

ADDENDUM NUMBER FIVE

to the

**AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK
DEVELOPMENT PARTNERS, LTD., AND WILLIAM NEGLEY,
TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF PHASE
I OF THE PLUM CREEK RANCH PROPERTY (THE “AGREEMENT”)**

THIS Addendum Number Five (5) to the Agreement between the City of Kyle, Plum Creek Development Partners, Ltd., and William Negley, Trustee, for Development and Annexation of Phase I of the Plum Creek Ranch Property (“*Addendum Number Five*”) is agreed upon and entered into this 16th day of April, 2019 by and between the City of Kyle, Texas, a home rule municipality (“*City*”), and Lennar of Texas Land and Construction, Ltd. a Texas limited partnership (“*Lennar*” or the “*Developer*”) for the development of the residential portion of phase II of the Plum Creek Ranch property (“*Phase II - Residential*” or the “*Subdivision*” or “*Plum Creek North*”) (Exhibit A, attached hereto and incorporated herein for all purposes), collectively referred to as “*Parties*”.

Whereas, each, every and all of the terms, provisions and conditions of the Agreement between the City of Kyle, Plum Creek Development Partners, Ltd., and Williams Negley, Trustee, for Development and Annexation of Phase I of the Plum Creek Ranch Property dated effective April 15, 1997 (the “*Original Agreement*”), as amended or modified by Addendum Number One to the Original Agreement dated effective March 20, 2003 (“*Addendum Number 1*”), and Addendum Number Two to the Original Agreement dated effective September 7, 2004 (“*Addendum Number 2*”) and Addendum Number Four to Agreement by and between the City of Kyle and Mountain Plum, Ltd. and Plum Creek Development Partners, Ltd. dated effective on or about October 17, 2017 (“*Addendum Number 4*”), shall be and remain in full force and effect subject to the terms of this Addendum Number Five; and,

Whereas, Addendum No. 3 to the Development Agreement by and between the City of Kyle and Benchmark Land Development, Inc., on Behalf of Plum Creek Development Partners, Ltd., by and between the City and Benchmark Land Development, Inc., on behalf of Plum Creek Development Partners, Ltd. dated on or about August 5, 2014 (“*Addendum No. 3*”) applies only to Phase I of the Plum Creek Subdivision; and

Whereas, Addendum Number One made Phase II subject to the Agreement; and,

Whereas, William Negley, as Trustee or Individually, Mountain Plum, and Benchmark have divested themselves of their joint venture in the portion of Phase II – Residential, with Benchmark having kept full interest in Phase II - Residential; and,

Whereas, Benchmark has since conveyed all interest in Phase II – Residential to Lennar; and,

Whereas, Lennar represents that neither William Negley, as Trustee or Individually, Mountain Plum, nor Benchmark have any interest in the Land or Agreement for Phase II - Residential, and are not necessary or proper parties to this Addendum Number Five; and,

Whereas, Mountain Plum as master developer was the final arbiter over builder compliance of the planning vision and covenants, conditions and restrictions within Phase I; and,

Whereas, Lennar will be the initial master developer and initial builder of Phase II; and,

Whereas, City desires to ensure development themes present in Phase I remain a part of the project, subject to the terms of the original development agreement and Addendum One which stated that if Phase II were added to the project, that the master developer would make a best effort to continue the qualities and themes of Phase I into Phase II; and,

Whereas, City desire that there be a mechanism that shall ensure proper and sufficient control to the City to review and approve Lennar’s development plans and compliance with those plans as Lennar also serves as a home builder of Phase II – Residential and will naturally have a conflict of interest as both master developer and builder; and,

Whereas, this Addendum Number Five serves as Lennar’s best effort to continue some of the planning and development qualities of Phase I into Phase II-Residential;

NOW, THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confessed, the parties contract and agree to the following terms, conditions and provisions of this Addendum as set forth herein below.

1. Purpose; Recitals. The purpose of this Addendum is to amend the Original Agreement, as amended by Addendum Number One, Addendum Number Two, and Addendum Number Four (collectively “*Development Agreement*”) by the parties accepting, agreeing to, and adopting the “*Development Standards, Requirements, and Review Processes for Phase II-Residential*” (“*Phase II Rules*”), which are detailed below and incorporated into the original agreement herein by reference. The foregoing recitals are incorporated herein and made a part of this Addendum for all purposes.

2. Phase II Rules. The Rules for Phase II – Residential are hereby adopted and agreed to as shown in “*Exhibit B*”, attached hereto and incorporated herein for all purposes, and shall govern development of Phase II – Residential, and, subject to any modifications or provisions specifically described in Exhibit B, Lennar shall comply with the City of Kyle Style Guide as adopted in Ordinance #962 and codified in the City of Kyle Municipal Code.

3. Developer to Seek Public Improvement District “PID” Financing. The Developer intends to request PID financing under Chapter 372, Texas Local Government Code, in a total estimated amount of \$15,000,000.00 (including PID bond issuance and other financing costs) for eligible public infrastructure serving the Phase II Residential to be developed as conceptually envisioned in Exhibits A and B; provided that up to \$25,000,000.00 (including PID bond issuance and other financing costs) of PID financing for eligible public infrastructure may be used. The Developer intends to request that the City authorize the issuance of bonds, in approximately three series, pursuant to Chapter 372, Texas Local Government Code, and any applicable agreements between the Parties (the “*PID Bonds*”). If PID Financing is approved the following obligations shall also apply:
 - a. Offsite Contribution.
 - i. The Developer will pay to the City the sum of two million dollars (\$2,000,000.00) (the “*Developer Contribution*”) to cover Plum Creek North’s portion of offsite improvements and related work necessary for water utility service to be extended to the Phase II Residential which includes a portion of the Anthem Water Tower, and portions of a new water transmission line from Anthem to Plum Creek North. The Developer Contribution is contingent upon and is due and payable after the City authorizes the issuance of the first series of PID Bonds and at the time the PID Trustee receives the proceeds of such PID Bond issuance. The Developer will pay the City the Developer Contribution within ten days of the date that the City gives the Developer written notice of the PID Trustee’s receipt of the PID Bond proceeds. The PID Bond proceeds will not be authorized to be distributed to the Developer until the City receives the Developer Contribution.
 - ii. Upon the earlier to occur of: (A) within ten days of the date that the City gives the Developer written notice of the PID Trustee’s receipt of the PID Bond proceeds for the second PID Bond issuance; or (B) at the time the Developer conveys the Multi-Use Tract (defined in Section 4(a)) to the City, the Developer shall pay to the City six hundred thousand dollars (\$600,000) (the “*Multi-Use Tract Improvement Deposit*”). The Multi-Use Tract Improvement Deposit shall be held in a separate account by the City and used to improve the Multi-Use Tract and the Option Land, if acquired by the City, for soccer fields and related improvements (including but not limited to parking and lighting) and recreational uses. If Section 3(a)(ii)(A)



applies, PID Bond proceeds for the second PID Bond issuance will not be authorized to be distributed to the Developer until the City receives the Multi-Use Tract Improvement Deposit.

- iii. In the event the City fails to approve the next PID Bond issuance requested by the Developer following the first series that is approved, then a pro rata portion of the Developer Contribution will be credited against the water impact fees for the Subdivision until the Developer has received water impact fee credits equal to \$1,333,333.00.
- iv. The City will use best efforts to issue PID Bonds within four months (4) months after receiving a bond issuance request from the Developer, provided that:

- (A) An appraisal of the Property has been prepared by a third party selected by the City, in consultation with the property owner, prior to issuance of PID Bonds;
- (B) The parties have entered into a PID Financing Agreement;
- (C) Special assessments in an amount adequate to finance the PID Bonds have been levied against the Property and a service and assessment plan has been adopted;
- (D) The minimum value to lien ratio at the issuance date of each series of Bonds shall be at least 3 to 1, to be calculated as set forth in the Trust Indenture; and
- (E) Developer can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale that (i) the applicable tests in accordance with the City's Public Improvement District Policy necessary for issuance of the Bonds have been satisfied, (ii) sufficient security for the PID Bonds based upon the market conditions exist at the time of such bond sale, and (iii) any other terms reasonably determined appropriate by the City, including but not limited to the City's PID Policy, have been satisfied.

- b. Design Development Standards. In the event the City fails to approve the creation of the PID as described above or fails to approve the issuance of PID Bonds requested by the Developer for any reason other than the proposed PID Bonds or PID assessments fail to meet any of the criteria set forth in the applicable PID Financing Agreement, then the Developer shall be relieved from constructing or installing the improvements described in Section 3.12 of Exhibit B.

4. Soccer Field Tract. (a) The Developer owns that certain 22,204 acre tract, more or less, that is illustrated on Exhibit A as "Detention/Drainage/Recreation Space" and "Neighborhood 3 or Detention/Drainage/Recreation Space" (the "*Multi-Use Tract*"). Within thirty (30) days after the Developer's drainage improvements within the Multi-Use Tract (see below) are complete but no later than December 31, 2027, the Developer will convey to the City in fee simple the Multi-Use Tract, using an instrument acceptable



to the City (the "*Multi-Use Tract*") free of all liens and encumbrances; provided that the City acknowledges that the City will take the Multi-Use Tract subject to that certain Drainage Easement recorded as Instrument #16029623 of the Official Public Records of Hays County Texas (the "*Drainage Easement*"), any easements existing prior to the Effective Date of this Addendum (the "*Prior Easements*") and any easements granted after the Effective Date; provided that easements granted after the Effective Date shall be limited to those utilities and improvements that serve the Subdivision (the "*Post Dedication Improvements*") or those that are granted under the threat of condemnation (and with respect to such easements, the Parties will cooperate to locate the easements to minimize such easements' interference with the use of the Multi-Use Tract for recreation and detention).

(b) The Developer will notify the City at the time that the Developer begins to design the Stormwater Detention Facility (defined in subsection (e) below). The City will notify the Developer within Twenty-one (21) days regarding whether the City wishes to enter into an agreement with the Developer to cause the Developer's engineer to design the drainage improvements on the Multi-Use Tract to certain specifications that allow all-weather soccer play or other all-weather recreational uses (the "*Recreational Use Improvements*"). The City will pay for the cost of the design for the Recreational Use Improvements. The Parties will further, at that time, determine whether the City wishes to cause Developer's contractor to build the Recreational Use Improvements, with the City paying the cost to construct the Recreational Use Improvements and the parties will work in good faith to negotiate an agreement addressing the construction of and the City's payment for the Recreational Use Improvements.

(c) The "*Option Land*". The City has indicated its desire for Plum Creek North to include additional area for all-weather soccer fields. The Developer grants to the City an option for the City to acquire from the Developer land up to five (5) acres as illustrated on Exhibit D-2 (the "*Option Land*") upon which the City will construct up to two (2) additional all-weather soccer fields and related improvements. The City must notify the Developer of its intent to acquire the Option Land within twenty-four (24) months after the Developer completes construction of the first one hundred and fifty (150) residential building lots within Plum Creek North. The Parties will record in the real property records notice of the City's option to purchase the Option Land under this Agreement. The Option Land must include any areas required for drainage improvements associated with improvements to be constructed thereon. The purchase price for the Option Land shall be paid to the Developer in cash for the sum of \$224,260 per acre or, at the City's election, in the form of credits for park land fees due under the City's ordinances and this Agreement, or a combination thereof. Title shall be subject to any existing utility easements and the City will pay all costs of title transfer. Should the City not begin construction of recreational improvements on the Option Land within five (5) years after the City's acquisition of such land, the Developer will have a right of reentry to repurchase the Option Land from the City at the paid price by the City.

(d) There may be an opportunity for Plum Creek North stormwater drainage and detention requirements to be met by offsite regional detention facilities. In the event that,

within ninety (90) days after the Effective Date of this Addendum the City provides the Developer with an engineered drainage study demonstrating, or the parties otherwise determine, that offsite regional detention facilities will meet Plum Creek North's stormwater drainage and detention requirements, the parties will work in good faith cause Plum Creek North to be served by such facilities; provided that Plum Creek North will only be required to spend or cost-participate in regional detention facilities up to the amount Plum Creek North would have spent for onsite drainage and detention facilities, and provided further that participation in regional detention will not delay development of Plum Creek North.

(e) The Developer is a party to that certain Site Development Agreement between Mountain Plum, Ltd. and the Developer dated August 25, 2016 (the "Site Development Agreement") in which the Developer has agreed to construct a stormwater detention facility on all or a portion of the Multi-Use Tract, referred to in the Site Development Agreement as the "Stormwater Detention Facility". Developer acknowledges and agrees that the obligation to construct the Stormwater Detention Facility in accordance with the terms of the Site Development and to provide drainage benefit for the thirty-six (36) acres land as depicted in Exhibit C of the Drainage Easement, as well as any other infrastructure required to be constructed on the Multi-Use Tract under the Site Development Agreement (the "*Site Development Agreement Obligations*"), remains the Developer's obligation and shall not transfer to the City when the Multi-Use Tract or any portion of the Multi-Use Tract is conveyed to the City. In the event that the Developer conveys the Multi-Use Tract to the City before the Developer constructs the Stormwater Detention Facility or the Infrastructure, the parties will execute a license agreement in the form provided by the City that authorizes the Developer to access the Multi-Use Tract to construct the Stormwater Detention Facility and the Infrastructure. **Developer shall fully indemnify and hold harmless the City and its elected officials, employees, officers, directors, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature brought by any third party and relating to the obligation to construct the Stormwater Detention Facility or to fulfill the Site Development Agreement Obligations, or any obligation under the Site Development Agreement, made upon the City. It is the express intent of this Section that the indemnity provided to the City under this Addendum shall survive the termination and/or expiration of the Development Agreement and shall be broadly interpreted at all times to provide the maximum indemnification of the City and/or its officers, directors, employees, representatives, and elected officials permitted by law.**

5. Additional Terms.

- a. Articles IV, V, and VI. These articles of the Original Agreement applied to Phase I only and are hereby repealed. The development conditions are not the same as when the Original Agreement was negotiated, and the city does not require the same oversight of infrastructure as was laid out in the Original

agreement of the City and the Developer only without consent of other owners within the Plum Creek North Subdivision.

- 6. Anti-Boycott. By entering into an Amendment with the City, the Developer verifies that the Developer does not boycott Israel and will not boycott Israel during the term of the Addendum.

AGREED upon and entered this 16TH day of APRIL, 2019.

CITY OF KYLE, TEXAS

By: Travis Mitchell
Travis Mitchell, Mayor
Mailing Address: 100 W. Center Street
Kyle, Hays County, Texas 78640

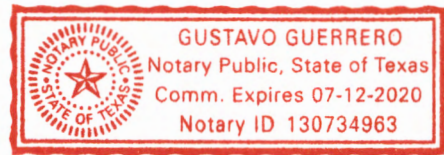
THE STATE OF TEXAS §

COUNTY OF HAYS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Travis Mitchell, Mayor, City of Kyle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29TH day of APRIL 20019

(SEAL) Gustavo Guerrero
Notary Public-State of Texas



ATTEST:

Jennifer A. Vetrano
Jennifer Vetrano, City Secretary

APPROVED AS TO FORM:

Paige Saenz
Paige Saenz, City Attorney

K

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: Lennar Texas Holding Company, a Texas corporation, General Partner

By: Richard Maier

Name: RICHARD MAIER

Title: AUTHORIZED AGENT

Date: June 21, 2019

Mailing Address: 13620 N. FM 620, SUITE B-150
AUSTIN, TEXAS 78717

THE STATE OF TEXAS §

COUNTY OF Williamson §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard Maier, Authorized Agent of Lennar Texas Holding Company, a Texas corporation, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of June, 2019.

(SEAL) Nga Tu Nguyen
Notary Public-State of Texas

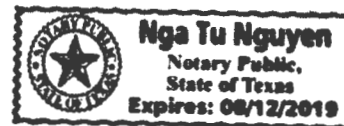
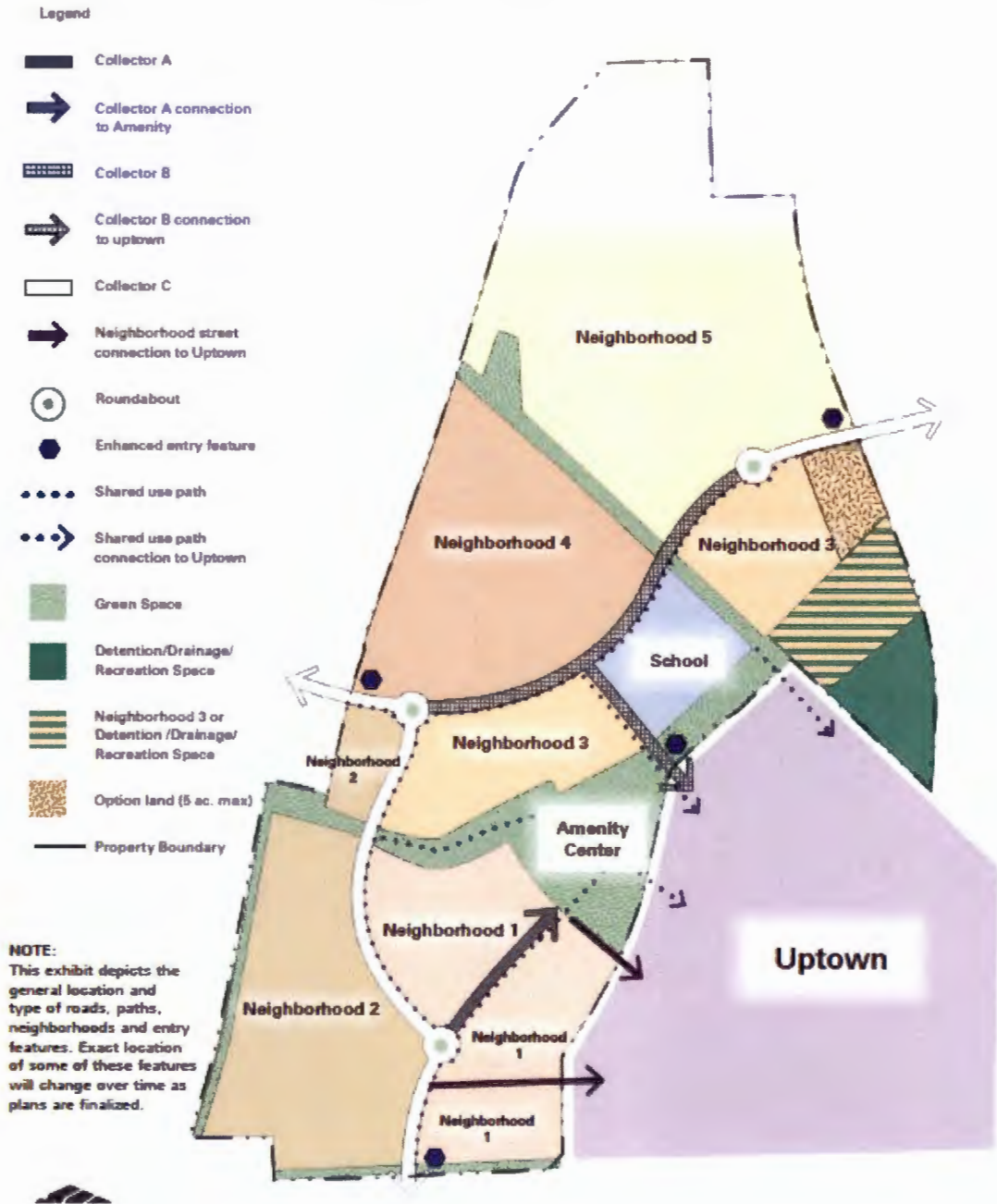


EXHIBIT A

PRELIMINARY LAND PLAN



R

EXHIBIT B
The Rules for Phase II

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EXHIBIT B
TO ADDENDUM NUMBER FIVE to the
AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK
DEVELOPMENT PARTNERS, LTD., AND WILLIAM NEGLEY,
TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF PHASE
I OF THE PLUM CREEK RANCH PROPERTY (“ADDENDUM NO. 5”)

Referred to as “The Rules for Plum Creek Phase II – Residential”
(a/k/a “Plum Creek North”)

This exhibit consists of multiple pages.

Design Development Standards, Requirements and Review Processes

Plum Creek North Guiding Principles

The City of Kyle elected officials, staff leadership and the Developer collaborated diligently through a multi-year sustained and in-depth process to establish mutually agreeable objectives for Plum Creek North. These objectives establish design principles emphasizing a shared commitment to a unique, attractive and welcoming environment.

Distinct neighborhoods will contain a variety of appealing home types, architectural styles, street designs, pedestrian/bike circulation routes, landscaping and recreational activities. A focus on public spaces combines with these to form a cohesive community. Neighborhood parks, public places and multi-use paths promote meaningful connections to all residents, community activities and the future Uptown Kyle development.

A variety of quality and durable residential building types, lot sizes and configurations and variety of architectural character will establish appealing streetscapes by emphasizing human scale along the streets and parks while meeting the lifecycle needs of a wide range of users – from Young Single Residents to Families to Seniors and Active Adults.

These principles are designed to create a lasting and quality community that is consistent with Kyle’s core values. The result of this mutual commitment ensures a healthy, resilient and sustainable community. The Developer and the city are committed to embracing these collaboratively-established principles.

1. General.

These architectural and development design standards (the “*Design Standards*”) are intended to direct Lennar Homes of Texas (“*Developer*”), homebuilders within Plum Creek North, design professionals and the City of Kyle in the design, implementation and review of residential buildings and associated site elements of Plum Creek North. In the event anything herein conflicts with City of Kyle Ordinance 962, this document will prevail with respect to development or construction within Plum Creek North. These Design Standards will be recorded in the county real property records and will constitute a covenant running with the land and will



be binding upon the Developer's successors and assigns. These covenants and its exhibits may be amended solely by agreement of the City and the Developer without the consent of other owners within Plum Creek North.

2. Types of Residential Homes Authorized in Plum Creek North

- Single Family Detached
- Single Family Attached, including condominiums

3. Architectural Design Guidelines

3.1 Exteriors of buildings.

Diversity of architecture is required. In addition to areas or neighborhoods of cohesive architecture (per §53-932 (B)), streetscapes with architectural variety as specified herein shall be used herein to create distinct neighborhoods or areas.

“*Front Facades*” are defined as an elevation facade facing a public street, public park or public open space. Front Facades (including public street-facing facades on corner lots) shall be articulated; continue siding material palette on both public street-facing facades and incorporate architectural elements described under “Variety of Articulation” below. The percentage of design elements and detailing are not required to be consistent on all facades but 4-sided design is a requirement (see below).

Each Front Facade must have at least one exterior lighting fixture (dark sky compliant) hard-wired with a photocell. All exterior fixtures on homes must be dark sky compliant.

A minimum of fifteen percent (15%) of the Front Façade shall consist of window or door openings.

Elevation Repetition. As to single family detached units, plans with the same elevation can be repeated no more than every fourth Lot on a block on the same side of a block. Plans with the same elevation cannot be placed on a Lot directly across the street or diagonal from any other plan. No elevations may be repeated on a cul-de-sac having less than six (6) Lots.

Color. A variation in paint colors on single family detached dwelling units along a block is required. On a per-block basis, any one “body” paint color or combination of body and trim colors may be used a maximum of four (4) times for blocks containing less than twenty (20) Lots and a maximum of seven (7) times for blocks containing more than twenty (20) Lots. Color variation is intended to mean *distinct and obvious* color differences and not a range within a single palette or color. Color variations on body and trim may include tans, browns, grays and whites, but *must* also include other variations of primary colors, pastels and greens, reds or blues. However, depending on the architectural style, white and black is acceptable. Any single “body” color may be utilized no more than twice on a single cul-de-sac. Body and trim colors must be

different on a single family detached unit and a third or fourth accent color or stain (such as on front doors or shutters) is encouraged.

Color variation guidelines do not apply to attached dwelling units or cluster-type age-restricted areas. For those unit types, variation of color is at the option of the homebuilder and overall cohesiveness of style may be appropriate within those areas.

Variety of articulation. Front Facades of single family detached units shall have at least two different horizontal offset design features to break the wall plane, and shall additionally include multiple articulations or architectural details. The following are examples of the types of design features that meet this requirement:

- Horizontal offsets, recesses or projections (min. 12 inches), porches, permanent awnings, box-out windows, vertical “elevation” offsets, roofing articulation, arches, courtyards, alcoves, recessed entries, ornamental cornices or similar design features.
- Architectural details such as shutters, integrated planters or wing walls, corbels, architectural or ornamental brackets and garage door accessories.

Materials. Exterior surface areas of dwelling units and detached garages (all stories) shall consist of one or more of the following cementitious-fiber planking (not panels; either laid horizontal or vertical): ledge stone, fieldstone, cast stone, painted or tinted stucco and brick. Stucco may not exceed thirty percent (30%) on single story nor fifty percent (50%) on two story products of the wall area (net of openings) on the Front Façade or any side. Variances of minor deviations in percentages may be granted by the Plum Creek Neighborhood Design Committee (“PCNDC”) if the architectural style of the home is compatible with increased stucco. Board and batten designs are permitted. Solid wood planking, decorative cementitious-fiber panels, galvanized metal and other materials may be used for accent features.

4-sided Design. Design elements and detailing, including the presence of windows and window treatments, trim detailing, and exterior wall materials, must be continued around the entire primary structure. The percentage of design elements and detailing are not required to be consistent on all facades.

Residential units that back up to Collector Roads or higher street category shall be limited to one-story in height except by specific variance by the PCNDC (see 3.13). However, when a Rear/Forward Garage Home backs up to the Collector Road or higher street category, the one-story requirement will apply to the garage structure, *not* the primary home structure.

Exposed Foundations. Exposed portions of the foundation visible from a public right-of-way, park or public open space must be concealed by extending the exterior stone,

brick or siding material so as to result in no more than twenty-four inches (24") of unfinished foundation is visible. However, exposed foundations concealed out of view of public right-of-way, park or public open space may be visible up to forty-eight inches (48") above the finished grade of the Lot.

Address Markers. Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed.

HVAC and Trash Collection Bin Screening. Air conditioning compressors, generators, pool equipment, and trash collection bins shall be screened from public view by landscaping or structural screening.

3.2 Front Entries.

The design and location of the primary building entry for residential units must consider pedestrian circulation and protection from the elements. A variety of front door styles and detailing (i.e.; height, material, paint/stain color and side lights) is required. The variety standards should meet the elevation variation (repetition) guidelines contained in Section 3.1. Building entrances may be marked by porch elements, trellises, canopies, awnings or special roof treatments. Except for the requirements of the immediately preceding sentence, these front entry guidelines do not apply to attached dwelling units or cluster-type age-restricted areas. For those unit types, variety is at the option of the homebuilder as overall cohesiveness of style may be appropriate within those areas.

On lots less than 51' in width at the front setback line, eaves over garage doors, porte-cocheres, porch or exterior patio features may extend up to five feet into the building setback line but *only* if such features extend beyond the enclosed garage face.

One hundred percent of single family detached homes constructed on lots less than 50' (at the building setback line) in width and at least 80% of the homes on Lots sized greater than 50' frontage (at the building setback line) on any block must have covered front porches or open trellises incorporated into a Front Façade. Such covered areas must have minimum depths of 5 feet. On lots measuring less than 50' at the front setback line, the minimum covered area shall be 50 square feet. On Lots measuring over 50' and less than 60' at the front setback line, the minimum covered area shall be 90 square feet. On Lots measuring over 60' at the front setback line, the minimum covered area shall be 120 square feet. *Exception to this provision:* Certain architectural styles such as "Salt Box", some contemporary designs and facades with other forms of distinctive articulation may be excluded from the porch requirement. The PCNDC is authorized to approve such exceptions.

Covered front entries less than 5-ft deep are not considered porches and do not count toward the required percentages.

3.3 Street-facing Driveways & Garage Placement

The lot layout and design of homes shall minimize the visual prominence of garage and driveway placement on all Lots, using alternative garage alignment and entries especially

for corner lots as required in §53-933 (F) of the Kyle Municipal Code (shown in Exhibit B). Single family detached home Lots less than fifty feet (50') in width at the front set back line shall utilize a garage design as follows: (a) a detached garage on Rear/Forward Garage Homes (as illustrated on Exhibit C) or (b) another alternative garage alignment and entry which includes side entry or alley entry. Detached garages on Rear/Forward Garage Homes may be accessed from any direction. This paragraph will satisfy the intent of §53-933 (B), which requires all lots less than fifty feet (50') utilize alley loaded product.

Driveway width at the curb line shall be no wider than the greater of 17' or width of a 2-door garage. However, driveways on Rear/Forward Garage Homes may be shared at the property line, which may result in a wider overall driveway width at the curb. (See Exhibit C.)

Driveways may have a "Hollywood driveway" design, where the driving surface consists of strips of pavement. Such driveways shall be designed to eliminate large patches of dead landscape by either using synthetic materials such as faux turf, rubber, stone or other similar material and avoiding the use of live vegetation. If loose rock material or other loose material is utilized, a design feature shall include a way to eliminate material from running off from the site during rain, washing or watering or through normal use. The PCNDC will approve the synthetic materials list. The lot owner will be responsible for maintaining the Hollywood driveway, and the restrictive covenants for the Subdivision will allow the homeowner's association to enforce compliance with this paragraph.

3.4 Garage variety

Garage doors must integrate into the overall building design with color, texture or other similar design elements. Garage doors articulation should include one or more of the following: ornamental hardware, embossed finished material, other detailing and/or relief in the surface or windows.

Stain or paint colors for garage doors shall be compatible with the color palette of the Front Façade or stained trim on the home. Paint colors for garage doors shall be the same as the body color palette of the home with the intent to deemphasize the garage door.

On lots less than 50' in frontage at the setback line, an overhead eave must extend above the face of the garage door a minimum 12 inches in front of the garage door face. This eave may extend into the front setback line. This provision does not apply to detached garages on Rear/Forward Garage Homes.

On single-family detached dwelling Lots measuring less than 50' at the front setback line and have a two-car attached garage facing a public street, no more than 40% of the units on a block may have a single two-car garage door. Instead, on those units the garage doors must be two single-width doors separated by a column or other architectural

feature. This does not apply to Rear/Forward Garage style homes, which may have single garage doors.

3.5 Front-loaded Garages, Overhead Architecture Forward and Rear/Forward parking.

An extended architectural element of conditioned space a minimum of 18' wide shall be located a minimum of three feet in front of the garage door face on any Lot measuring 50' or more at the setback line. Such extended area may be located anywhere along the face of the front façade.

“Rear/Forward Garage Homes”: Rear/Forward Garage Home concept elevations are illustrated on Exhibit C. When these type homes have front (street)-facing garages or carports that are located in the rear yard of the single family residential Lot, they may be constructed as a “zero lot line”, where (a) one side and one rear wall or (b) one side or one rear wall may be located on the property line. Additionally, such garages may be attached at the side and/or the rear to the adjacent garage at the property line. As to Rear/Forward Garage Homes, if there is less than 430 square feet of covered or enclosed garage space the original builder shall either: (a) provide a detached storage shed of at least 50 square feet or (b) provide at least 50 square feet of second-floor storage in the detached garage accessed by an interior or exterior stairway. Any detached storage shed must generally conform to the main house structure architecture and color scheme. The additional storage space requirement does not apply to homes that are “age restricted” or are attached townhome or condominium structures. In those cases, there is no garage minimum size and depending on the architectural style, the PCNDC may approve carports or uncovered offstreet surface parking to be utilized.

Rear/Forward Home garages are not required to be fully enclosed. The street-facing façade of the garage must have a garage door and the structure must have a roof and floor slab, but the sides may be open so long as the structure is primarily constructed of wood and the architecture conforms with that of the main house on the Lot.

The garage building of a Rear/forward Garage Home may contain a conditioned living area which may include a kitchen and/or bathroom. The stairway leading to the second floor may be interior conditioned space or an exterior stair. Rear/Forward Garage Homes may be rented to third parties not residing in the main residential structure on the lot.

The main house structure of Rear/Forward Garage Homes may be constructed with a 10' front setback (building line) so long as they have a covered front porch that meets the requirements of 3.2 above. Further, for Single Family Detached Lots upon which a Rear/Forward Garage style home is constructed, impervious cover on those lots may be up to 90%.

3.6 Garage - Side-loaded

Garages that are side-loaded (in relation to the street) are a preferred and permitted garage type on lots measuring 59 feet or more in frontage at the setback line subject to the following:

- Garage door articulation requirements (per Section 3.4) are incorporated.
- Driveway pavement width is limited to the minimum necessary for safe vehicular movement
- Side loaded garages may extend 10' into the platted side building setback line.

3.7 Garage/carport – Rear alley-loaded

Alley-loaded garages are a permitted garage type as are carports constructed primarily of wood accessed from the alley. Alley loaded garages or carports may be attached or detached from the home. Alley-loaded homes are not required to have covered parking but must have at least one paved parking space. Alley-loaded garages or carports must be set back a minimum of five feet from the Lot rear property line. Such minimum setbacks are encouraged so as to minimize pavement in and around the alleys. Garages or carports accessed by alleys may be constructed as a “zero lot line”, where one wall may be located on the side property line. Additionally, such garages (or carports) may be attached to the adjacent property’s garage on a side property line so long as they meet local fire code regulations.

3.8 Roofs and overhead structures.

Simple roof lines are encouraged and can be achieved by including hips, gables, projections (e.g. dormers) and roof form changes in keeping with a selected architectural style. On buildings with pitched roofs, the minimum main roof pitch is 6:12. Lower roof pitches are acceptable on porch elements, detached garage structures of Rear Forward Garage Homes, awnings or architectural feature elements.

Pitched roofs shall be clad in 25-year minimum composition shingles commonly referred to as Dimensional Shingles. Painted or low reflectivity metal roofing (standing seam galvanized or unpainted metal) or tile is also permitted if compatible with the architectural style of the home.

Flat roofs are permitted, but must have a continuous parapet, minimum six-inch height. Flat roofs may utilize any roofing material. Roof decks and planted green roofs are permitted.

Photovoltaic roof tiles and shingles, and solar panels are permitted.

The use of canopies, awnings and trellises are encouraged to provide both visual interest and protection. The materials and colors should be compatible with the roof materials and complement and harmonize with the exterior design of the building. Canvas or metal awnings are permitted.

3.9 Attached Single Family and Condominium.

In general, the Design Standards set forth herein except color variation, architectural variety and parking apply to attached housing and age-restricted housing. In addition, the following guidelines apply to attached single family and multifamily buildings and site design.

A maximum of 20% of the total number of homes to be constructed in Plum Creek North may be attached single family or multifamily buildings.

Specific guidelines for Attached Single Family, condominium and age-restricted housing:

- **Architectural style**
Attached buildings on a single site must share common, identifiable, complementary design elements and/or detailing. This includes non-residential structures such as garages, carports, and dumpster enclosures.
- **Form and Mass**
 - Except as designed as a 'Mansion-house concept', a single, large, dominant building mass should be avoided. Four-flat or mansion home buildings are permitted so long as the architectural style is reasonably compatible with adjacent single family detached units.
- **Exterior walls**
Facades must be articulated with bays, insets, balconies, porches, stoops or other similar design elements related to entrances and windows.
All facades facing a public right of way or public parkland must include materials and design characteristics consistent with or compatible with those on the Front Facade.
- **Long walls and facades**
Up to six attached dwellings may be attached in a single row. Up to six attached dwellings may be included in a single building where the units are "flats".
- **Building entries**
Building entries facing a public street, private drive or parking area must be articulated to provide an expression of human activity or use in relation to building size using doors, windows, entranceways, and other design features such as corners, setbacks, and offsets can be used to create articulation.
- **Windows and transparency**
All walls and elevations on all floors of attached residential buildings must include windows or doors with glass, except when necessary to assure privacy for adjacent property owners. Glass may be opaque or frosted for privacy purposes.
- **Building roofs**
On buildings with pitched roofs, the minimum roof pitch is 6:12 on the main structure.

- **Mechanical equipment screening**

Rooftop mechanical equipment must be hidden or screened from public right-of-way with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited.

Solar panels and rain collection devices are exempt from mechanical equipment screening standards.

3.10 Walls and fences.

Walls and fences shall consist of durable materials, including painted or stained wood, ornamental steel or native stone masonry walls. Each distinct neighborhood as indicated on the master development plan or as developed over time should have at least one distinct fence type that varies from adjacent neighborhoods. Wood privacy fences on lots must be constructed using metal posts installed in concrete. If metal posts are hollow, a cap must be installed on the top of the metal post. Fences facing a public street may not exceed 5' in height and no fence may exceed 6' in height except to screen a public park, public or HOA amenity, major roadway or commercial facility in which case the maximum height shall not exceed 10'. Except where incorporated into the building design and attached to the building, fences on a plane ahead of the front of the Front Facade may not exceed 4' in height and are encouraged to be open picket type.

The Master HOA will have the ability to require homeowners to maintain fences which abut neighboring single family homes. Further, the HOA will maintain the portion of any fence on any Lot which fronts, backs or sides to a public right of way or greenbelt, including the external perimeter fence. Greenbelt fences must be open picket type.

3.11 Building Site and Lot Standards.

At least 5% of the lots (calculated as of the end of all development) within Plum Creek North must have alleys and residential buildings constructed thereon must have parking accessed off of the alley. Any residential structure accessed by an alley may have a front-setback (building line) of 10 feet.

For Single Family Detached Lots upon which a Rear/Forward Garage style home is constructed, impervious cover may be up to 90% and there will be no minimum lot depth.

Homes which are accessed by an alley or are characterized as Age restricted, four-flat or mansion homes may have "ganged" or uncovered parking so long as there is at least one off-street parking per unit.

A maximum of 1625 LUE's may be constructed within Plum Creek North. No more than sixty percent (60%) of the lots may be less than fifty feet (50') in width at the setback line.

3.12 Master Planned Development Criteria. Plum Creek North will further be developed in accordance with the following requirements:

- a) Roundabouts will be constructed at select locations to replace conventional “T” intersections as shown in Exhibit D-2.
- b) Street trees on Collector Roads must have a minimum of one 2” caliper tree every 75’ on each side of the street.
- c) Street trees on neighborhood streets. Neighborhood streets must have one 2” caliper (or larger) street tree located within the public MUE, PUE or ROW every 75’ feet on each side of the street.
- d) Each single family detached Lot measuring 50’ or more at the front setback line must have at least one 2” caliper tree in the street-facing yard located within the property lines. For blocks where the typical front foot measurement at the setback line is less than 50’, one 2” caliper tree must be provided within the property lines for each three Lots.
- e) The Subdivision shall be developed with HOA-maintained common open space or pocket parks (minimum 8,000 square feet each; the “HOA Parks”) at an overall ratio of one pocket park per 175 homes. This assumes the Developer will receive a credit toward parkland dedication requirements or “fee in lieu” requirements for the actual area of those HOA Parks, as approved at a later date by the City Parks Board and the City Council. Should the City Parks Board or the City Council deny such credit, Lennar may instead develop the Subdivision with an overall ratio of one HOA Park per 275 homes. The HOA Parks will be designed to (i) serve the recreational needs of the residents and (ii) provide places and opportunities for interaction within the community.
- f) Collector Roads shown on Exhibit D-1 will include Purple Pipe transmission lines and distribution lines as a backbone for future distribution of reuse water. The irrigation pipes may connect to potable water sources in the interim. The Purple pipe transmission lines will be designed and constructed for the point of connection to the detention pond in front of the Hays Performing Arts Center, unless authorized otherwise by the City; provided that the Developer shall only be required to design and construct the purple pipe to the boundary of the Property.
- g) In addition to the pocket parks or common open space, the Developer will provide two HOA maintained large amenity centers with swimming pools.
- h) Landscaping in Collector Street medians greater than four feet (4’) in width is required, with xeriscaping in such locations being encouraged. Refer to Exhibit E for illustration of Collector Roads and medians.
- i) Neighborhood street widths should be as narrow as possible to reduce speeds but still meet fire codes. The various permitted street styles are illustrated on Exhibit D-3.
- j) Mid-block pedestrian cut-throughs (pedestrian paths) maintained by the HOA (minimum 15’ wide) will be required on any block exceeding 900’ in length. These paths will be either paved or maintained with decomposed granite (or equal) and are intended to give adequate pedestrian circulation through the residential development.
- k) Multi-use paths: Multi-use paths shall be used to enhance pedestrian and bicycle travel where the existing vehicular circulation system does not provide corridors free of obstacles. Paths should connect to the street and sidewalk system safely and conveniently. Where practical, paths should be located in corridors that serve

origin and destination points such as residential neighborhoods, schools and parks. Multi-use paths are shown on Exhibit D-2.

- l) Distinct neighborhood theming: Distinct neighborhood characteristics shall be established to provide a diverse residential character within Plum Creek North. A minimum of five distinct neighborhoods shall be established. Neighborhood identity shall be established through distinct residential architectural style and fencing plus some combination of the following: (1) a variety of park uses, (2) variety of street tree types, (3) distinct neighborhood entry monumentation and, or (4) differing neighborhood streets constructed to meet the standards illustrated in Exhibit D-3. The PCNDC shall oversee implementation of the approved themes.
- m) The main amenity center shall include an upgraded pool (which shall consist at a minimum of an adult pool, a kiddie pool or kiddie pool offset, a splash pad or similar water feature, and a covered patio and seating area), conditioned community building, playscapes and outdoor theater.
- n) The secondary major amenity center shall include pool and other outdoor recreational features (which shall consist at a minimum of a covered patio and seating area suitable for barbecue area, parties, and general gathering, a playscape and outdoor playground area).
- o) Collector Road ROW's, which are shown in Exhibit D-1 and D-2, shall include masonry walls in lieu of standard wood fencing. Masonry shall mean brick, or stone.
- p) Entries to the Subdivision shall be equipped with HOA-maintained irrigation with HOA-maintained water meters.
- q) Street lighting shall be upgraded in that it will exceed the City standard lighting design requirements. Examples of upgrades include color and/or materials. Signage in the Subdivision shall comply with Exhibit F.
- r) The Developer will construct traffic and pedestrian connections between Plum Creek North and the property abutting its eastern and southern boundary (the "Uptown Kyle Tract") in accordance with the trail and street plan attached hereto as Exhibit D-2. A minimum of two shared use paths and three street connections will be constructed. Neighborhood streets and Collector Roads shall be designed and constructed in accordance with Exhibit D-3 and Exhibit E, respectively, and City standards to the extent that such standards do not conflict with the Addendum.
- s) Collector roads at the points of entry to the Subdivision that are illustrated on Exhibit D-2 will be constructed with medians and will be marked with entry monuments.

3.13 Design Review and enforcement.

- A. The City of Kyle will have the authority to deny any building permit, site development permit, zoning application, or plat application for the development of Phase II – Residential that does not conform to the Design Standards contained in this document, or the applicable City Ordinances, as modified by the Addendum; provided that the City will accept the PCNDC's approval of the Aesthetic Standards, as that term is defined in the paragraph entitled "Submission Requirements" in Exhibit A.

- B. Design Committee: The Plum Creek North Design Committee “PCNDC” will be established. The PCNDC will be “activated” prior to the construction of any residential structures within Plum Creek North. Its purpose shall be to review the Aesthetic Standards for compliance with the requirements contained in this document and applicable ordinances. The role, duties, and rules governing the PCNDC are further described on Exhibit A. For Plum Creek North, the PCNDC shall serve as the Architectural Review Committee (ARC) under the Plum Creek Planned Unit Development Ordinance, Exhibit A, Chapter 53, City Code of Ordinances for review of the Aesthetic Standards as provided in this Agreement.
- C. A Master Homeowner Association shall be created and maintained for the community, empowered to govern and establish design guidelines, review architectural and landscape designs and enforce regulations and design guidelines.
- D. In addition to those described in this document, additional design requirements may be created by the Developer so long as they do not conflict with this document or are approved as variances by the PCNDC as provided in Exhibit A; provided that such variances shall not relax the standards set forth in this document. Each new residential unit in Plum Creek North will be subject to such additional design criteria that will be detailed in design guidelines to be described in the Declaration of Covenants, Conditions, and Restrictions (CCRs) enforced by the PCNDC, which will be given such authority in the CCRs.

EXHIBIT LIST TO Plum Creek Phase II – Residential (“Plum Creek North”) Design
Development Standards, Requirements and Review Processes

- A. Description of the PCNDC
- B. Applicable Kyle Municipal Code Provision
- C. Rear/Forward Garage Homes
- D-1. Masonry Wall Locations and Collector Roads
- D-2. Road, Collector Roads, Neighborhood, Green Space, Detention, Entry Features, and General Circulation
- D-3. Neighborhood Streets
- E. Collector Road Design Criteria
- F. Plum Creek North Sign Standards

EXHIBIT A

To EXHIBIT B of ADDENDUM NUMBER FIVE to the
AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS,
LTD., AND WILLIAM NEGLE Y, TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF
PHASE I OF THE PLUM CREEK RANCH PROPERTY

Description of the PCNDC

Composition of the PCNDC. The Committee will be comprised of four professionals, each with a two-year term. The Kyle City Manager will appoint two members and the Developer will appoint two members. No member of the PCNDC may be either an employee of the Developer or an employee or elected official of the City of Kyle. Formal meetings of the PCNDC may be attended by a representative of: the Developer, the builder submitting plans, the architect who designed the plan(s) and the City of Kyle.

Each PCNDC member must have one or more of the following credentials and have at least five years' experience practicing in the private sector:

- Professional Engineer
- Land Planner
- Landscape Architect
- Architect
- Land Use Attorney

The Chair of the PCNDC will be selected by a majority vote of the members of the PCNDC. In the event that a majority cannot be achieved as to a selection, the City Manager of the City of Kyle will select the PCNDC Chair. Three members of the PCNDC shall constitute a quorum of the PCNDC. A quorum must be present for the PCNDC to conduct PCNDC business. In the event that a quorum does not attend meetings for forty-five days after a meeting at which a quorum fails to attend, then the quorum requirement will drop to two members for the subsequently scheduled meeting only. Notwithstanding the foregoing sentence, the Developer or the City, as appropriate, may remove and replace a member who has failed to attend a meeting or appoint an alternate. No action of the PCNDC shall be effective except by a majority vote of the members present at an official meeting. In the event of a tie vote, the City Manager and a senior representative of the Developer shall meet and work in good faith to resolve the tie vote.

Submission Requirements. Submissions to the PCNDC will be in the form of written requests. Any single request may include structures on multiple Lots or blocks. Prior to construction of any dwelling unit, a builder will be required to submit to the PCNDC the following for review and approval (the "Aesthetic Standards"):

- Front Façade and side elevations that face a public street of each residential structure on a public street or cul-de-sac. An entire block does not need to be

submitted each time, but each successive submission on that block will need to include depictions of any prior submissions.

- Fence illustrations and locations.
- Tree locations within the residential building Lot.
- Color palette and identity of the color locations (including trim and body colors) on each home to be constructed.
- Door designs.
- Number and configurations of parking spaces (covered and uncovered).
- Description of how the builder will meet the garage requirements in Section 3.5.
- Description of all building materials including masonry, siding, roofing, garage doors and fencing.
- To the extent that the builder intends to utilize the setback variances contained in this document and thereby intends to construct a structure outside of normal setbacks (5' side, 5' rear and 20' front) to the extent authorized by the Design Standards, the builder must provide for the PCNDC approval a plot plan showing the outline of the structures on the Lot.
- Materials for Hollywood driveways

Approval process. The intent will be for the PCNDC to meet formally once every three weeks during the calendar year. However, additional meetings may occur if requested by the Developer or the City of Kyle.

Submissions will be processed by the PCNDC in accordance with this paragraph. Submissions that are received by the PCNDC at least ten (10) days prior to the next scheduled meeting will be considered at that meeting. Submissions that are received after the said date will be considered at the subsequent meeting. If the PCNDC does not act on the request within the aforementioned time period (by providing comments or approval), the request will be deemed approved; provided that failure of the PCNDC to act due to failure of a quorum to attend the meeting shall not be deemed an approval of a submission, and in such event, the submission shall be scheduled for consideration at the next PCNDC meeting. *Outright* denial of requests without specific written reasons is not permitted. Denial must include reasons/comments which must take the form of describing the manner in which the plan(s) deviate from the Design Standards and recommendations for bringing the plan into compliance. The builder may resubmit plans to respond to the PCNDC comments on a schedule that meets the builder's requirements. There is no limit to the number of resubmissions.

Variations. The PCNDC may, at the request of the applicant, grant variances to the Aesthetic Standards if it deems appropriate based on site constraints, tree preservation, utility locations or conflicts and need/desire for general architectural variety; provided that the PCNDC may not grant variances: (1) that are contrary to the terms of Addendum No. 5; or (2) that jeopardize the health and safety of citizens; or (3) that are matters related to utility or other development-related infrastructure; or (4) that are regulated by the City under its zoning, subdivision, site development, or building code regulations. Any variance will require a unanimous consent of committee members in attendance at the duly-called meeting.

Fees: The applicant (builder or developer) requesting plan(s) approval will be responsible for payment of a fee to the PCNDC not to exceed \$350.00 per application. The fee will be used to defray the meeting cost and may be used to compensate members of the committee for expenses. Additionally, the Developer will, for a period of time beginning with the final city acceptance of the first development phase (the first year's deposit may be prorated) and ending on January 15, 2024, on an annual basis and no later than January 15 of any calendar year, fund a fixed amount of \$10,000.00 to fund any additional costs of the committee. The City Manager of the City of Kyle will decide the manner in which deposits or collections are held and the disposition of any funds remaining at the end of a calendar year.

EXHIBIT B

To EXHIBIT B of ADDENDUM NUMBER FIVE to the
AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS,
LTD., AND WILLIAM NEGLEY, TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF
PHASE I OF THE PLUM CREEK RANCH PROPERTY

Kyle Municipal Code Provision Ordinance #962 - Style Guide

This is attached as Exhibit B to Addendum Number Five

EXHIBIT C

To EXHIBIT B of ADDENDUM NUMBER FIVE to the
AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS,
LTD., AND WILLIAM NEGLEY, TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF
PHASE I OF THE PLUM CREEK RANCH PROPERTY

Rear/Forward Garage Home Depiction (Sample Illustration only; detail may vary)

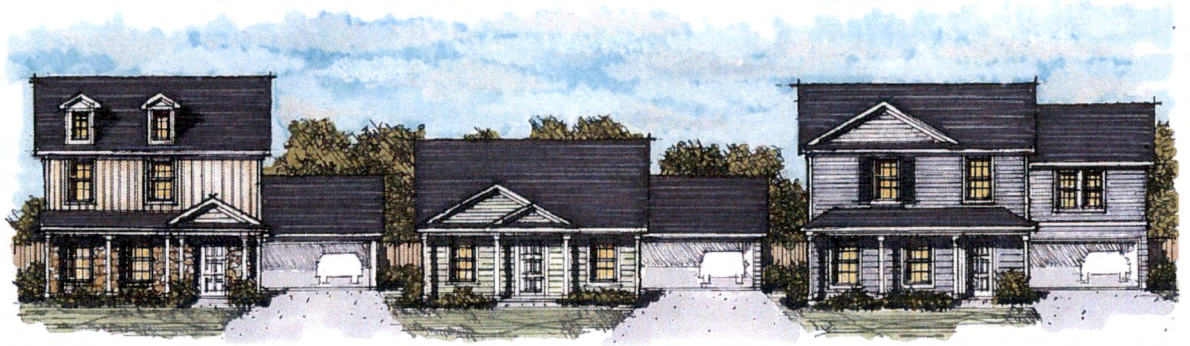


EXHIBIT D-1

(Page 1 of 1)

To EXHIBIT B of ADDENDUM NUMBER FIVE to the AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., AND WILLIAM NEGLEY, TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF PHASE I OF THE PLUM CREEK RANCH PROPERTY

Masonry Wall Locations

Legend

 Collector roads (Types A, B and C)

 Masonry Walls

 Green Space

NOTE:

This exhibit depicts the general locations of masonry walls to be constructed by the Developer. Walls will have openings for street, pedestrian and utility access, and required visibility sight lines. Exact locations of the road network and associated walls will change over time as plans are finalized. See road exhibit for additional legend notes.



EXHIBIT D-2
(Page 1 of 1)

To EXHIBIT B of ADDENDUM NUMBER FIVE to the AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., AND WILLIAM NEGLEY, TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF PHASE I OF THE PLUM CREEK RANCH PROPERTY

Road, Green Space, Neighborhoods, Detention, Entry Features, General Circulation and Shared Use Paths
[SEE EXHIBIT E FOR COLLECTOR SPECIFICATIONS]

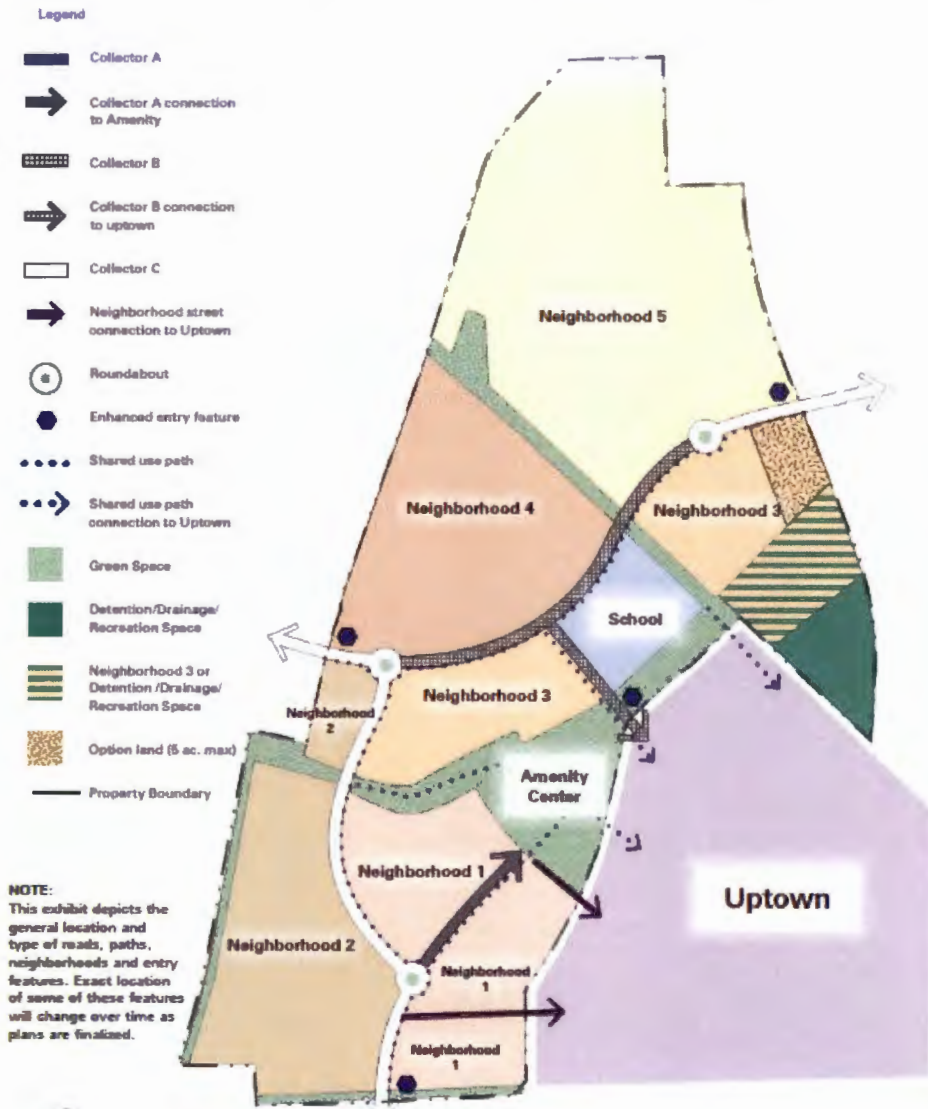


EXHIBIT D-2: road, neighborhood, green space, detention, entry features, and general circulation

Kyle, Texas

TBG
1705 Guadalupe St, Suite 500
Austin, Texas 78701
(512) 327 1011

M

EXHIBIT D-3

(Page 1 of 4)

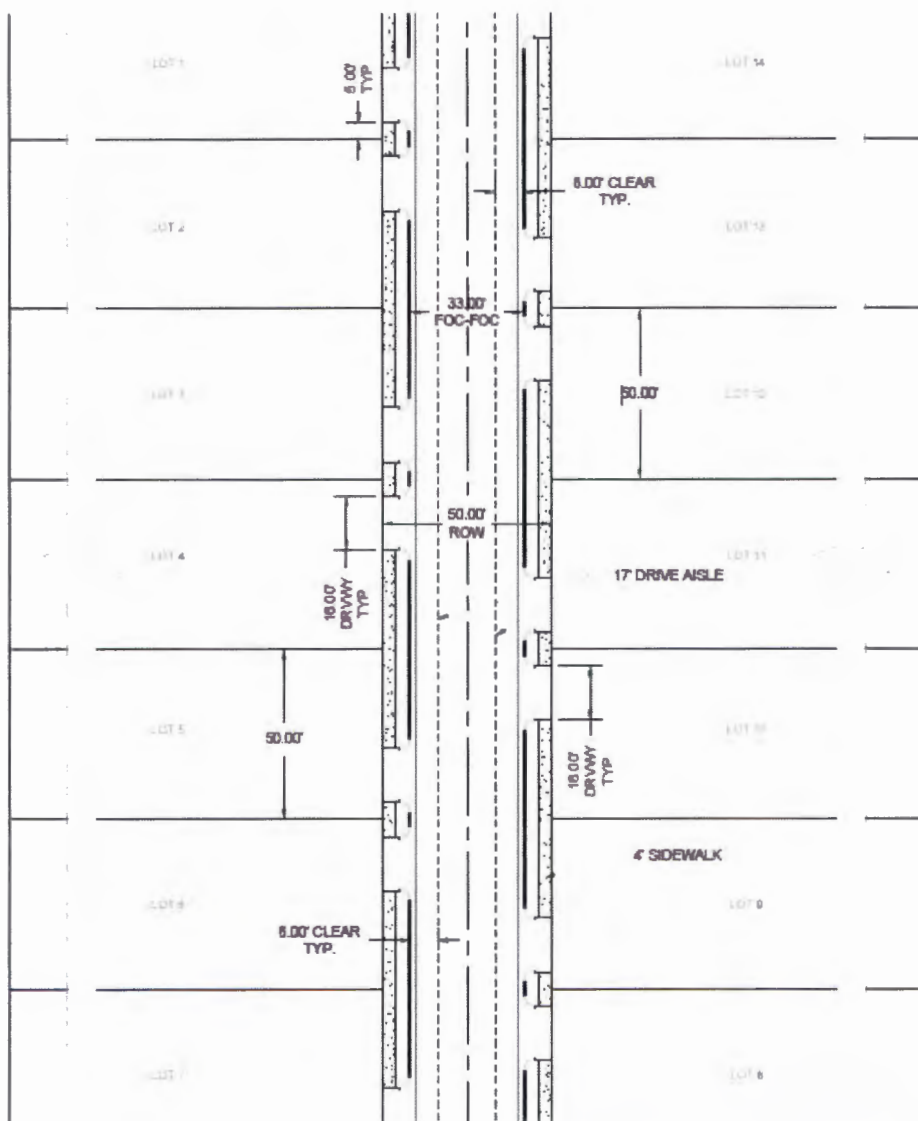
To EXHIBIT B of ADDENDUM NUMBER FIVE to the AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD., AND WILLIAM NEGLEY, TRUSTEE, FOR DEVELOPMENT AND ANNEXATION OF PHASE I OF THE PLUM CREEK RANCH PROPERTY

Alternative "A" Neighborhood Streets (Selected Areas)

Part 1 of Exhibit D: Lots 50' frontage and more (at the build line).

50' ROW, 33' paving section FOC to FOC

Parking permitted both sides of street.

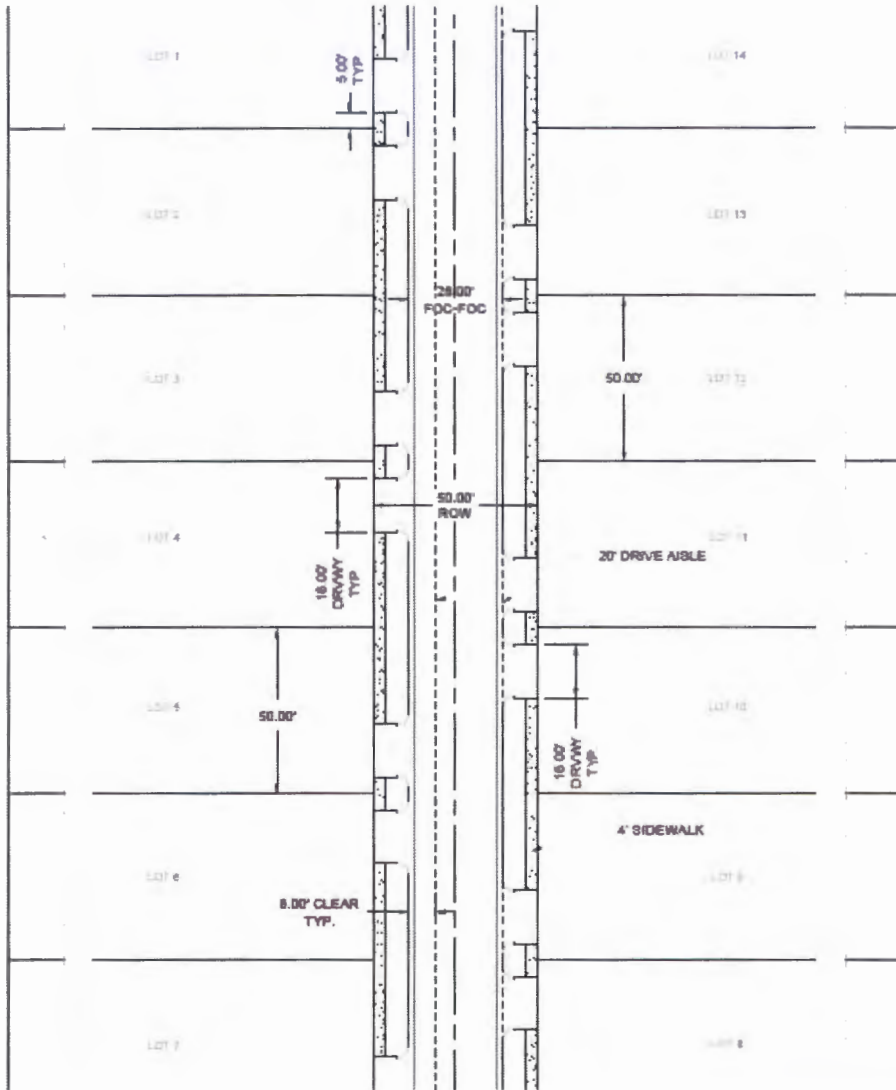


NOTE:
50' AND WIDER LOTS WILL BE ATTACHED GARAGE HOMES. THIS STREETSCAPE WILL GENERALLY APPLY TO ALL LOTS 50' AND WIDER.

EXHIBIT D-3

(Page 2 of 4)

Alternative "B" Neighborhood Streets (Selected Areas)
 Part 2 of Exhibit D: Lots 50' frontage and more (at the build line).
 50' ROW, 28' Paving Section FOC to FOC
Parking permitted one side of street only.



- NOTE:
- 1) 50' AND WIDER LOTS WILL BE ATTACHED GARAGE HOMES. THIS STREETScape WILL GENERALLY APPLY TO ALL LOTS 50' AND WIDER.
 - 2) PARKING ON ONE SIDE ONLY.

DULIM CREEK NORTH (PHASE 2)

R

EXHIBIT D-3

(Page 3 of 4)

Alternative "C" Neighborhood Streets (Selected Areas)

Part 3 of **Exhibit D**: Lots 49' frontage and less (at the build line).

Parking permitted both sides within parking "pockets"

50' ROW, 20' Paving Section FOC to FOC

Shared driveways permitted.

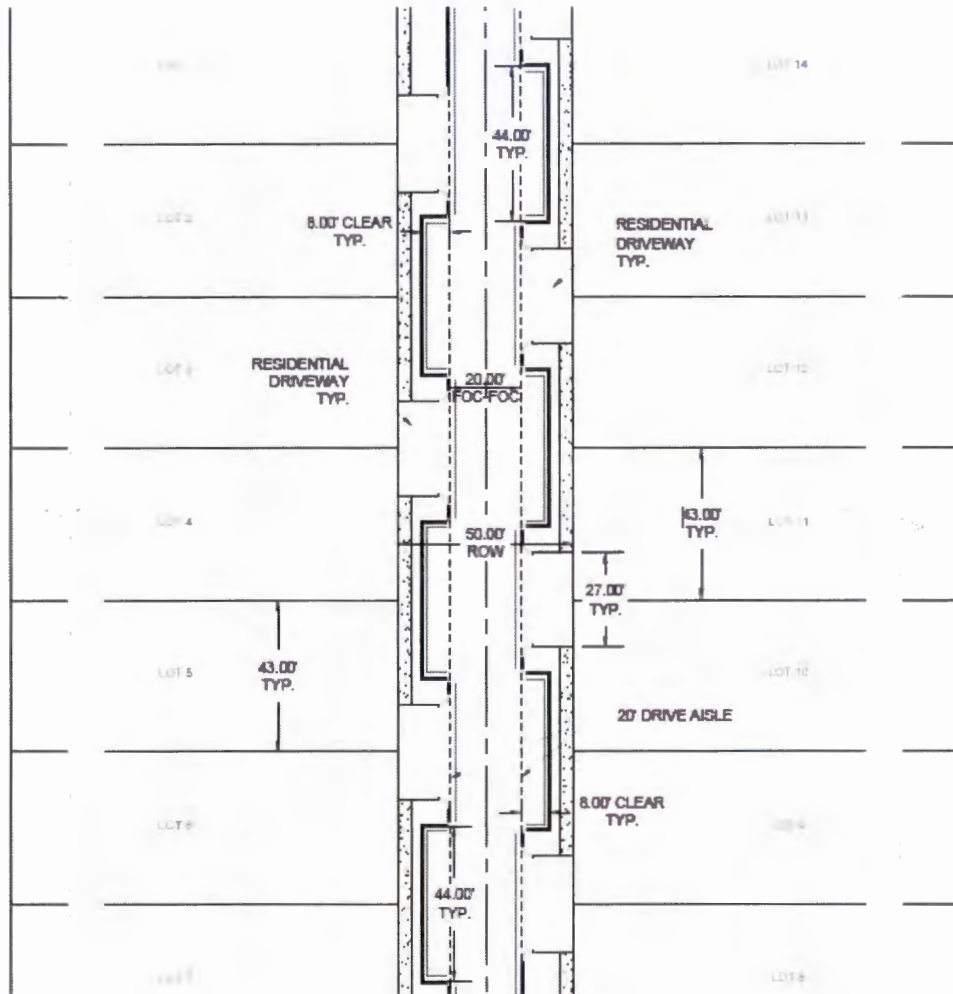


EXHIBIT D-3

(Page 4 of 4)

Alternative "D" Neighborhood Streets (Selected Areas)
Part 4 of **Exhibit D**: Lots 49' frontage and less (at the build line).
Parking permitted both sides at curb or within parking "pockets"
Shared driveways permitted.

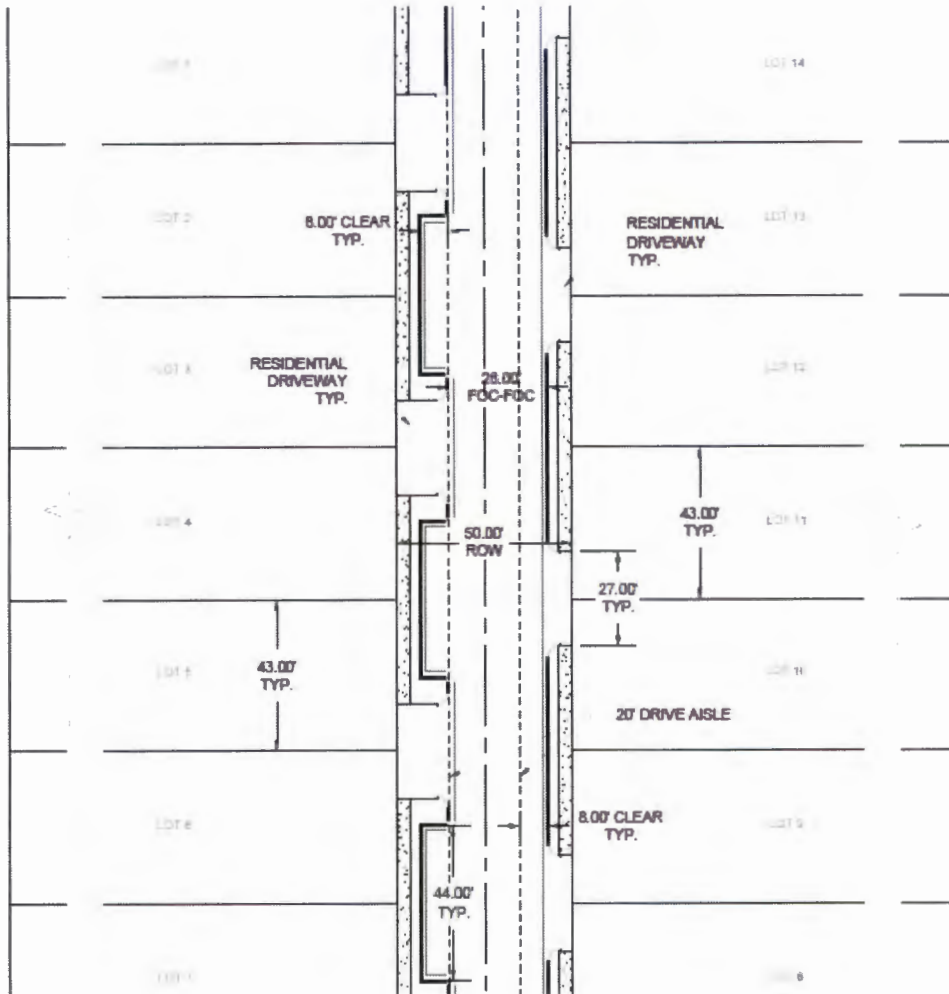
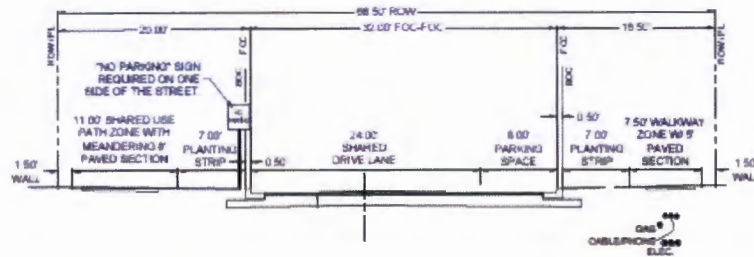


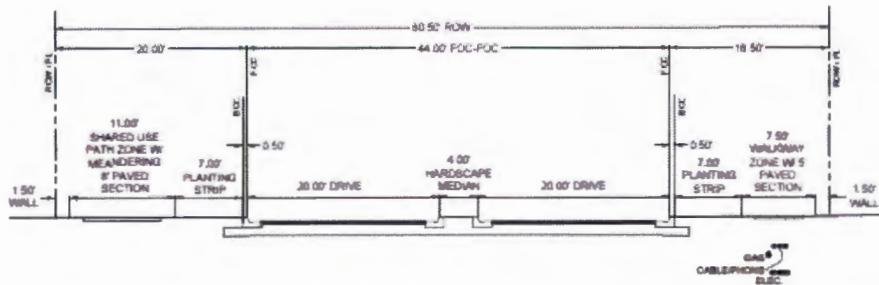
EXHIBIT E (Page 1 of 1)

To EXHIBIT B of ADDENDUM NUMBER FIVE to the
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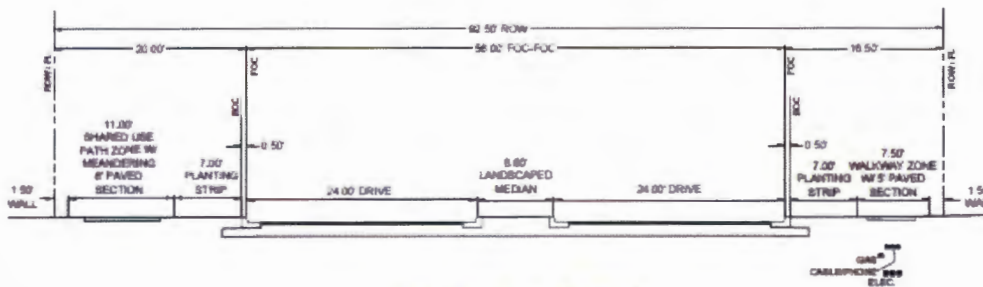
Collector Road Design Criteria



COLLECTOR A - UNDIVIDED
68.5' ROW - 32' F-F
TYPICAL STREET SECTION



COLLECTOR B - DIVIDED
80.5' ROW - 44' F-F
TYPICAL STREET SECTION



COLLECTOR C - DIVIDED
92.5' ROW - 56' F-F
TYPICAL STREET SECTION

NOTES: 1. Dry utility locations are conceptual. Locations will change as civil construction plans are finalized. 2. Wet utility locations are not shown. Generally, they will be located beneath the road sections. 3. At the locations where Collectors B and C intersect with major surrounding roadways and Uptown, the sections will be widened to accommodate entry features and/or signage. 4. "Purple pipe" will be located along all Collector ROW's.

R

Exhibit F
(Page 1 of 4)

Plum Creek North Sign Standards

I. General.

All sign requirements for the Subdivision shall be as described herein and may be supplemented by covenants recorded from time to time by the Developer as development continues. The requirements described herein as they apply to the signs described in Section II below shall take precedence over any HOA or Developer-enforced covenants. As to the requirements described herein, the enforcement, interpretation and approval of the signage described herein shall be through the PCNDC. The HOA may regulate signage in the Subdivision other than the signage described in this Exhibit. Any reference to the Plum Creek Architectural Review Committee (PCARC) in any existing documents will not apply to the Subdivision.

II. Definitions.

“Enhanced Entry Feature Sign”: The location of this sign type is located as illustrated on Exhibit D-2. It is intended to identify the Subdivision entries and will be characterized by expressing the distinctive qualities and/or features of the residential community. Compatibility with entry markers into adjacent Uptown Kyle at the access points indicated on Exhibit D-2 is essential.

“Neighborhood Entry Sign”. A neighborhood sign serves as a placemaking sign feature marking entry(ies) to the proposed five neighborhoods as depicted on Exhibit D-2. This sign type may also identify neighborhood features such as parks, schools or amenities.

“Street Sign”: A sign designating streets or roadways.

“Logo”. A logo is a distinctive graphic, stylized name, distinctive symbol, emblem or mark used in design features and signs. A Logo shall be created by the Designer and such Logo shall appear on all signage types listed in this Definitions section.

“Directional or Wayfinding Signs”: Signs used throughout the Subdivision that direct pedestrians, motor vehicles or other forms of transportation to locations within or outside the Subdivision.

III. Detail

Enhanced Entry Feature Signs must be constructed of stone, brick, architectural metal and/or other low maintenance material(s). Such signs may be placed on both sides of a street and will be considered as one coherent sign feature.

An entire Enhanced Entry Feature Sign monument may not exceed twelve (12) feet in height or fifteen (15) feet if integrated into sculpture, work of art, monument wall, or other enhanced feature.

Unless permitted through a license agreement with the jurisdiction having authority over the right of way, the sign must be located outside the street right-of-way. No sign may obstruct the visibility of vehicle ingress/egress from surrounding streets and/or properties.

Exhibit F

(Page 2 of 4)

“Dark Sky” compatible lighting is permitted. Neon or fluorescent lighting is prohibited except if used as backlighting to sign graphics.

Neighborhood Entry Signs must be constructed of stone, brick, architectural metal and/or other low maintenance material(s). Neighborhood signs may be placed on both sides of a street and will be considered as one coherent sign feature.

Unless permitted through a license agreement with the jurisdiction having authority over the right of way, the sign must be located outside the street right-of-way. A neighborhood sign may be located within in a Collector Road roundabout right-of-way or neighborhood entry street right-of-way, provided the sign is constructed in a manner that does not obstruct the visibility of vehicle ingress/egress from surrounding streets and/or properties.

Street Signs: These signs shall comply with the dimensional and construction requirements of City of Kyle street sign standards. The color and copy of the sign shall be consistent with the current City of Kyle street signs standards. However, the Plum Creek North Logo may be included on the sign in lieu of the currently-utilized City logo.

“Directional or Wayfinding Signs”: Directional or wayfinding signs may be temporary or permanent. These signs shall not exceed 32 square feet of total sign area on each side. Both sides of the sign may contain signage. Directional or wayfinding signs may be located within in a Collector Road roundabout right-of-way provided a license agreement is obtained. Directional or Wayfinding Signs may be permitted in other locations within a right-of-way through a license agreement with the jurisdiction having authority over the right of way.

Setbacks. Signs shall be offset from a property line. A sign installed in compliance with this exhibit is not required to meet building setback requirements. Signs must be located in a manner that do not obstruct the visibility of vehicle ingress/egress from surrounding streets and/or properties and meet street intersection sight triangle visibility requirements. *Flagpoles and flags*. Flags on signs are permitted if temporary (primarily for marketing or celebratory purposes) and must be maintained in good condition. Patriotic flags of the United States of America and the State of Texas are permitted at any time so long as they are maintained in good condition.

Sign category. For purposes of City of Kyle sign classifications, all signage described in this exhibit is considered a single-family residential sign category. Signs for civic uses are exempt from sign regulations contained herein.

“Dark Sky” compatible lighting is permitted. Neon or fluorescent lighting is prohibited in residential areas except if used as backlighting within sign graphics.

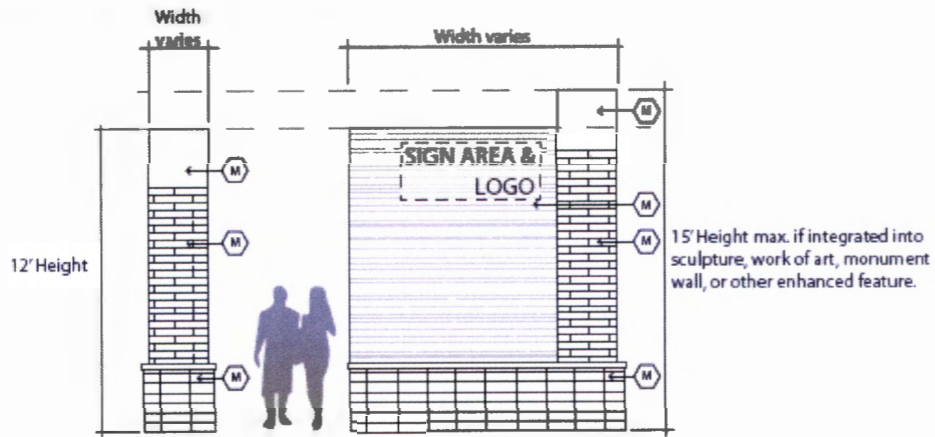
Temporary marketing signs are permitted while the Developer is building and selling homes within the Subdivision.

Exhibit F
(Page 3 of 4)

The Developer will utilize the services of TBG Partners (the “*Designer*”) for the signage designs referenced herein. In the event that TBG Partners is unable to complete such work, the Developer and the Kyle City Manager will agree on a satisfactory replacement design firm.

Visual depictions of the requirements contained herein are on the following page(s). Such depictions of the Enhanced Entry Feature Signs, Street signs and Neighborhood Entry Signs are representative examples that show the intent of the requirements. Actual designs, dimensions and use of material may vary.

PCN Enhanced Entry Feature Signs - Visual Depiction



(M) Materials must be constructed of stone, brick, architectural metal and/or other low maintenance material(s).

Neighborhood Sign - Visual Depiction



(M) Materials must be constructed of stone, brick, architectural metal and/or other low maintenance material(s).

Street Sign - Visual Depiction



Handwritten mark