Shared curb-cuts between two parcels are encouraged. Driveways or curb-cuts along the curve portion of a frontage road at an intersection of a highway and a major thoroughfare is strongly discouraged.

6. Service Access and Service Areas

Service drives and service areas should not interfere with parking, driveways or walkways and must be screened from adjoining properties, all public right-of-ways, and from the office areas of any other buildings which share the site. Ideally, service areas should be provided at the rear (side opposite the street) of all buildings. Service areas which are recessed into tile buildings are preferred. These areas should be paved, internals drained and screened from public view (including views from upper floors of adjacent buildings). In all cases, screening must be compatible with building materials.

7. Outside Storage Operations

Outside storage operations are prohibited except in certain instances when deemed by the ARC to be absolutely necessary for the functioning of a service distribution center or retail, such as a nursery. Outside overnight storage of automobiles or motorized vehicles is generally prohibited. When storage occurs, these activities must be screened from public view in a manner which is architecturally compatible and approved by the ARC. Towers, tanks, and other structures or equipment must be effectively shielded from public view. The location and appearance of special equipment are subject to review and approval by the ARC.

8. Pedestrian Access

Free-standing buildings are encouraged to provide pedestrian connections between immediately adjacent commercial sites or public path systems. Important connections to retail facilities, residential areas, office complexes, neighborhood greenbelts and open space should be designed into the site in low traffic areas and

identified to users and drivers for safety. The on-site pedestrian system should be integrated with existing or future connections to adjacent sites.

Walkways for high turnover parking lots are highly encouraged. These walkways should be designed for safe access from buildings to parking areas. These walkways should be integrated with existing sidewalks and be constructed of concrete, stone, brick, tile, or other hard, slip-resistant surface materials and be enhanced with landscaping to help distinguish and make them pleasant.

9. Minimum Parking Requirements

An adequate number of parking spaces for employees, customers/visitors, and the handicapped are required for each site. All parking spaces required to meet parking ratios must be located off street. Parking should be provided in close proximity to the building(s) being served. Parking lots should not be used by delivery or service vehicles either for parking or as the primary means of reaching service areas. At a minimum, all sites must meet the minimum parking ratios of the City of Houston Parking Ordinance or other local ordinance in effect.

10. Parking Lot Design Standards

Parking lot plans must be included with all submittals for ARC approval. Parking lots should be designed to minimize the distance between parking space and building entry for as many parking spaces as possible. Parking lots must be constructed of concrete. A variance for the use of asphalt or decorative masonry may be granted by the ARC on a case by case basis.

All parking lots shall be designed in accordance with City of Houston standard stormwater runoff curves. All driveway connections must be built by applicable City or County standards with a minimum turning radius of fifteen (15) feet off of local streets and twenty-five (25) feet off of major thoroughfares. Expansion and construction joints shall be located in accordance with current engineering design principles and sound construction practices.

Parking may be developed on grade, below grade, or in multi-level structures above grade. On-grade parking should appear inconspicuous, not dominate its environs, and must be visually screened from adjacent property and green space by the use of berms, new trees, and the preservation of existing trees. Entrance drives should terminate in a drop-off point at the front entrance to the building.

All parking lots should be separated from service areas and should be designed to discourage use by delivery vehicles for parking, or as the primary means of reaching service areas.

High-Density Residential: Parking should be fragmented into lots of twenty to forty (20-40) spaces. Parking should occur in the interior of the site with the multi-family units oriented toward the street(s) side and side lots of the property.

Medium-Density Residential: Clustered surface parking, individual parking pads, or individual garages may be utilized in medium-density residential projects. Parking must be screened from the view of all public streets. If garages or individual pads are used for parking, separate and clustered parking must be provided for guests.

Parking should be located to provide clear and direct access to each unit. Projects which include garages and individual driveways in the front of the unit may reduce the guest parking requirement. The driveway must be a minimum of eighteen (18) feet from the front of the garage to the curb or sidewalk, whichever is closest.

11. Parking Garages

For all uses, structured above-grade parking should be designed to incorporate a minimum number of levels, appear as inconspicuous as possible, and be compatible with its respective building as well as other structures on neighboring sites (concrete construction preferred). Parking structures should be no more than one-third (1/3) screened by solid spandrel panels. Cable barriers alone are discouraged. All parking structures must not exceed the height of its respective building. In general, it is recommended that parked vehicle structures must be internally drained, and exterior finish materials and color must be approved by the ARC.

When a parking garage is utilized, a minimum of one (1) tree at least four and one-half (4-1/2) inches in caliper and at least fifteen (15) feet in height, per twenty five (25) feet of garage perimeter is required to be planted at the case of the parking garage. This is in addition to any general landscape requirements applied to the site.

Locations of entrances and exits should be planned to have the least impact on the residential streets and busy intersections.

12. Drainage

Internal site drainage is the responsibility of the building developer. Surface drainage to adjacent tracts is prohibited. Fort Bend Municipal Utility District No. 50 and Fort Bend Levee Improvement District No. 12 in which the project is located, plus **Fort Bend County Drainage District**, and any and all another appropriate agencies, must inspect and approve connections to their systems when applicable. All sites must have drainage contained on site.

Surface drainage and roof run-off shall be diverted away from the building foundations, either directly to storm detention areas, storm sewers or their inlets. Drainage from open space of a building may be sheet-drained across a sidewalk to parking lot drainage points. Roof run-off must be directed to interior roof drains or to gutters and down spouts. Down spouts shall tie directly into storm sewers. All drainage must be designed by a licensed professional engineer.

13. Easements

All recorded easements and right-of-ways must be observed. Any use within the easements must have approval from the easement owner and the ARC. Additional easements for utilities service may be imposed if required.

B. Site Elements

Site elements are improvements to the site which can affect the aesthetics and visual integrity of the site as a whole. They are to be carefully considered and are subject to ARC review.

1. Utility Areas and Communication Equipment

All utility areas located outside the building must be screened from adjacent public streets and adjoining private property. Location of utilities inside the building is preferred. Banks of electric meters shall not be visible from public roadways. Towers, tanks, antennae, satellite dishes, and other structures or equipment shall be screened from adjacent public streets and adjoining private property. All transformers must be pad mounted and screened by a wall, fence, or landscaping, and/or painted to coordinate with the adjacent building. All transformer electrical drops and utilities must be underground, including secondary power, unless specifically approved by the ARC. For roof top penetration requirements please see section C-5, Rooftop Equipment. The location and appearance of all utility and communication equipment is subject to review and approval by the ARC.

2. Trash Receptacles and Enclosures

Trash receptacles must be oriented to the building service areas and screened with a four-sided enclosure. The enclosure must be constructed of materials compatible with the building. The enclosure must be two (2) feet taller than the height of the receptacle and a minimum of eight (8) feet in height. Masonry construction is preferred. Gates should be constructed of metal and be opaque. Wood gates supported by a structure of tubular metal are acceptable for all uses except mid or high rise office buildings. Wood-link or chain-link materials are not acceptable for either the enclosure or the gate.

3. Screen Walls and Fencing

In some instances it may be necessary to provide screening between a commercial property and a neighboring commercial or residential property. When, in the judgment of the ARC, screening is required, the site developer will install a six (6) foot to eight (8) foot fence or wall along the property line. Any wall(s) or fencing must be constructed of materials which are compatible with exterior materials of the building as approved in writing by the ARC. Curb stops in parking areas are required to prevent damage to walls and fencing. The use of chain-link fencing is generally prohibited. In limited cases, the ARC may grant a variance for chain-link where the fence is not visible from the street or adjacent property. If approved, the fence must be vinyl coated in a color approved by the ARC.

Multi-Family Residential: The common line between multi-family residential projects of medium and high density and open space areas may be fenced. When adjacent to park space or greenbelt, fences are to be painted pipe metal or wrought-iron with a standard height of six (6) feet and a standard panel length of eight (8) feet. Spacing between pickets should be a minimum of four (4) inches. Paint finish must not conflict with the color of adjacent structured and must be rust-proof. When adjacent to non-desirable open space, such as drainage easements, the fence may be a solid fence with a maximum height of eight (8) feet. The specific color and design of fences and gates must be reviewed and approved by the ARC. Rear and side lot fencing not facing a roadway may be opaque.

Walled or fenced courtyards are encourages for townhouse or patio home projects. The walls of private courtyard which face public streets must be constructed of the same predominant materials as the building. Chain link fencing is prohibited.

4. Mailboxes

All mailboxes should be placed inside the building or at lighted entrances to building clusters. Mail delivery and pickup must be coordinated between the builder/developer and the U.S. Postal Service.

5. Flagpoles

A maximum of two (2) flagpoles per site will be allowed to display the U.S. and the Texas flag only. School site will be permitted one (1) additional flagpole to display the school flag. Submission for ARC review should include pole locations, flag, and pole sizes.

The flagpoles should be one piece construction of seamless metal tubing or fiberglass; and taper approximately one (1) inch to each five and one half (5-1/2) feet of length. Poles should be a single architectural color such as white, clear anodized, or dark bronze finish.

The maximum height of a flagpole shall not exceed thirty-five (35) feet; the pole should be capable of withstanding local wind velocities.

The length of the flag should be approximately one-fourth (1/4) the height of the pole on which it is mounted. Building-mounted flagpoles are not permitted. Illumination of flags will be permitted for permanently mounted flags only. Flags and/or poles must be replaced when they become faded or worn.

6. Lighting

The Fort Bend County Lighting Ordinance describes minimum lighting requirements. Site lighting fixtures must be installed and should provide a sense of safety and security throughout the area. Spill-over into adjacent properties must be avoided and is prohibited where adjacent property is single family residential. All public street lighting will be installed by the local power company.

For parking lots, the light fixture should be a basic box shape with light shut-off, such as Kim EKG model or equal, mounted on a metal pole not to exceed thirty (30) feet in height or as determined appropriate by the ARC. The light color should be warm and consistent with surrounding light sources. Parking lots must be illuminated to a minimum of one (1) foot-candle (11 lux). Any lighting used to illuminate off-street parking areas shall be located, shielded, and directed upon the parking area in such a manner that it does not reflect or cause glare onto adjacent properties or interfere with street traffic. Figure 1

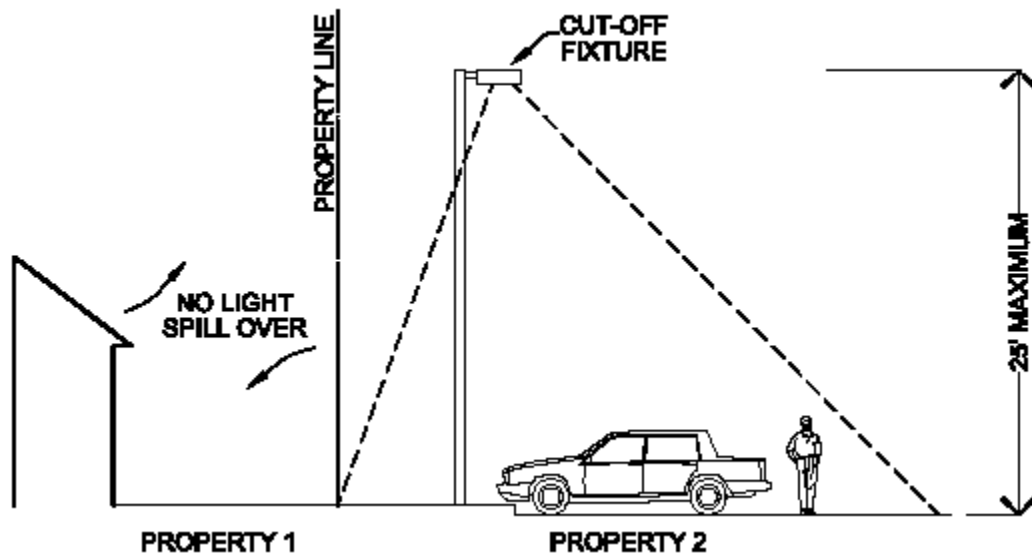


Figure 1 – Site Lighting

The light fixture luminaire for open-space and walkway fixtures should be a box or other approved design mounted on a pole no exceeding fifteen (15) feet in height. The fixture and pole color should be compatible with the building or other site lighting. Open space and walkways will be illuminated to approximately two (2) foot-candles (22 lux).

The use of low level lighting, landscape accent lighting and architectural lighting is encouraged. The illumination source should be a “warm light”.

All light fixtures and lighting plans are subject to approval by the ARC.

7. Site Furnishings/Play Equipment

Site furnishings and site architectural elements are encouraged and must be compatible in materials and color with the building. Outdoor seating and gathering areas are highly encouraged. Trees in grates and planters located in and near facilities can provide a visual amenity and incorporate seating areas. All paving and tree grates should provide safe footing for pedestrians.

Exterior playground equipment requires ARC review and approval in writing prior to construction and installation. Color samples must accompany any request for

consideration. Playground equipment shall not exceed twelve (12) feet in height. Play equipment will be substantially screened from adjacent residential uses.

8. Helicopter Pads

Helicopter pads will be considered on an individual basis by the ARC and are subject to prior approval by local or federal authorities having jurisdiction.

C. Structures

1. Building Design and Character

Architectural character of buildings should be complementary to the overall image of the community. Architectural compatibility will be included in the ARC review.

Design codes of the appropriate jurisdiction must be met and, in all cases, shall meet or exceed the requirements of the City of Houston Building Code or the Standard Building Code.

Building locations should reflect consideration for roadway visibility, arcades, existing tree stands, and parking lot circulation. Buildings on corner sites should be positioned close to roadways with landscaping between the building and the adjacent street pavement.

All buildings should incorporate clean, functional design. Building mass should be simple, geometric and finished in the same materials on all sides. Building-mounted signage or sign bands, where necessary, should be integrated into the elevation design.

The sides and backs of buildings should be architecturally consistent with the front. Side or back elevations which are most often viewed by the general public may require as much attention as the front elevation. Roof lines, architectural detailing, and landscaping are all features that can be utilized to accomplish this objective.

Multi-tenant buildings should be constructed with compatible materials and design characteristics in order to present the identity of an organized building cluster. There should be a compatible family of design elements in building form and materials, roof, lines, colors, and landscaping.

Multi-family buildings should be residential in scale and character. Balconies and wing walls for privacy are encouraged. When used, they should be part of the design and not appear as separate elements. First floor patios must be screened by a privacy fence or wall. Carport locations and materials should complement the residential buildings.

Building height with master-planned residential communities is limited by the use and location in each community. When a site is immediately adjacent to single family residential construction, the maximum building height is limited to thirty-five (35) feet at a point twenty-five (25) feet back

of the property line. The building height may increase from that point at a 1:1 ratio to a maximum height of sixty (60) feet.

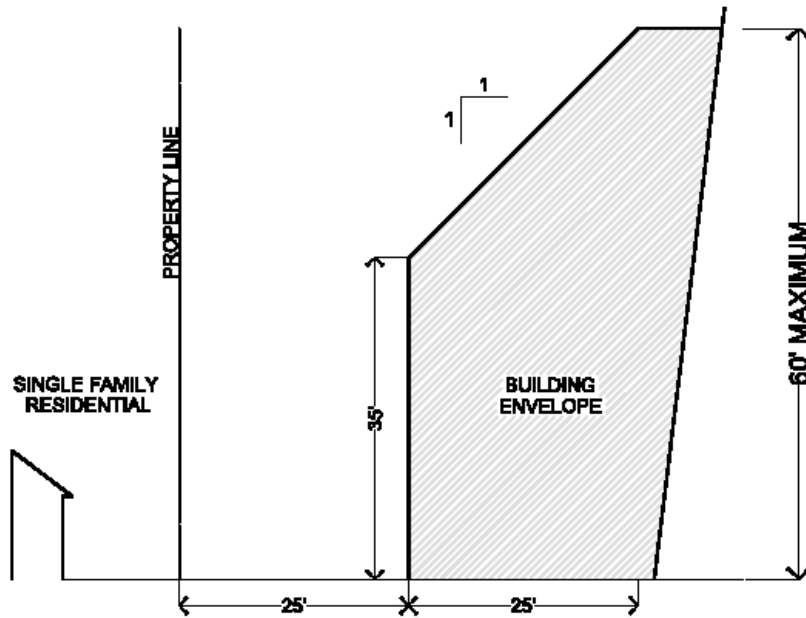


Figure 2 – Building Height

2. Energy Conservation

Energy conservation should be a factor in building design. Energy-conscious design should include building siting, exterior building envelopes, energy-efficient heating, ventilating, air conditioning, water heating, illuminating systems, and other equipment for effective use of energy.

Energy conservation should consider the following:

- Number of stories
- Exterior surface colors
- Shading or reflections from adjacent structures, surrounding surfaces or vegetation
- Opportunities for natural ventilation responding to prevalent wind direction
- Adequate thermal resistance and low air leakage

3. Exterior Materials and Colors

All exterior materials should compliment the architectural design and the overall image of the development in which it is located. Buildings should be constructed with compatible materials, textures, colors, and forms. No more than two (2) dominant materials should be used on a building exterior.

Acceptable materials are concrete, concrete block, glass, glass block, brick, split face concrete block, stone, wood, metal, stucco and stucco-like materials. Current technology should be considered in construction material selections, i.e., use of energy-conserving glass. Corrugated steel or aluminum siding, industrial building systems, and plastic are some of the materials generally prohibited from use unless approved by the ARC for a site location not visible from the public street or adjacent site.

Earth-tones with limited pastel alternatives are recommended for dominant wall colors for building materials. An accent color may be applied to trim, fascia boards, door panels, or miscellaneous metals. All colors are subject to Arc review and approval.

4. Roof Design and Materials

Roof forms and materials on all buildings within immediate proximity should be compatible with one another to create the image of an ensemble. Pedestrian arcades, canopies, and overhangs should be integrated with the roof form. Roof color should be uniform and integral to the materials. Earth-tones such as gray, green, beige, red or brown are acceptable. Acceptable materials include asphalt shingle, wood simulated composition, slate, metal, and built-up or single-ply membrane.

5. Roof-top Equipment

Roof-top penetrations and mechanical equipment must be completely screened from view from public streets and neighboring parcels by a parapet wall. The parapet wall must be compatible with building materials. Roof-top equipment must be painted to blend with the color of the building or the roofing system when visible from adjacent parcels or buildings.

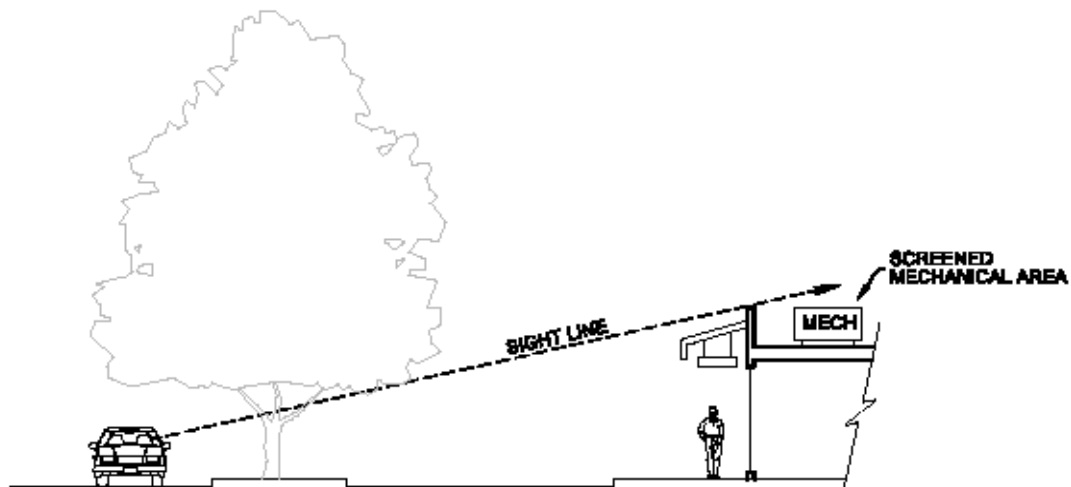


Figure 3 – Roof-top Equipment

6. Pedestrian Arcades

Pedestrian arcades and covered walkways are encouraged and should be incorporated to link adjacent buildings. Arcades and canopies create identity and provide shade.

7. Awnings

Awnings that serve a functional purpose and are compatible with the building forms are acceptable. Awnings may be installed over openings such as doorways, windows, recessed openings, and archways. The use of angled or “lean-to” type awnings is preferred over other configurations. Awnings are recommended to be one solid color or striped. Multicolor/patterned awnings other than striped are discouraged.

Awnings may be constructed of canvas and metal. The frame must be securely attached to the building and finished in a non-corroding surface. The individual width of an awning should not exceed the width of the opening for which it is intended. The height of an awning shall be limited to not more than one-half (1/2) the height of the opening for which it is intended. Awnings must be replaced when they become faded or worn. No graphics are permitted on an awning in a multi-tenant retail center due to the inconsistent coloration that may result as awnings are replaced in a piecemeal fashion when tenants vacate their space. Logo graphics (no text) may be permitted on awnings for freestanding retail buildings at the discretion of the ARC.

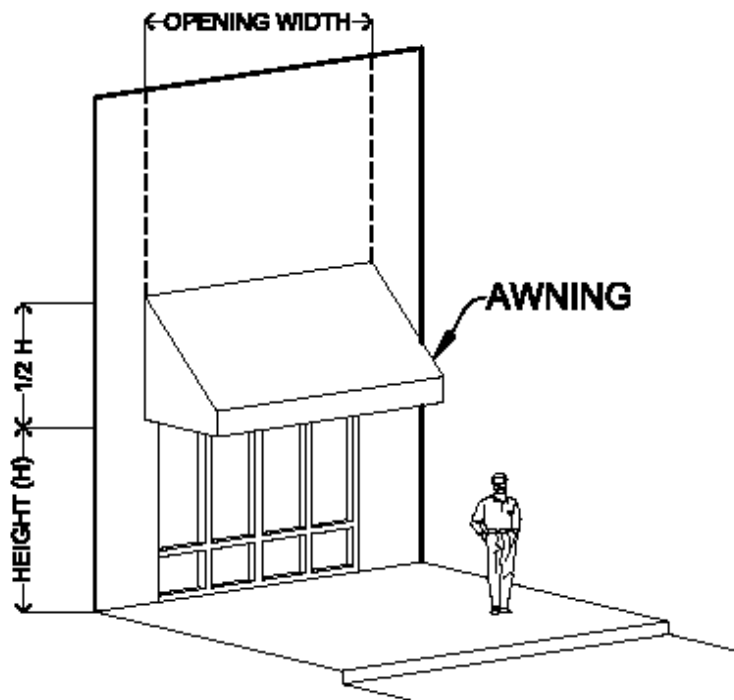


Figure 4 – Awnings

8. Burglar Bars

Wrought iron and/or burglar bars will be considered only if the ARC determines that they are compatible with the architectural character of the building. Burglar bars on the exterior are prohibited. When approved, burglar bars must be attached to the inside of the window frame behind the glass. Approval must be granted prior to installation.

D. Signage

All non-residential uses must conform to the signage requirements outlined below unless specified otherwise by additional requirements outlined in the development-specific guidelines contained in Appendix C. Whenever a question arises, the order of governance shall be the requirements outlined in the development-specific guidelines and then the general requirements listed below.

In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site or view, or constitute a threat to road traffic. Specifically prohibited signs include those signs prohibited in the City of Houston Signage Ordinance and in the Fort Bend County Signage Ordinance, as well as rotating, trailer, animated, moveable, oscillating, iridescent or dayglo painted signs, signs which make noise, and laser lights. Also prohibited are “canned” signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface (except for national tenants of freestanding retail buildings as may be approved by the ARC).

Other prohibited signs include changeable message boards (with the exception of community and or informational signs for schools, churches and institutional buildings subject to ARC approval). Banners and flags are prohibited except as permitted in the guidelines. Balloons, streamers, pennants, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixture or items deemed to be inconsistent with the intent of the guidelines are prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to ARC approval. No sign will be permitted to extend beyond the roof line of the building(s).

All sign designs are subject to approval by the ARC. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated and installed in compliance with all applicable codes and ordinances established by the City of Houston or other appropriate governmental agencies.

All permitted signs will fall into one of the following categories defined in this section:

1. Special Purpose Signs
2. Ground-Mounted Monument – Highway Location
3. Ground-Mounted Monument – Non-Highway Location
4. Building-Mounted Signs
5. Building and Unit Address
6. Under Canopy – Retail
7. Window Signs

8. Directional and Delivery Signs
9. Reserved and Visitor Parking Space Signs
10. Regulatory Signs
11. Exterior Directions
12. Construction Signs
13. Leasing/For Sale Signs
14. Promotional Signs
15. Outdoor Displays

Sign definitions are as follows:

1. Special Purpose Signs

Any special purpose or unique sign not covered elsewhere in this section and which may have a potential public visual impact on a site must be reviewed and approved by the ARC.

2. Ground-Mounted Monument – Highway Location

This section provides information and restrictions governing signage for sites located on the frontage road of a limited access interstate highway or freeway such as Grand Parkway or FM 1093.

- a. Form

Ground-mounted signs typically consist of two parts: a base and a message area

- b. Quantity

Each site will be allowed one (1) ground-mounted sign

Exceptions:

Auto dealers will be permitted one (1) ground-mounted pylon sign in lieu of the ground-mounted sign.

- c. Dimensions

Type A:

Retail shopping center, theaters and other uses, as determined appropriate by the ARC, will be allowed a ground-mounted monument sign with a maximum height of twenty (20) feet, including a base with a minimum height of one foot six inches (1'6"), a maximum sign width of sixteen (16) feet and a maximum sign depth of two (2) feet. Where natural topography requires, the height of the sign base at one end may be increased up to five (5) feet at the discretion of the ARC. See Figure 5.

Type B:

Freestanding retail, restaurants, entertainment (arcades, bowling alleys, etc.), service stations, hotels, office buildings and other uses, as determined appropriate by the ARC, will be allowed a ground-mounted monument sign with a maximum height of

ten (10) feet, including a base with a minimum height of six (6) inches, a maximum width of sixteen (16) feet and a maximum sign depth of two (2) feet. See Figure 6.

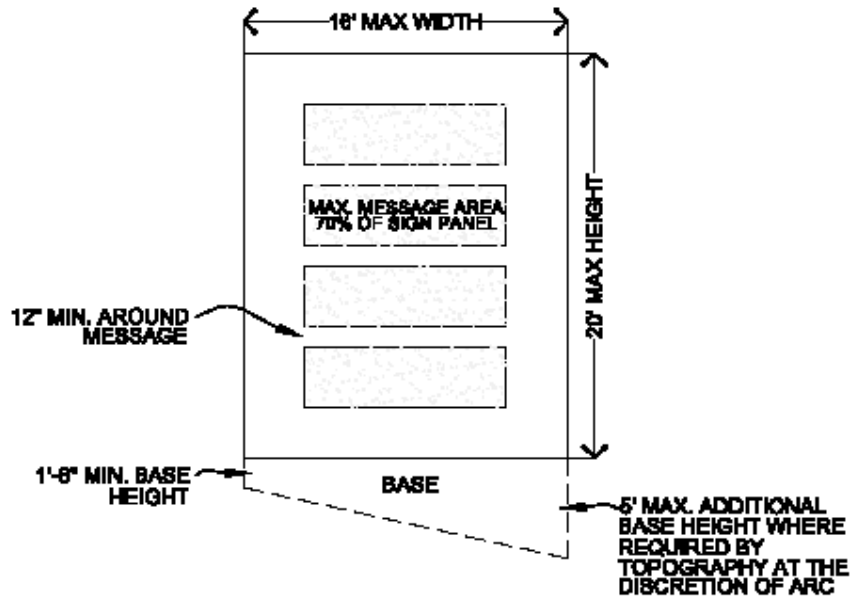


Figure 5 – Type A Ground-Mounted Monument Highway Location

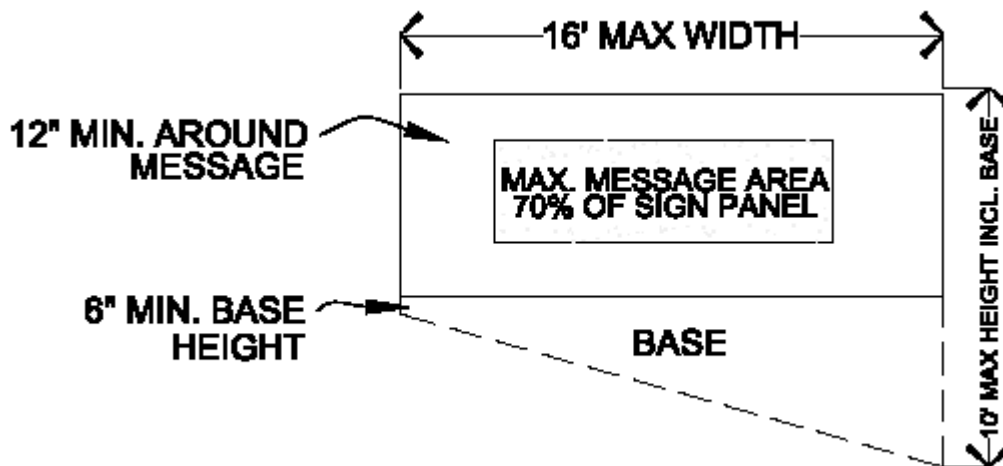


Figure 6 – Type B Ground-Mounted Monument Highway Location

Theaters will be permitted to include one (1) changeable message marquee as part of a ground-mounted sign at a highway location.

Auto dealer pylon signs are limited to a maximum height of thirty-five (35) feet from natural grade with a maximum sign area of two hundred (200) square feet including name and logo.

d. Materials

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme. Acceptable materials are aluminum, wood, porcelain enamel, brick/split face concrete block, tile and stucco. Letters may be pin mounted, three dimensionally sculpted or part of an opaque panel with translucent graphics.

e. Color

For ground-mounted signs, the color of the face may vary but should relate architectural features of the buildings the sign is identifying. The sign background should be a medium to dark range color with the message area lettering in white. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground-mounted signs should not be double faced. Each face of a sign must be identical. The letters, logo or message area may not cover more than 70% of the length or height of the sign face. A street address (numbers only) must be included on the sign face or base and is exempt from the 70% sign coverage restriction.

The building name and up to three (3) tenant names may be identified on sign type "A". For ease of visibility and tenant turnover, the name of the building or a single tenant name is permitted on sign type "B".

Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours is applicable.

g. Illumination

Monument signs should be internally illuminated or backlit. Internally illuminated sign panels must have an opaque field with only the type of graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign and these fixtures should be screened within the landscape treatment and protected from mowing landscape maintenance equipment. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All ballasts, wiring, transformers, starters, and other necessary equipment must be concealed and protected from mowing and landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public right-of-ways. Care should be taken to preserve sight lines for motorists at all driveways and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. A list of recommended planting materials is found in Appendix A. Grass, ground cover, seasonal flowers, or low growing shrubs are acceptable.

3. Ground-Mounted Monument – Non-Highway Location

a. Form

Ground-mounted signs typically consist of two parts: a base and a message area.

b. Quantity

Each site will be allowed on (1) ground-mounted sign. For sites facing two major thoroughfares, consideration will be given for a second ground-mounted sign. One additional sign, for retail centers with a minimum of 75,000 SF of leasable area, may be provided to identify a maximum of two anchor tenants not previously identified by the ground-mounted signs. An anchor tenant is defined as a tenant with a prominent location in the center, typically 5,000-10,000 SF or greater leasable area, and regional name recognition. In addition, single user pad site buildings will be entitled to a sign (even when the pad site is created out of an existing larger parcel) if the pad site has significant frontage (+200 feet) on the adjacent major thoroughfare.

c. Dimensions

The maximum height of a ground-mounted sign is five (5) feet including a base with a minimum height of six (6) inches. The maximum sign area may not exceed thirty-six (36) square feet. The base of the ground-mounted sign should not be more than one (1) foot higher than the elevation from the top of the curb found nearest the sign location. Sign depth should not exceed two (2) feet.

Exceptions:

Office Buildings with more than one hundred thousand (100,000) Square feet of feasible area may increase the maximum area of the ground-mounted monument sign to sixty (60) square feet.

Theaters will be permitted to include one (1) changeable message marquees as a part of a ground-mounted sign at a non-highway location or a building-mounted sign. A second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares. Theaters which include a changeable message marquee may increase the size of the sign to one hundred and twenty (120) square feet with a maximum height of eight (8) feet including a six (6) inch base.

d. Materials

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme. Acceptable materials are aluminum, wood, porcelain enamel, brick/split face concrete block, tile and stucco. Letters may be pin mounted, three dimensionally sculpted or part of an opaque panel with translucent graphics.

e. Color

For ground-mounted signs, the color of the face may vary but should relate architectural features of the buildings the sign is identifying. The sign background should be a medium to dark range color with the message area lettering in white. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground-mounted signs should not be double faced. Each face of a sign must be identical.

Only one street address (numbers only) must be included on the sign face or base. The following criteria should guide sign layout.

Intent: One single user or project identification per sign.

For retail projects where identity for more than one user is required, a maximum of two (2) user names, with a maximum of four (4) lines of copy is permitted on the sign face.

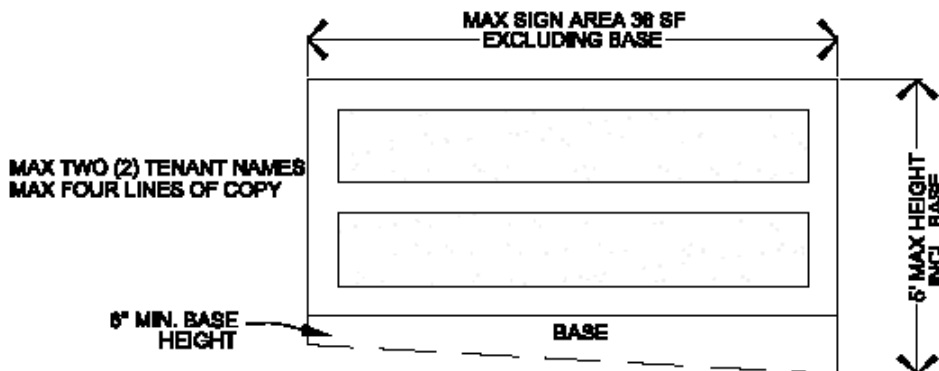


Figure 7 – Retail Ground-Mounted Monument Non-Highway Location

Office Building tenants are not permitted exterior identification except in the form of the ground-mounted sign, therefore, office building ground-mounted signs may include the building name and up to four (4) tenant names with a maximum of four (4) lines of copy. It is recommended for ease of visibility and for tenant turnover that a maximum of two (2) tenants be identified on the type of sign. See Figure 8.

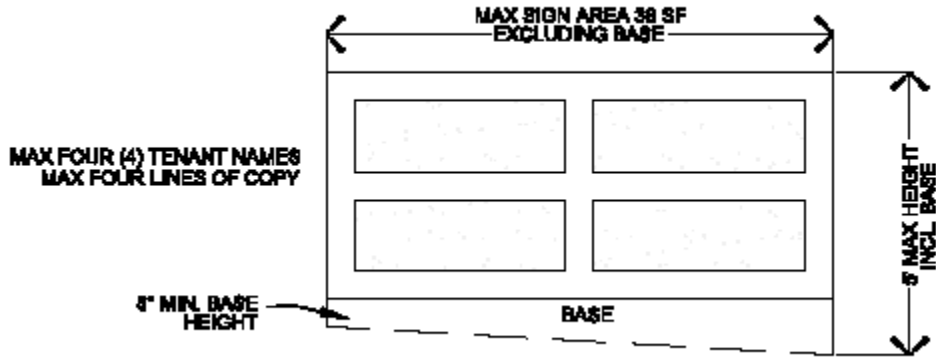


Figure 8 – Office Building Ground-Mounted Monument Non-Highway Location

Service Stations may include the company logo, name, and fuel price information. Absolutely no other advertising may be included on the sign. Additional copy will be considered for services – such as car wash, auto repair, or convenience shop.

Hotels may include the name of the hotel and logo.

Schools may indicate the institution’s name, address, and logo. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white in a dark background for visibility.

Churches may include the name of the church and the name of one pastor. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white in a dark background for visibility.

Multi-family residential projects may include the project name and project logo.

Text: User names may be stacked or put side by side.

Color: The entire sign face must be one color. All user names must be the same color.

Letter Height: If four (4) equal lines of copy are used, maximum letter height is eight (8) inches.

Clarity: The sign must be visually uncluttered. The names should be evenly spaced and centered on the sign face. There should be an uninterrupted space along all edges of the sign of approximately six (6) inches. Within one line of type the same size type must be used. When two users are identified on the same sign face, there should be a minimum of three to four (3-4) inch visual separations between the two to facilitate readability.

Advertising: Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours is applicable.

g. Illumination

Monument signs should be internally illuminated or backlit. Internally illuminated sign panels must have an opaque field with only the type of graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign and these fixtures should be screened within the landscape treatment and protected from mowing landscape maintenance equipment. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All ballasts, wiring, transformers, starters, and other necessary equipment must be concealed and protected from mowing and landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public right-of-ways. Care should be taken to preserve sight lines for motorists at all driveways and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. A list of recommended planting materials is found in Appendix A. Grass, ground cover, seasonal flowers, or low growing shrubs are acceptable.

4. Building-Mounted Signs

For use with retail and commercial buildings, schools, hospitals, and churches only. Office buildings are not permitted building-mounted signs, unless otherwise approved by the ARC.

For multi-tenant facilities or retail center, a comprehensive signage program must be developed for the project and submitted to the ARC for approval prior to sign fabrication. All building-mounted signs within a single project must be of the same fabrication technique. It is the responsibility of the property owner/manger to enforce the signage program.

a. Form

Building-mounted signs consist of a message area in either a graphic band or band which is integrated into the façade of the building or individual fascia-mounted signs extending along the façade of the building. Building-mounted identification must be individual letters and logos. No “canned” signs are permitted as outlined in the introductory paragraphs of Section D-Signage.

b. Quantity

Multi-tenant retail and commercial centers will be allowed one (1) building mounted sign for each retail tenant. For retail tenants with two or more major exposures, such as at building ends facing major thoroughfares, consideration will be given for an additional sign.

Multi-family residential projects will be limited to one (1) building-mounted sign identifying the leasing or sales office only.

Schools will be allowed one (1) building-mounted sign to identify the name of the school.

Churches will be allowed one (1) building-mounted sign to identify the names of the church. This sign must be incorporated into the design of the building architecture i.e., a plaque or inlay.

Service Stations will be allowed two (2) canopy-mounted signs (brand name and/or logo), one (1) building-mounted sign to identify the convenience/food store, and one (1) building-mounted sign to identify a car wash. “Full Service/Self Service” signs and brand logos will be mounted on the column of the canopy or the pump top.

c. Dimensions

In general, building-mounted signs shall be in scale with the façade of the building. If a graphic band is used on a multi-tenant retail or commercial building, the band may not exceed forty-eight (48) inches in height. Sign length for individual retail or business park tenants is limited to a maximum of seventy (70) percent of the width of the wall or tenant space on which the sign is mounted. The total sign-to-building area relationship will be evaluated by the ARC.

Exceptions:

Service Station canopy-mounted signs are limited to a maximum length of 33% of the side of the canopy to which it is mounted.

Theaters will be permitted to include one (1) changeable message marquee as part of either a ground-mounted sign at a non-highway location or a building-mounted sign. Consideration of a second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares. Theater signs which include changeable message marquees are limited to a maximum sign area of one hundred and twenty (120) SF.

d. Materials

The same fabrication methods and materials must be used for all signs within a single development. Building-mounted signs may be constructed of individual pin-mounted letters, individual fascia-mounted signs, internally illuminated channel

letters with opaque metal sides, or an internally illuminated opaque sign band with illuminated cut out letters and graphics.

e. Colors

Building-mounted signs in a single project must be one (1) color combination and compatible with the exterior building colors. If a graphic band is used, the background color must remain consistent. Placement of a logo-type symbol which varies from the established fascia color may be considered on a case-by-case basis for retailers with national logo identities. Logo color may vary but the color of the logo-type sign must be reasonably compatible with the established color for the project and with the color of other signs in the project. Colors will not be permitted when judged by the ARC to be in conflict with the building materials or other signs.

f. Layout

Building-mounted signs will typically have one line of copy. For most uses, the letter and logo height is restricted to a maximum of twenty-four (24) inches. If the length of an individual tenant name requires two lines of copy, each line shall be a maximum height of fifteen (15) inches with a six (6) inch space between the lines. A maximum of two (2) lines of copy shall be permitted for a total maximum height of thirty-six (36) inches. Special consideration may be given at the discretion of the ARC to lettering and logo heights of anchor retailers who occupy more than twenty-five thousand (25,000) SF or freestanding facilities on the frontage road of a limited access highway or freeway.

Multi-family residential and churches shall limit letter height to a maximum of twelve (12) inches.

Building-mounted signs must be centered around a common horizontal band on the front of the building. No sign shall be allowed to extend beyond the roof line of the building.

g. Illumination.

Building-mounted signs may be constructed of individually mounted metal letters back lit or halo lit. These signs may be externally lit with ground or building mounted fixtures provided the lighting source is discreetly hidden from public view. Internally illuminated channel letters with a flat translucent Plexiglas face are also acceptable. All signs in a single development must be illuminated in the same manner.

Exposed tube graphics where the light source is neon or other gas in a tube which is bent to form letters, symbols and shapes is permitted only upon special approval of the ARC for freestanding retail locations. Tube letters should not be multiple tube widths due to the intensity of the colors created. Simple tube width letters will be considered. Tube graphics which create continuous accent strips or stripes on a building exterior are not allowed.

Multi-family residential project signs may not be internally illuminated.

h. Placement

For building-mounted signs, no sign shall be allowed below the fascia with the exception of under canopy signs in retail centers as outlined in section D-6.

Additionally, no sign shall extend above the roof line of a building. Signs on the rear of any building will be allowed only if the building's rear faces the public street(s), and they are street(s), and they are approved by the ARC.

Church signs should be located at the building entrance and may not be placed above the first floor level.

5. Building and Unit Address

Office buildings will be allowed one (1) building-mounted address consisting of the address numerals only. Numerals must be individually mounted on the building near the entry. The numerals may not be installed above the first floor of the building. Height is restricted to a maximum of twenty-four (24) inches. All numerals shall be installed in a horizontal manner and maintain a plumb relationship to the bottom line.

For multi-family projects, the building address numbers are limited to a maximum height of twelve (12) inches.

6. Under Canopy – Retail

Shopping center designs may provide for covered walkways, arcade, awnings, or other fascia treatments which obscure the building-mounted tenant signs from the pedestrian view. For this reason, individual tenant pedestrian signs are permitted.

a. Form

Plaques with identical information on two (2) sides.

b. Quantity

One (1) sign per tenant or store is permitted.

c. Dimensions

These signs must be a common size for all stores in the center and may not exceed eight (8) SF.

d. Materials

These signs should be compatible with the architecture and related to the building identification signs.

e. Layout

These signs may display the tenant name and logo only. No descriptive or advertising copy is allowed. A standard program shall be developed for each center defining layout, color, typography, logo, and graphic devices. Individuality in these signs is permissible within the context of a sign program that has been approved by the ARC.

f. Placement

These signs are suspended from the walkway covering perpendicular to the store front or mounted on the store front in areas approved by the ARC. The bottom of the sign must be a minimum of eight (8) feet above the sidewalk.

7. Window Signs

Office Buildings:

Window graphics such as name, hours of operation, telephone number, address, advertising information, etc., are not permitted on the building exterior for individual tenants of a multi-tenant building with a common entrance.

Retail and Commercial Buildings:

When retail or commercial tenants have separate exterior entries, they shall be allowed to identify the name of the tenant, emergency telephone number, numerical street address, hours of operation and small logo on the door or immediately adjacent to the separate entry. The advertising of services of any kind is strictly prohibited. All other glass areas shall remain free of graphics.

When permanent window graphics are desired, the landlord must include window graphics criteria as a part of the comprehensive signage program submitted to the ARC for approval. Window graphics criteria must include a consistent color (white, black or gold is recommended) and a consistent location. The type style used to identify the tenant on the window should match the type style of the building-mounted sign. The maximum letter height permitted to identify the tenant name shall be limited to four (4) inches. The maximum letter height permitted for all other information is two (2) inches. Window graphics should not occupy more than ten (10) percent of the window area in which it is displayed.

Temporary promotional window graphics should be a simple tasteful design and should not occupy more than (10) percent of the window area in which it is displayed. In no case shall a temporary graphic be placed on the exterior of the window.

There may be no illuminated or large signs behind glass areas which advertise on a permanent basis. Neon open signs are permitted behind the front glass.

8. Directional and Delivery Signs

These signs direct and control the movement of vehicular traffic within a site. The design shall consist of a simple one (1) or two (2) post and panel system. The posts and panels must be compatible galvanized steel or aluminum. The color must be compatible with the building and other site and building signage. The message must be succinct and letters must be white adhesive and reflective materials. These signs will be low profile which may not be taller than two (2) feet or wider than four (4) feet. Overall height of the sign from ground level shall not exceed four (4) feet. Maximum sign area is four (4) SF.

The number of directional signs should be kept to a minimum. Sign location, color, size, and message are subject to ARC approval. These signs are not allowed in the landscape reserves adjacent to the street.

9. Reserved and Visitor Parking Signs

Designated parking space signs, other than ADA Guideline handicap or disabled parking signs are allowed in the form of bumper stops or freestanding signs.

Retail buildings and retail centers are restricted to the use of bumper or curb stops with the message limited to the length of parking time allowed i.e. "15 minute parking". The name of a particular tenant is not allowed.

For office buildings the use of bumper stops or curbs or freestanding ground-mounted signs may be used. Bumper stops or curb stops may be painted with either "RESERVED" or "VISITOR". The name of a particular tenant is not allowed. The letters must be painted on a white background. Maximum letter height is limited to four (4) inches.

Free-standing ground-mounted signs may be painted with the message "VISITOR PARKING" or "RESERVED PARKING". All free-standing parking signs shall be aluminum construction attached to a single post fabricated from either round or square aluminum tubing. Maximum sign size shall be twelve (12) inches by eighteen (18) inches. The sign shall be set in concrete.

The color of parking signs shall match the visual intent of other building and site signage and shall harmonize with the environment. The sign shall be in a medium range color with lettering in white or beige. Polyurethane (gloss) enamels shall be used throughout. No more than two (2) colors may be used, including the typography. Both the rear surface and post shall be painted the sign color or black to blend the sign into the environment. No sign shall exceed four (4) feet six (6) inches in total height (sign and post). It shall be set back a minimum of two (2) feet six (6) inches to four (4) feet six (6) inches from the curb and centered within the applicable parking space. Typography shall be Helvetica Medium.

10. Regulatory Signs

All traffic control and regulatory signs should be governmental standard.

11. Exterior Directories

Generally, tenant directories are to be located inside the building structure. However, for small professional office buildings with a common entrance under fifty thousand (50,000) SF of gross leasable area and churches, one (1) ground-mounted exterior directory near the building entrance or adjacent to the parking lot with the message area not visible from the public right-of-way will be permitted. Design drawings and location shall be submitted for ARC review and approval before installation.

These signs shall be compatible with the architecture, landscape, and other sign elements of the building. They must be constructed of quality materials.

Approved lettering methods include silk-screen, vinyl die cut, or incised aluminum panel filled with Plexiglas. The sign must have a dark background with white type. Logos are not permitted. Maximum sign area permitted is six (6) SF.

Office building exterior directories include the name of the building, tenant name and suite number. The name of the management company and telephone number may also be included.

12. Construction Signs

The developer of each site may install one (1) temporary, free-standing sign for information pertinent to a site and its stage of development. This sign should succinctly communicate information and be devoid of visual clutter. It is recommended that the street address to be displayed prominently in this sign to guide construction traffic. When the construction entry is not within close proximity to the construction sign, a small separate temporary sign may be used to display the street address so long as the sign is of similar quality and construction.

A sign may be erected on a site after the site has been purchased. Information may be added or the sign may be exchanged for another to indicate the advent of construction or to recruit employees. Each revision or sign replacement must conform to the following criteria and be approved by the ARC prior to installation. A sign that is to be replaced with another must be removed from the site within fifteen (15) days of occupancy of the installation of the "Leasing/For Sale" sign. The construction sign is to be designed in accordance with the guidelines provided below and approved by the ARC prior to its installation on the site.

a. Dimension

Construction signs may be a maximum of fifty (50) SF in area for projects under eighty thousand (80,000) SF of building area. For projects larger than eighty thousand (80,000) SF of building area, the sign may be up to a maximum of one hundred (100) SF. The maximum overall height for a temporary construction sign is limited to ten (10) feet.

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

b. Layout

A temporary construction sign may contain no more than the following information:

Name of Project
Address of the Project
Leasing Agent and Telephone Number
Size/Use of Project
Contractors
Architect
Other Consultant(s)
Lender
Completion or Opening Date

c. Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be non-corrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four (4) feet below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

13. Leasing/For Sale Signs

The builder/developer may install one temporary, free-standing Leasing/For Sale sign for information pertinent to a site. The sign may be erected on a site after the site has been purchased or when construction is completed and the temporary construction sign has been removed. This sign should succinctly communicate information and be devoid of visual clutter. This sign is to be approved by the ARC prior to its installation on the site. No temporary promotional signs (including trailer signs) are allowed on the premises or adjoining public street right-of-ways.

Each revision or sign replacement must conform to the following criteria and be approved by the ARC. A sign that is to be replaced must be removed before a new sign may be installed. Leasing/For Sale signs must be removed from the site when the project is ninety (90) percent leased. After that point, retail projects may display Leasing/For Sale information inside the window of the space available for Leasing/For Sale.

a. Dimension

Leasing/For Sale signs may be maximum size of twenty-five (25) SF for projects under eighty thousand (80,000) SF of building area. For projects larger than eighty

thousand (80,000) SF of building area, the sign may be a maximum of thirty-two (32) SF. A Leasing/For Sale sign is limited to a maximum height of four (4) feet six (6) inches.

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

b. Layout

A Leasing/For Sale sign may include only the name of the leasing agent and respective logo, a telephone number, and either “For Leasing Information” or “For Sale”.

c. Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be non-corrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four (4) feet below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

d. Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark gray, dark blue, etc.

e. Placement

All temporary signs shall be parallel to the street and located inside of the property line and behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

14. Promotions

a. Promotional/Special Events

Notification of all proposed promotions must be given to the ARC in writing. Receipt of ARC approval in writing is required prior to the promotion. Notification must include:

-types of promotion

- dates involved
- temporary construction(s) to be utilized during the campaigns

Promotional items may be utilized for the promotional period only. Promotional campaigns and special events may be held by a free-standing retail establishment or retail center for a maximum period of sixteen (16) consecutive days, four (4) times a year. One of those four (4) events may be increased to thirty (30) days if the promotion occurs during the Thanksgiving to Christmas sales season, Churches and/or community organizations may be permitted the use of a banner once per year for a period of sixteen (16) days duration.

Should a tenant of a retail center plan a special event, the owner/property management must advise the ARC of the event on behalf of that tenant. If only a single tenant has a promotion, this event will count as one of the four promotions for the entire retail center.

Service station promotional graphics and merchandise displays are strongly discouraged. When they are used, however, they must be contained under the canopy area or against one designated building wall.

b. Banner Signs

Promotional:

Banners may be used during a promotion/special event for a church once per year for a period of sixteen (16) consecutive days. Banners may also be used as temporary identification if proof is furnished to the ARC in writing that a permanent sign, which was previously approved by the ARC, has been ordered.

Banners used for temporary identification must meet dimension, lettering and layout requirements for building-mounted signs and should be securely fastened on all four (4) corners to the fascia. If the banner meets these conditions it will be permitted for a period not to exceed thirty (30) days. The banners will be permitted for identification purposes only and should display the name of the facility or an abbreviation of that name.

Banners intended for advertising purposes such as Grand Opening, Open Now sales and advertising slogans are prohibited.

Community Identity:

Street banners are special graphic elements that depend on good design. Banners may be displayed only in specially designated town center or community center areas upon ARC approval of an overall program. This type of banner may be displayed from street light standards or special free standing banner standards only.

16. Outdoor Displays

Temporary outdoor displays of merchandise are prohibited from all retail operations with the exception of hardware stores or major anchor retailers. Outdoor display is limited to

“outdoor use” items only, i.e., lawn mowers, wheel barrows, tillers, barbecue grills, bags of mulch, etc. It is recommended that this area be defined by low fences or walls, trellis, etc. Merchandise may not cover more than half the width of the pedestrian walkway between the store front and the curb. All clearances must conform to ADA requirements.

III. Appendix A

A. Landscape Installation

1. Landscape Edges: Landscape edges shall separate all grass areas from shrub, groundcover, and mulch areas. Recommended separation methods include redwood, concrete, steel, landscape timbers, or brick.
2. Accent Treatments: Accent treatments for landscaped planting beds such as shredded pine bark mulch or river rock are encouraged.

B. Recommended Landscape Planting List

1. Trees

| <u>Botanical Name</u> | <u>Common Name</u> |
|-------------------------------|-----------------------|
| Acer Rubrum | Red Maple |
| Betula Nigra | River Birch |
| Carya Illinoensis | Pecan |
| Cercis Canadensis | Redbud |
| Cornus Florida | Flowering Dogwood |
| Crataegus Marshallii | Parsley Leaf Hawthorn |
| Fraxinus Pennsylvanica | Green Ash |
| Ilex Cassine | Dahoon Holly |
| Ilex Decidua | Deciduous Holly |
| Ilex Vomitoria | Yaupon Holly |
| Koelreuteria Bipinnata | Goldenrain Tree |
| Lagerstroemia Indica / Faurei | Crape Myrtle |
| Liquidambar Styraciflua | Sweetgum |
| Magnolia Grandiflora | Southern Magnolia |
| Magnolia Soulangiana | Saucer Magnolia |
| Magnolia Virginiana | Sweet Bay Magnolia |
| Myrica Cerifera | Southern Wax Myrtle |
| Parkinsonia Aculeate | Retama |
| Pinus Taeda | Loblolly Pine |
| Platanus Mexicana | Mexican Sycamore |
| Prunus Caroliniana | Cherry Laurel |
| Pyrus Calleryana | Callery Pear |
| Pyrus Kawakami | Evergreen Pear |
| Quercus Falcata | Southern Red Oak |
| Quercus Nigra | Water Oak |

Quercus Nuttallii
 Quercus Phellos
 Quercus Shumardii
 Quercus Texana
 Quercus Virginiana
 Salix Babylonica
 Taxodium distichum
 Ulmus crassifolia
 Ulmus Parvifolia

Nuttal Oak
 Willow Oak
 Shumard Oak
 Texas Red Oak
 Live Oak
 Weeping Willow
 Bald Cypress
 Evergreen Elm
 Drake Elm

2. Shrubs

Botanical Name

Aucuba Japonica
 Berberis Thunbergii ‘Crimson Pygmy’
 Buxus Microphylla ‘Japonica’
 Camellia Sasanqua
 Chamaerops Humilis

(Shrubs cont.)

Cleyera Japonica
 Cycas Revolute
 Elaeagnus Pungens
 Eriobotrya x ‘Coppertone’
 Fatsia Japonica
 Feijoa Sellowiana
 Gardenia Jasminoides ‘Radicans’
 Ilex Cornuta Vars.
 Ilex Cassine & Vars.
 Ilex Decidua
 Ilex Vomitoria & Vars.
 Juniperus Spp.
 Lagerstroemia Indica (Dwarf Varieties)
 Ligustrum Japonicum & Vars.
 Ligustrum Sinense ‘Variegatum’
 Mahonia Bealei
 Michelia figo
 Myrica Cerifera
 Nandina Domestica
 Nandina domestica ‘Compacta’
 Photinia Fraseri
 Pittosporum Tobira
 Pyracantha Spp.
 Raphiolepis Indica & Vars.
 Rhododendron Spp.
 Viburnum Japonicum
 Viburnum Odoratissimum
 Viburnum Suspensum
 Viburnum Tinus & Vars.

Common Name

Japanese Aucuba
 Crimson Pygmy Barberry
 Japanese Littleleaf Boxwood
 Sasanqua Camellia
 Mediterranean Fan Palm

Japanese Cleyera
 King Sago Palm
 Elaeagnus
 Coppertone Loquat
 Fatsia
 Pineapple Guava
 Dwarf Gardenia
 Chinese Holly
 Dahoon Holly
 Deciduous Holly
 Yaupon Holly
 Juniper
 Dwarf Crape Myrtle
 Waxleaf Ligustrum
 Variegated Privet
 Leatherleaf Mahonia
 Banana Shrub
 Southern Wax Myrtle
 Nandina
 Compact Nandina
 Fraser’s Photinia
 Pittosporum
 Pyracantha
 Indian Hawthorn
 Azalea
 Japanese Viburnum
 Sweet Viburnum
 Sandankwa Viburnum
 Laurustinus Viburnum

Xylosma Congestum
Yucca Recurvifolia

Shiny Xylosma
Curved Leaf Yucca

3. Groundcovers

Botanical Name

Ajuga Reptans
Asparagus Densiflorus 'Sprengeri'
Berberis Thunbergii 'Crimson Pygmy'
Cyrtomium Falcatum
Gardenia Jasminoides 'Radicans'
Hedera Canariensis
Hedera Helix
Ilex Cornuta (Dwarf Varieties)
Juniperus Spp.
Liriope Muscari
Lonicera Japonica 'Chinensis'
Lonicera Japonica 'Halliana'
Nandina Domestica 'Harbour Dwarf'

Common Name

Ajuga
Sprenger Asparagus
Crimson Pygmy Barberry
Holly Fern
Dwarf Gardenia
Algerian Ivy
English Ivy
Dwarf Chinese Holly
Juniper
Liriope
Purple Japanese Honeysuckle
Hall's Honeysuckle
Harbour Dwarf Nandina

(Groundcovers cont.)

Ophiopogon Japonicus
Ophiopogon Japonicus 'Nana'
Pyracantha x 'Red Elf'
Pyracantha x 'Ruby Mound'
Trachelospermum Asiaticum
Trachelospermum Jasminoides
Zoysia Tenuifolia

Monkey Grass
Dwarf Monkey Grass
Red Elf Pyracantha
Ruby Mound Pyracantha
Asian Jasmine
Star Jasmine
Korean Grass

4. Grasses

Botanical Name

Cynodon Dactylon
Cynodon Hybrids
Festuca Arundinacea
Lolium Multiflorum
Stenotaphrum Secundatum

Common Name

Common Bermuda
Hybrid Bermuda
Kentucky 31 Fescue
Annual Rye
St. Augustine Grass

5. Vines

Botanical Name

Bignonia Capreolata
Clematis Paniculata / Dioscoreifolia
Clytostoma Callistegioides
Ficus Pumila

Common Name

Crossvine
Sweet Autumn Clematis
Trumpet Vine
Fig Vine

Gelsemium Sempervirens
Lonicera Japonica 'Chinensis'
Lonicera Japonica 'Halliana'
Milletia Megasperma
Parthenocissus Tricuspidata
Rosa Banksiae
Trachelospermum Jasminoides
Wisteria Chinensis

Carolina Yellow Jessamine
Purple Japanese Honeysuckle
Hall's Honeysuckle
Evergreen Wisteria
Boston Ivy
Lady Banksia Rose
Star Jasmine
Chinese Wisteria

6. Perennials

Botanical Name

Aster Frikarti
Chrysanthemum Maximum
Coreopsis Spp.
Ferns
Gerbera Jamesonii
Hymenocallis Spp.
Hemerocallis Spp.
Iris Spp.
Tulbaghia Violacea

Common Name

Frikarti Aster
Shasta Daisy
Coreopsis
Ferns
Gerbera Daisy
Hymenocallis
Daylilly
Iris
Society Garlic

7. Annuals (Spring)

Geraniums
Lantana
Marigolds
Periwinkle
Petunia
Portulaca
Purslane
Scarlet Begonia

8. Annuals (Fall)

Calendula
Pansy
Snapdragons
Dianthus
Mums

9. Wildflowers

Botanical Name

Buchloe Dactyloides
Cassia Fasciculata
Castilleja Indivisa
Coreopsis Spp.

Common Name

Buffalograss
Partridge Pea
Indian Paintbrush
Coreopsis

Echinacea Purpurea
Gaillardia Pulchella
Liatris Pynchnostachya
Lupinus Texensis
Monarda Citriodora
Phlox Drummondii
Rudbeckia Hirta
Trifolium Incarnatum
Verbena Tenuisecta

Purple Coneflower
Indian Blanket
Gay Feather
Texas Bluebonnet
Lemon Mint
Drummond Phlox
Black-Eyed Susan
Crimson Clover
Moss Verbena

IV. Appendix B

A. Construction Controls

No permanent improvements shall be placed or constructed on the site until all plans related to the improvements have been reviewed and approved by the ARC. The builder/developer shall be responsible for any and all damages caused by his own forces, contractor and/or subcontractor, to the property adjacent to the site, including roadways. The builder/developer will also be responsible for heeding restrictions associated with any easements which may be located on the site.

1. Tree Preservation

There will be no tree cutting or clearing until the applicant identifies the trees to be preserved and protected and/or relocated during the construction process. Every effort should be made to preserve the maximum number of trees on the site.

Existing trees to be preserved must be adequately protected from damage during construction. Those trees selected for preservation within an approved building site must be flagged and encircled with protective fencing. Fencing of the protected area must extend beyond the drip-line of the tree's branches to ensure reasonably successful protection. Clearing of underbrush in this area should not occur until completion of construction.

The following actions are prohibited within a designated tree protected area:

- Dumping backfill
- Excavating soil
- Felling trees
- Parking
- Driving construction equipment into or through the protected area
- Stacking or storing supplies and equipment
- Changing the site grading, thus allowing drainage to flow into or collect in the protected area
- Locating temporary buildings
- Dumping of paints, thinners, and other toxic materials

Where it is necessary to trench or bore for utility installation near protected trees, all possible care should be taken to avoid injury to tree roots. Excavation in areas where roots are two (2) inches or larger in diameter should be done by hand, tunneling under the roots.

2. Site Clearing

No site clearing or construction may begin until the builder/developer has received written notification from the ARC stating that construction may proceed

B. Guidelines for Construction Activity

1. Equipment Access and Construction Parking

Access to each construction site should be kept to a minimum and be done in a manner to cause the least impact on existing landscape or forested setbacks. Access will be limited to one (1) location from a public or common roadway. Location of the access must be approved by the ARC

No construction worker's personal vehicles or construction equipment shall be parked in a landscaped setback, and as soon as it is possible, should not park on the street. A location on site shall be provided for wheel and equipment washdowns.

2. Temporary Structures and Fences

Temporary structures, portable offices, and other related facilities will be maintained in good repair and arranged in a compact and organized manner on the construction site. These facilities will be located so they are not obtrusive or unsightly from the road or adjacent properties. All temporary and portable structures will be removed within thirty (30) days from issuance of occupancy permit.

3. Construction Debris

Construction debris must be visually screened. All debris shall be removed from the site within fifteen (15) days after the occupancy permit is issued. If a debris pit is used during construction, protective fencing is required. Open burning of debris is prohibited.

After construction is completed, temporary barriers, surplus materials, trash, and debris must be removed from the site. All backfill must be cleared of building material, stone, and rubbish.

4. Materials Storage

Construction materials are to be stored on site in an orderly manner that will not interfere with roadway traffic.

5. Erosion and Sediment Control

As stated in Section 1. C, step 2, each builder/developer is required to prepare and adhere to a Pollution Prevention Plan (PPP) which as a minimum addresses control of erosion offsite via vehicular traffic and/or stormwater runoff. Such erosion control measures may include use of silt fence, vegetative buffers, designated stabilized access pads, burlap bag barriers, inlet protection, daily street cleaning, etc.

6. Construction Hours

Sites adjacent to existing residential areas must observe hours of construction from 7:00 a.m. – 9:00 p.m.

C. Street Paving

Technical specifications shall conform to current City or applicable County minimum requirements. All paving shall be either concrete curb and gutter or asphalt and monolithic concrete curb and gutter. Open-ditch roadway drainage requires specific written approval of the ARC.