

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:

City Manager
City of Wylie
300 Country Club Road
Wylie, Texas 75098

DEVELOPMENT AGREEMENT (Pending Annexation)
(Vecina Subdivision)

THIS **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and among the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality ("City") and **WYLIE 33 LLC**, a Texas limited liability company ("Owner"), on the terms and conditions hereinafter set forth. City and Owner are individually and collectively referred to herein, respectively, as "Party" or "Parties."

WHEREAS, Owner represents and warrants that it is the sole owner of that certain tract of land consisting of 47.97 acres, situated in the Aaron West Survey, Abstract No. A0979, Tract Nos. 38, 39, 40, and 41, and the Geckler Addition, Lot 1, Block A, Collin County, Texas, within the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Owner intends to develop the Property as a planned development known as the "Vecina Subdivision," as illustrated in Exhibit B and Exhibit C; and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement for property that is currently located in the ETJ of the City; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties desire to agree on the matters set forth in this Agreement pursuant to and in accordance with Section 212.172 of the Texas Local Government Code, and pursuant to Chapter 43, Subchapter C-3, Texas Local Government Code; and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property under the provisions of Subchapter C-3, Chapter 43, Texas Local Government Code, and within ten (10) calendar days of the Effective Date of this Agreement, Owner shall submit an annexation application ("Annexation Application"), on a form approved by City and bearing all costs associated therewith, voluntarily requesting the City Council annex the Property in accordance with Section 212.0671 of the Texas Local Government Code, and said Annexation Application shall include any and all documents, signatures and/or other information required by Texas law and/or City's ordinances, rules and regulations, as they exist, may be amended or in the future arising, and upon the request of the City, Owner shall

promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law; and

WHEREAS, after submission of a complete Annexation Application by Owner, City Staff will place the Annexation Applications on a future City Council agenda for its consideration and possible action, in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, which if approved will annex the Property into the corporate limits of the City after the City completes all applicable procedures and public hearing(s) required by Texas law ("Annexation Ordinance"); and

WHEREAS, in consideration of the City Council's consideration and possible approval of the Annexation Ordinance, Owner, in accordance with the provisions of Section 212.172 of the Texas Local Government Code, hereby agrees that from the Effective Date of this Agreement until such time as the Annexation Ordinance and Zoning Ordinance Amendment (hereinafter defined) are approved and become effective in accordance with the City Charter and applicable law, the Property shall be developed in accordance with the Zoning Ordinance and any and all other ordinances, rules, codes, regulations and requirements of the City, as they exist, may be amended or in the future arising (collectively, "Regulations"), and that the City is entitled to enforce the Regulations the same as if the Property was located wholly within the corporate limits of City; and

WHEREAS, provided the City Council adopts the Annexation Ordinance, Owner shall, within ten (10) calendar days of the City Council's adoption of the Annexation Ordinance, submit a zoning application in accordance with Exhibit B and Exhibit C ("Zoning Application"), on a form approved by City and bearing all costs associated therewith, requesting the City Council amend the Zoning Ordinance for the purpose of including the Property in the Zoning Ordinance and providing additional development standards, and said Zoning Application shall include any and all documents, signatures and/or other information required by City's ordinances, rules and regulations, as they exist, may be amended or in the future arising; and

WHEREAS, after submission of the Zoning Application, City Staff will place the Zoning Application on a future Planning and Zoning Commission ("P&Z") agenda for its consideration and possible action; and

WHEREAS, after P&Z provides its recommendation to the City Council regarding the Zoning Application, City Staff will place the Zoning Application on a future City Council agenda for its consideration and possible action, which if approved, will include the Property in an ordinance amending the Zoning Ordinance ("Zoning Ordinance Amendment"); and

WHEREAS, Owner agrees that City has complied with Section 43.004 of the Texas Local Government Code in that City has provided Owner with the written disclosure described by Section 212.172(b-1) of the Texas Local Government Code; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement according to the terms and

conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City Council Approval.** The Parties acknowledge and agree that Owner must submit a fully executed original copy of this Agreement to the City Planner, or their designee ("City Planner"), on or before April 8, 2025. Owner acknowledges and agrees that this Agreement is strictly contingent on and shall not be effective until the City Council's consideration and approval and the attendant authorization of the City Manager to execute the same (collectively, "City Council Approval").
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Owner represents and warrants that he is the sole owner of the Property.
3. **Annexation/Enforcement/Waiver and Release/Term.**
 - (a) It is specifically understood and agreed among the Parties that the Property is outside the City's corporate limits and that the City has not identified the Property in its annexation plan, if such a plan exists. However, it is understood and agreed that Owner, at his or its sole cost and expense, shall be required to construct and/or install any and all required public improvements necessary to connect the Property to the existing City improvements and to serve the Property. It is further understood and agreed that Owner, at its sole cost and expense, shall be required to construct the portion of Alanis Drive as illustrated in Exhibit B. Owner acknowledges and agrees that this Agreement constitutes an agreement to petition for annexation of the Property with the consent of the owner thereof in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code. Owner acknowledges and agrees that the Property is eligible for annexation under Subchapter C-3, Chapter 43 of the Texas Local Government Code.
 - (b) Within ten (10) calendar days of the Effective Date of this Agreement, Owner shall submit the Annexation Application, requesting the City Council to voluntarily annex the Property, and shall execute and deliver to City an Annexation Service Plan Agreement on the form required by City. Upon the request of the City, Owner shall promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law. Owner represents and warrants that there are no other parties in possession of any portion of the Property and that there will be no other parties in possession of any portion of the Property at the time the Annexation Application is submitted to the City. City Staff shall diligently process the Annexation Application in accordance with the Regulations and applicable state law, and Owner hereby acknowledges and agrees that City makes no warranties and/or guarantees with regard to the outcome of the Annexation Application. Owners shall bear all of the costs associated with the Annexation Application.

- (c) After submission of the Annexation Application, should City Council fail to consider and take final action regarding the Annexation Ordinance or should a vote on such ordinance fail within thirty (30) days of the date the complete Annexation Application is submitted, Owner may, at its sole discretion, terminate this Agreement and this Agreement shall thereafter be of no force and effect. Upon written request by Owner, the City shall execute a notice of such termination in recordable form.
- (d) Owner acknowledges and agrees that this Agreement meets the requirement set forth in Section 43.016 of the Texas Local Government Code, if applicable, and that no further action shall be required of the City to the Owner under Section 43.016 of the Texas Local Government Code, if applicable.
- (e) In consideration of the City Council's consideration and possible approval of the Annexation Ordinance, and in accordance with the provisions of Section 212.172 of the Texas Local Government Code, Owner hereby acknowledges and agrees that from the Effective Date of this Agreement until such time as the Annexation Ordinance and Zoning Ordinance Amendment are approved and become effective in accordance with the City Charter and applicable law, the Property shall be used and developed in accordance with the Regulations, including but not limited to the Subdivision Ordinance, the Zoning Ordinance and all building and fire codes. During such time period, the City shall be entitled to enforce the Regulations in the same manner as if the Property was located wholly within the corporate limits of the City. During such time period, Owner further agrees that, subject to the terms of this Agreement, (i) no Owner shall construct or permit the construction of any buildings on the Property until the part or parcel of the Property has been properly subdivided, annexed into and permanently zoned by the City; (ii) no Owner may request final approval of any type of plat or other development document for any part or parcel of the Property with the County, the City or otherwise until such part or parcel of the Property has been properly annexed into the City; and (iii) no Owner may obtain permits and inspections from the City without having to pay all related fees to the City. Should the City Council fail or refuse to approve the Zoning Ordinance Amendment, the Parties acknowledge and agree that either Party may, in its sole discretion, terminate this Agreement and/or disannex the Property, if the Annexation Ordinance was adopted by the City Council.
- (f) Should the City Council fail or refuse to approve the Annexation Ordinance as contemplated in this Agreement or in the event the Property is not otherwise annexed earlier, whether voluntarily or involuntarily, the City and Owner acknowledge and agree that this Agreement shall continue in full force and effect for forty-five (45) years from the Effective Date of this Agreement ("45-year term") with regard to the Property, provided that this Agreement is not otherwise terminated in accordance with the provisions herein. If the Annexation Ordinance is not approved, but the Property is annexed, whether voluntarily or involuntarily, prior to the expiration of the 45-year term, the parties acknowledge and agree that

the City may initiate an amendment to the Zoning Ordinance to include the Property within the Zoning Ordinance, and Owner shall not protest or otherwise challenge said initiation and consideration of the amendment to the Zoning Ordinance, provided the amendment to the Zoning Ordinance complies with the Development Standards (hereinafter defined).

4. **Zoning Application.**

- (a) Provided the City Council adopts the Annexation Ordinance, Owner, if necessary, shall, within ten (10) calendar days of the City Council's adoption of the Annexation Ordinance, submit the Zoning Application, requesting the City Council to amend the Zoning Ordinance for the sole purpose of including the Property in the Zoning Ordinance. City Staff shall diligently process the Zoning Application through the Planning and Zoning Commission and City Council in accordance with the Regulations and applicable state law, as amended. Owner, if applicable, shall bear all of the costs incurred in connection with the Zoning Application, and Owner hereby acknowledges and agrees that the City makes no warranties or guarantees with regard to the outcome of the Zoning Application.
- (b) The Parties agree that, if the Zoning Ordinance Amendment is approved by City Council, the Property shall be developed pursuant to the Zoning Exhibit attached hereto as Exhibit B and the Development Standards attached hereto as Exhibit C. The Parties acknowledge and agree that this Agreement does not in any way guarantee that the City Council will grant the particular zoning requested in the Zoning Application or otherwise and that the City and its City Council members, Planning and Zoning Commission members, officers, employees and agents shall have no liability under this Agreement or otherwise should the City Council deny the particular zoning requested in the zoning application or otherwise.

5. **Permits.**

- (a) Except as expressly provided in this Agreement, Owner acknowledges and agrees that before any building, development or any other permit will be issued by the City for the development of the Property, Owner must obtain the City Council's approval and adoption of the Zoning Ordinance Amendment.
- (b) Should the City Council fail or refuse to approve the Annexation Ordinance or the Zoning Ordinance Amendment, the Parties acknowledge and agree that either Party may, in its sole discretion terminate this Agreement and/or disannex the Property, if the Annexation Ordinance was adopted by the City Council.
- (c) **OWNER HEREBY WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTIONS THE CITY ELECTS TO TAKE UNDER THIS SECTION, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY**

OWNER PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY, PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Default/Waiver and Release.

- (a) If Owner fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to City's other rights and remedies, to:
 - (i) refuse to issue building permits for the Property, or any portion thereof, and/or the Development; and/or
 - (ii) refuse to approve any engineering plans for the Property, or any portion thereof, and/or the Development; and/or
 - (iii) disannex the Property. **IN THIS CONNECTION, OWNER WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTION TAKEN BY IT TO DISANNEX THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ACTION RELATED TO THE RECOVERY OF REAL PROPERTY TAXES PAID BY OWNER, TAKINGS, ILLEGAL EXACTION OR INVERSE CONDEMNATION CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY, PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT;** and/or
 - (iv) seek specific performance of this Agreement.
- (b) In the event City fails to comply with the terms and conditions of this Agreement, Owner shall have the following remedies, as its sole and exclusive remedies:
 - (i) disannex the Property; and/or
 - (ii) seek specific performance of this Agreement,

provided, however, that Owner hereby waives and agrees not to demand or request any refunds of the amount of money collected by City in property taxes and fees from landowners within any portion of the Property during the period that the Property was a part of the Wylie city limits or any other refund, notwithstanding anything to the contrary in applicable state law. In no event shall City be liable to Owner or any other owner or inhabitant of the Property for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

7. **Covenant Running with the Land; Expiration.**

- (a) This Agreement shall be a covenant running with the land and Property and shall be binding on Owner and their respective successors and assigns. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released automatically provided that the following occurs: (i) the Annexation Ordinance is approved by the City Council as contemplated in this Agreement; and (ii) the Zoning Ordinance Amendment is approved by the City Council as contemplated in this Agreement; provided, however, that should the Annexation Ordinance not be approved by the City Council as contemplated in this Agreement, this Agreement shall not be released as to the Property, unless otherwise expressly agreed upon in writing by the City and Owner.
- (b) Even if the Annexation Ordinance and Zoning Ordinance Amendment are not approved by the City Council as contemplated in this Agreement, and the City Council expressly allows the development of the Property to commence in accordance with the Zoning Ordinance and the Regulations, as evidenced by the platting of the Property as a whole and the approval of the engineering and construction plans and permit to commence construction of the development of the Property, the obligations herein that burden the Property shall be released automatically as to each lot therein which is conveyed subsequent to the: (i) engineering inspection fees and any other applicable development or impact fees as set forth in any of the Regulations being tendered to the City; (ii) completed as-built plans related to the Property being tendered to the City; (iii) final acceptance of the public improvements construction within the Property by the City; and (iv) final plat for the Property being reviewed, approved and executed by City and filed in the Real Property Records of Collin County, Texas. Any third party, including any title company, grantee or lien holder, shall be entitled to rely on the immediately preceding sentence to establish whether such termination has occurred with respect to any applicable tract or lot.

8. **Representations of Owner.** Owner represents and warrants to the City that as of the Effective Date of this Agreement, Owner has good and indefeasible fee simple title to the Property, free of any liens, security interests, exceptions, conditions, mineral reservations or leases or encumbrances, that could in any way extinguish the City's priority lien on the Property.

9. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the matters expressly set forth herein. The Regulations covering property taxes, utility rates, permit fees, inspection fees, development fees, impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further this Agreement does not waive or limit any of the obligations of Owner to City under any of the Regulations.

10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. Landowner acknowledges and agrees that this Agreement

does not confer vested rights on the Property and does not provide to Wylie “fair notice” of any “project” as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a “permit” or an application for a “permit” as defined in Chapter 245 of the Texas Local Government Code. **TO THE EXTENT NOT IN CONFLICT WITH THE LAWS OF THE STATE OF TEXAS, OWNER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT, PROVIDED SUCH ACTUAL OR POTENTIAL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY AND PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Condemnation Procedures/Rights Waiver.** AS ADDITIONAL CONSIDERATION FOR THE BENEFITS OWNER IS RECEIVING UNDER THIS AGREEMENT, OWNER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS TAKEN IN ACCORDANCE WITH THIS AGREEMENT, PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT.

12. **Miscellaneous Provisions.**

- a. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of City and the authorized representative of Owner.
- b. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the Parties hereto.
- c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via electronic mail, with documentation evidencing the addressee’s receipt thereof, or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Wylie
Attn: City Manager
300 Country Club Road
Wylie, Texas 75098
Telephone: (972) 516-6000
Email: brent.parker@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: [REDACTED]

If to Owner, addressed to them at:

WYLIE 33 LLC
Attn: Chris Swanson
P.O. Box 2590
Wylie, Texas 75098
Email: chris@firststephomes.com

- d. **Attorney's Fees.** In any legal proceeding brought to enforce any term of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees and expenses from the non-prevailing party/parties as permitted by Section 271.153 of the Texas Local Government Code, as applicable.
- e. **Warranties/Representations.** All warranties, representations and covenants made by a Party to any other Party in this Agreement, or in any certificate or other instrument delivered by a Party to any other Party under this Agreement, shall be considered to have been relied upon by the receiving Party.
- f. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.
- g. **Governing Law/Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- h. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

1. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.
- J. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
- k. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
1. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- m. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- n. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not, in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.
- o. **Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
- p. **Disclosure Provided.** In accordance with Section 43.004 of the Texas Local Government Code, City hereby discloses to Owner the following: (a) Owner is not required to enter into this Agreement; (b) City is entitled to annex the Property in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government

Code; (c) City's annexation of the Property will be as described in this Agreement, subject to applicable law; (d) annexation of the Property requires the Owner's consent, as set forth in this Agreement; and (e) City waives immunity from suit for the purpose of adjudicating a claim for breach of this Agreement.

- q. **Reference to Owner.** When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Owner is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.
- r. **Reference to City.** When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
- s. **Survival of Covenants.** Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- t. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY:

CITY OF WYLIE, TEXAS
a home-rule municipality

By: _____

Brent Parker, City Manager

Date: _____

STATE OF TEXAS

§
§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, City Manager of the City of Wylie, Texas.

Notary Public, State of Texas

OWNER:

WYLIE 33 LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, in his capacity as _____ of WYLIE 33 LLC,
a Texas limited liability company, as property owner.

Notary Public, State of Texas

Exhibit A
Legal Description of the Property

Being a 47.97 acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, Texas, being all of Lot 1, Block A of Geckler Addition, a subdivision of record in Volume 2015, Page 219 of the Plat Records of Collin County, Texas, also being all of a called 1.00 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2024000159522 of the Official Public Records of Collin County, Texas, also being a portion of a called 14.2871 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000133364 of said Official Public Records, and being all of a called 18.9418 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000095993 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of a called 10.723 acre tract of land conveyed to Veritas Community Lutheran Church Academy by deed of record in Document Number 20210719001449460 of said Official Public Records, and being the westernmost northwest corner of said Lot 1;

THENCE, leaving the east right-of-way line of Farm-To-Market Road 544, along the east line of said 10.723 acre tract, being the common west line of said Lot 1, the following five (5) courses and distances:

S89°11'57"E, a distance of 40.40 feet to a 5/8 inch iron rod found;

N35°42'41"E, a distance of 138.60 feet to a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 5430" found;

N42°42'42"E, a distance of 588.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N21°11'38"E, a distance of 140.67 feet to a wood fence corner post found;

N20°17'32"E, a distance of 360.92 feet to a mag nail set in Wheelis Road, being in the south line of a right-of-way dedication of record in Lake Trails of Bozman Farm, a subdivision of record in Cabinet P, Page 565 of said Plat Records, being the northeast corner of said 10.723 acre tract, and being the northernmost northwest corner of said Lot 1;

THENCE, S89°34'17"E, along Wheelis Road, along the south line of said right-of-way dedication of record, being the common north line of said Lot 1, a distance of 193.35

feet to a mag nail set in the west line of said 14.2871 acre tract, being the northernmost northeast corner of said Lot 1 and the southeast corner of said right-of-way dedication of record;

THENCE, S00°18'55"W, along the east line of said Lot 1, being the common west line of said 14.2871 acre tract, a distance of 19.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost southwest corner of said 14.2871 acre tract, being the northwest corner of said 18.9418 acre tract;

THENCE, N89°42'55"E, leaving the east line of said Lot 1, along the westernmost south line of said 14.2871 acre tract, being the common westernmost north line of said 18.9418 acre tract, a distance of 30.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northeast corner of said 18.9418 acre tract, being an interior ell corner of said 14.2871 acre tract;

THENCE, S00°18'55"W, along the northernmost east line of said 18.9418 acre tract, being the common southernmost west line of said 14.2871 acre tract, a distance of 314.92 feet to a 60D nail found at the northwest corner of a called 0.995 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006505 of said Official Public Records, being a southwest corner of said 14.2871 acre tract;

THENCE, S00°47'34"W, continuing along the northernmost east line of said 18.9418 acre tract, being the common west line of said 0.995 acre tract, a distance of 110.51 feet to a point from which a 60D nail found bears N47°57'48"E, a distance of 0.55 feet, being the southwest corner of said 0.995 acre tract, and being an interior ell corner of said 18.9418 acre tract;

THENCE, N88°34'14"E, along the southernmost north line of said 18.9418 acre tract, in part being the common south line of said 0.995 acre tract, and in part being the common south lines of two called 1.00 acre tracts of land conveyed as Tract 1 and Tract 2 to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006502 of said Official Public Records, a distance of 1,188.89 feet to a 1/2 inch iron rod found at the southernmost southwest corner of said 14.2871 acre tract, being the southeast corner of said Tract 2 to Bates Commercial Properties, LLC;

THENCE, N01°35'27"W, along the southernmost west line of said 14.2871 acre tract and the common east line of said Tract 2 to Bates Commercial Properties, LLC, passing at a distance of 110.35 feet a 5/8 inch iron rod found at the northeast corner of said Tract 2 to Bates Commercial Properties, LLC, being an interior ell corner of said 14.2871 acre tract, and continuing on said course over and across said 14.2871 acre tract a total distance of 124.52 feet to a 1/2 inch iron rod with green plastic cap stamped

"EAGLE SURVEYING" set in the south line of a called 1.500 acre tract of land conveyed to Maria G. Campusano and Alejo Campusano by deed of record in Document Number 20081224001450510 of said Official Public Records;

THENCE, N88°34'05"E, along the south line of said 1.500 acre tract, a distance of 121.51 feet to a metal fence post found at the southeast corner of said 1.500 acre tract;

THENCE, N02°43'33"W, along the east line of said 1.500 acre tract, a distance of 195.57 feet to a metal fence post found at the northeast corner of said 1.500 acre tract;

THENCE, N82°14'40"W, in part along the north line of said 1.500 acre tract and in part along the north line of a called 8.00 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006503 of said Official Public Records, a distance of 1,019.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northwest corner of said 8.00 acre tract;

THENCE, along the irregular west line of said 8.00 acre tract, the following two (2) courses and distances:

S03°07'20"W, a distance of 139.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

S73°54'20"W, a distance of 151.36 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost northwest corner of said 8.00 acre tract, being the northeast corner of a called 0.505 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006504 of said Official Public Records, and being the southeast corner of a tract of land conveyed to Jader Zapata and Evelyn Zapata by deed of record in Document Number 20080721000828180 of said Official Public Records;

THENCE, N04°06'10"W, along the east line of said Zapata tract, a distance of 141.00 feet to a wood fence post found at the northeast corner of said Zapata tract;

THENCE, S89°30'05"W, along the north line of said Zapata tract, a distance of 103.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said Zapata tract;

THENCE, over and across said 14.2871 acre tract, the following two (2) courses and distances:

N39°35'25"W, a distance of 28.66 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N80°43'17"W, a distance of 28.66 feet to an "X" cut set in the northernmost west line of said 14.2871 acre tract, being the northeast corner of said right-of-way dedication of record in Lake Trails of Bozman Farm, and being the southeast corner of Lot 45 of said Block A of Lake Trails of Bozman Farm;

THENCE, N02°27'15"E, along the west line of said 14.2871 acre tract, being the common east lines of Lots 45 and 44 of said Block A of Lake Trails of Bozman Farm, a distance of 173.44 feet to a 5/8 inch iron rod found at the southwest corner of said 1.00 acre tract, being the westernmost northwest corner of said 14.2871 acre tract;

THENCE, N02°07'04"E, along the west line of said 1.00 acre tract, being the common east lines of Lots 44 and 43 of said Block A of Lake Trails of Bozman Farm, a distance of 109.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest

corner of said 1.00 acre tract, being the southwest corner of Lot 40 of said Block A of Lake Trails of Bozman Farm;

THENCE, S89°05'19"E, along the south lines of Lot 40 thru 21 of said Block A of Lake Trails of Bozman Farm, in part being the common north line of said 1.00 acre tract, and in part being the common north line of said 14.2871 acre tract, a distance of 1,578.94 feet to a 5/8 inch iron rod found at the northeast corner of said 14.2871 acre tract, being the southeast corner of said Lot 21, also being the southwest corner of Lot 14 of said Block A of Lake Trails of Bozman Farm, and being the northwest corner of a called 29.615 acre tract of land conveyed to Bozman Farm Estates Master Association, Inc. by deed of record in Document Number 20210624001281250 of said Official Public Records;

THENCE, along the west line of said 29.615 acre tract, in part being the common east line of said 14.2871 acre tract, and in part being the common east line of said 18.9418 acre tract, the following two (2) courses and distances:

S00°57'37"E, a distance of 693.12 feet to a 1/2 inch iron rod found at the southeast corner of said 14.2871 acre tract and the northeast corner of said 18.9418 acre tract;

S00°04'16"E, a distance of 546.73 feet to a 3/8 inch iron rod found in the north line of a called 14.85 acre tract of land conveyed to Muhammad Moin Farooqi by deed of record in Document Number 20150401000362990 of said Official Public Records, being the southwest corner of said 29.615 acre tract, and being the southeast corner of said 18.9418 acre tract;

THENCE, along the irregular south line of said 18.9418 acre tract, in part being the common north line of said 14.85 acre tract, and in part being the common east, north,

and west lines of a tract of land conveyed to Veta Lowayne Vaughn by deed of record in Document Number 20180411000444470 of said Official Public Records, the following four (4) courses and distances:

N88°20'57"W, a distance of 182.78 feet to a 3/8 inch iron rod found in the east line of said Vaughn tract, being the northwest corner of said 14.85 acre tract, and being an exterior ell corner of said 18.9418 acre tract;

N04°36'19"W, a distance of 11.70 feet to a 5/8 inch iron rod found at the northeast corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

N89°22'17"W, a distance of 1,211.35 feet to a 3/8 inch iron rod found at the northwest corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

S01°01'51"E, a distance of 12.14 feet to a 3/8 inch iron rod found at the easternmost northeast corner of said Lot 1, being an exterior ell corner of said 18.9418 acre tract;

THENCE, S00°09'51"E, continuing along the west line of said Vaughn tract, being the common east line of said Lot 1, a distance of 207.41 feet to a 5/8 inch iron rod found at the northeast

corner of Lot 2, Block A of Liberty Private School Addition, a subdivision of record in Volume 2021, Page 705 of said Plat Records, being the southeast corner of said Lot 1;

THENCE, N89°46'49"W, leaving the west line of said Vaughn tract, along the south line of said Lot 1, being the common north lines of Lots 2 and 1R of said Block A of Liberty Private School Addition, a distance of 1,091.28 feet to a point in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of said Lot 1, from which a 1/2 inch iron rod with red plastic cap stamped "PJB" found bears N82°05'18"W, a distance of 0.72 feet;

THENCE, N03°55'24"W, along the east right-of-way line of Farm-To-Market Road 544, being the common west line of said Lot 1, a distance of 124.69 feet to the **POINT OF BEGINNING**, and containing an area of 47.97 acres (2,089,462 square feet) of land, more or less.

Exhibit B Zoning Exhibit

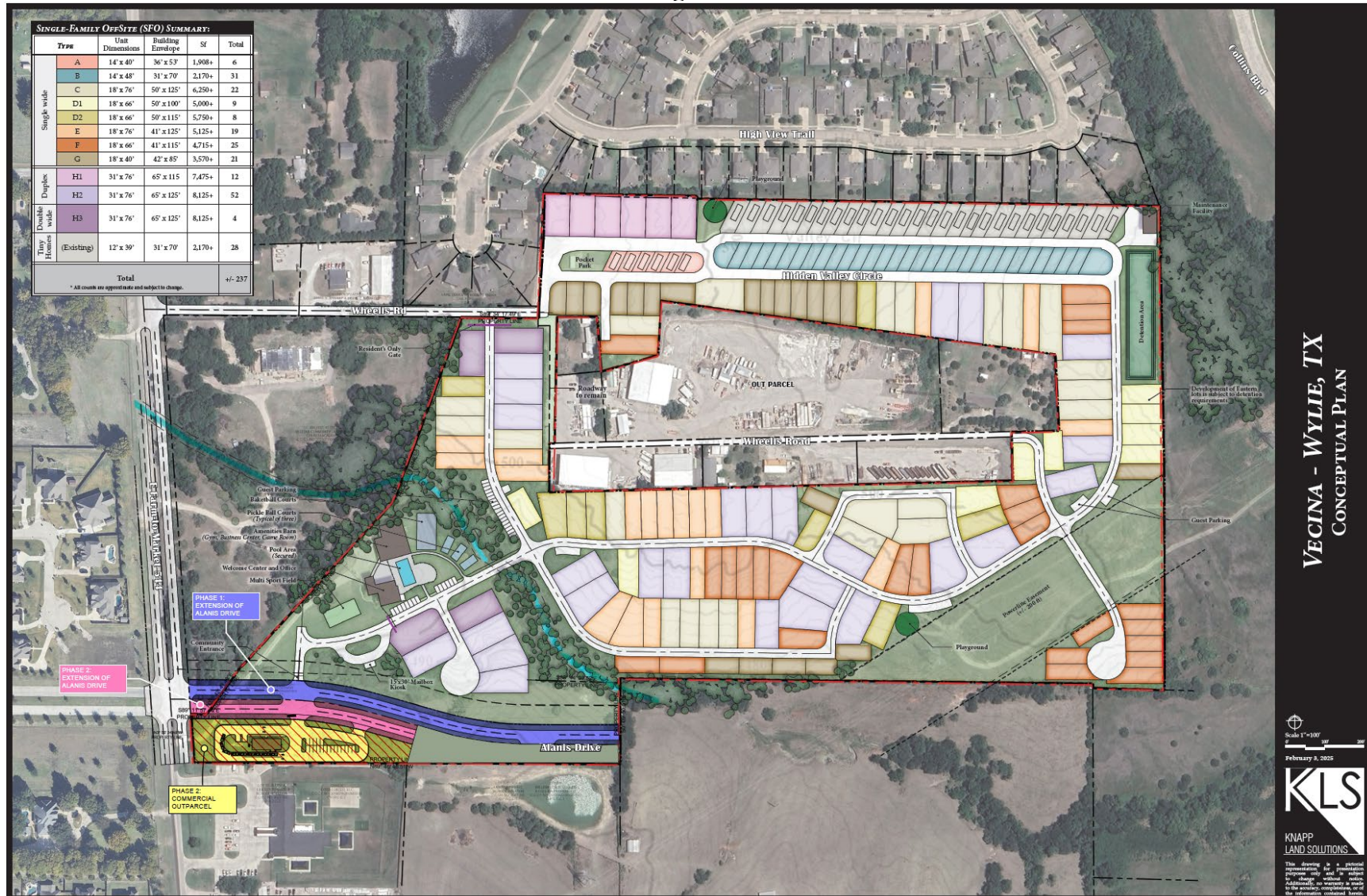


Exhibit C
Development Standards

VECINA PLANNED DEVELOPMENT

I. PURPOSE.

The purpose of this planned development district (the “Vecina Planned Development District”) is to create a development consisting of a single-lot, master planned residential Community that will feature high-quality manufactured housing and amenities, and a single Community Retail development.

The construction of the homes in the residential Community will allow for consistent and repeatable fabrication, while offering accessible homeownership within a meticulously planned Community. Residents of this Community will benefit from a secure, gated Community that is lifestyle-centric and features luxury amenities.

For purposes of this planned development district, the development and design standards of this Ordinance shall not affect any regulations within the Code of Ordinances or the Zoning Ordinance, as of March 2025, except as specifically provided herein.

II. EXHIBITS AND PROCEDURE.

- A. Conceptual Plan. Use and development of the property shall comply with the conceptual plan (attached hereto as “Exhibit A”).
- B. Minor Modification. The City Planner or the City Planners’ designee shall have the authority to administratively approve minor modifications to the Conceptual Plan if the modification is necessary to accommodate the site design or architectural requirements of the development. A minor modification is a change that is generally consistent with the overall site design, provided that such change will not cause any substantial or material change in traffic circulation, safety, drainage and utilities, external effects on adjacent properties such as noise, heat, light, glare, or vibration, or any change as listed in Section 8.1.D.2 of the City of Wylie Zoning Ordinance. The City Planner may, at his or her discretion and for any reason, elect to present the modifications or amendments to the Planning and Zoning Commission and City Council for consideration and approval.

III. DEFINITIONS.

- A. **COMMERCIAL OUTPARCEL** means the area designated on the Conceptual Plan and designed for commercial development providing shopper and consumer goods or retail and personal services. The Community retail area is intended to support surrounding residential neighborhoods.

- B. **HABITAT GARDEN** means any planting areas that are native or native adaptive species to North Texas with low water or very low water consumption characteristics with the intention of attracting or providing habitat for bees, birds, butterflies, or other pollinators or a combination thereof.
- C. **MANUFACTURED HOME or MANUFACTURED HOUSING** means a type of single-family or duplex home that is factory assembled or otherwise constructed offsite without permanent foundations and includes skirting that is anchored in accordance with the standards established by the Texas Department of Housing and Community Affairs (THDCA), including any vents, screens and/or openings necessary for utility and mechanical system hookups. This definition includes the terms HUD-Code manufactured home, mobile home, and park model RV, and collectively means and refers to both and shall include one or more International Standards Organization (ISO) shipping containers.
- D. **MANUFACTURED HOME COMMUNITY ("MH COMMUNITY")** means a unified residential development of manufactured homes located on manufactured home lots, which are arranged on a tract of land under single or common ownership.
- E. **MANUFACTURED HOME LOT ("MH LOT")** means a plot of ground within a MH Community which is designed to accommodate one single-family or duplex manufactured home, or one park model RV. MH Lots shall be improved to provide adequate support for the placement of the manufactured home, thereby securing the structure against uplifting, sliding, rotation, and overturning due to frost action, inadequate drainage, vibration or other forces acting on the structure.
- F. **HUD-CODE MANUFACTURED HOME** means a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on-site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems. The term does not include a recreational vehicle as that term is defined by 24 C.F.R. § 3282.8(g).
- G. **PARK MODEL RECREATIONAL VEHICLE ("PARK MODEL RV")** means a manufactured home designed as living quarters built on a single chassis and is 400 square feet or less when measuring internal habitable area. A park model RV must be skirted and secured to lot in similar fashion as a manufactured home. This definition does not include standard recreational vehicles primarily designed for temporary or seasonal use.

IV. USES.

A. Permitted uses.

1. The MH Community is limited to the following uses:

- Amateur Communication Tower
- Caretakers Quarters/Domestic or Security Unit
- Church/House of Worship
- Group Home
- Local Utilities
- Manufactured Home Community
- Manufactured Home or Manufactured Housing
- Manufactured Home Park
- Mobile Vendor, Fresh Market
- Model Manufactured Home
- Neighborhood Park or Playground
- Occasional Sale/Garage Sale
- Park-Model Recreational Vehicles
- School (public or private) Elementary
- School (public or private) Secondary
- Swimming Pool (private)
- Telecommunications Tower
- Transit Passenger Shelter
- Utility or Government Installation other than listed
- Accessory Community Center (Private)
- Accessory Game Court (Private)
- Accessory Outside Sales

2. The Commercial Outparcel is limited to the following uses:

- Any use permitted in the Community Retail District (“CR”) in the Wylie Code of Ordinances
- Restaurant with Drive-in or Drive-through Service
- Financial Institution (with drive-thru)

V. MH COMMUNITY DEVELOPMENT AND DESIGN STANDARDS.

A. Yard and lot dimensions.

Manufactured Home Community	
Lot Coverage.	

Setbacks.	Minimum 10 feet from any property line. When adjoining a public street, minimum 50 feet.
Height.	Maximum 35 feet.
Density.	<p>Maximum 210 MH Lots.</p> <p><i>No more than 15% of the total MH Lots may be Park Model RV Lots.</i></p> <p><i>No more than 20% of the total MH Lots may be Small Lots.</i></p> <p><i>No more than 23% of the total MH Lots may be Duplex Lots.</i></p>
Manufactured Home Lots	
Park Model RV	
Lot Width.	Minimum 30 feet.
Lot Depth.	Minimum 65 feet.
Front Yard.	Minimum 15 feet.
Side Yard.	Minimum 5 feet.
Rear Yard.	Minimum 20 feet.
Small Lot	
Lot Width.	Minimum 30 feet.
Lot Depth.	Minimum 70 feet.
Front Yard.	Minimum 4 feet.
Side Yard.	Minimum 2 feet.
Rear Yard.	None.
Standard	
Lot Width.	Minimum 40 feet.
Lot Depth.	Minimum 100 feet.
Front Yard.	Minimum 25 feet.

Side Yard.	Minimum 7 feet.
Rear Yard.	Minimum 5 feet.
Double	
Lot Width.	Minimum 65 feet.
Lot Depth.	Minimum 115 feet.
Front Yard.	Minimum 25 feet.
Side Yard.	Minimum 7 feet.
Rear Yard.	Minimum 10 feet.
Duplex	
Lot Width.	Minimum 65 feet.
Lot Depth.	Minimum 115 feet.
Front Yard.	Minimum 25 feet.
Side Yard.	Minimum 15 feet.
Rear Yard.	Minimum 10 feet.
General Standards	
<ol style="list-style-type: none"> 1. For angled lots, lot width shall be measured along the curb and lot depth shall be measured along the angled lot line. 2. A minimum of 10 feet spacing shall be provided between manufactured homes or park model RV homes. For MH Lots that abut on the rear side, spacing distance shall be measured from the rear façade. For angled lots, spacing distance shall be measured along the angled lot line. 3. Non-enclosed attached patio covers, although an addition to and part of the main structure, shall be exempt from the setback requirements above. Patio covers shall be allowed to extend into the setbacks no closer than 10 feet from the rear property line provided maximum lot coverage is not exceeded. 4. A lot containing an amenity building shall comply with the yard and lot dimensions for a standard MH Lot. 5. For purposes of residential adjacency and proximity, an MH Community shall be considered a residential district, and the residential adjacency and proximity standards do not apply to an MH Community. 	

B. Parking.

1. *Required parking.*

i. *Manufactured home.*

- a. For an MH Lot that is less than or equal to 2,800 square feet in land area, a minimum of 1.5 off-street parking spaces shall be required per MH Lot.
- b. For an MH Lot that is greater than 2,800 square feet, a minimum of 2 off-street parking spaces shall be required per MH Lot.

ii. *Guest parking.* A minimum of 0.25 off-street parking space per MH Lot shall be required. Guest parking shall be located within the MH Community.

2. *Parking standards.*

- i. On-street parking is prohibited.
- ii. Off-street parking may be located within setbacks and may be tandem.
- iii. Handicapped parking shall be provided at the rate of one space for each dwelling unit that is designed for occupancy by the handicapped. Driveways may be used to satisfy handicapped parking requirements, provided sufficient space is available to satisfy the minimal design requirements. Handicapped parking shall also be provided for an amenity building and shall be constructed in accordance with the standard ADA requirements.
- iv. Excess parking is permitted.
- v. Curb and gutter and/or parking stops shall only be required for an amenity building or dedicated guest parking areas. Curb and gutter and/or parking stops shall not be required for manufactured home driveways on MH Lots.
- vi. Covered parking shall be permitted, but not required. Covered parking shall be designed in a manner that will enhance the appearance of the MH Community and constructed to meet applicable IBC requirements. Covered parking shall be permitted within the required setbacks.

C. Storage facility standards.

1. Storage facilities with a minimum capacity of 500 cubic feet per lot may be provided on each MH Lot greater than 2,800 square or in a designated area located within 100 feet of each MH Lot.
2. Where provided, storage facilities shall be designed in a manner that will enhance the appearance of the MH Community and shall be constructed in a similar manner as the manufactured home.

D. Design standards.

1. Recreational areas and amenities.

- i. A minimum of five (5) of the following amenities shall be provided in the amenity:
 - a. Swimming pool
 - b. Gym or fitness facility
 - c. Co-working space
 - d. Outdoor cooking area
 - e. Game court or field
 - f. Child play area
 - g. Dog park
 - h. Water fountain feature (as part of a retention pond)
 - i. Splash pad
 - j. Outdoor picnic pavilion
 - k. Pool cabanas
- ii. Community buildings and Community use facilities, including those areas that operate the MH Community amenities, may be included in computing the area of recreational facilities. However, vehicle parking areas shall not be used in such computation.
- iii. When a child play area is provided, it shall be protected from traffic, thoroughfares, and parking areas.
- iv. All recreation areas and amenities shall be:
 - a. Maintained in a sanitary condition and free of safety hazards; and
 - b. For the exclusive use of the residents of an MH Community and their guests.

2. Community and pedestrian safety.

- i. A minimum four-foot wide sidewalk must be provided on at least one (1) side of a proposed private street or proposed internal drive. Sidewalk shall be permitted within the required setbacks.
- ii. Pedestrian street lighting poles with a minimum of 0.2 foot-candles must be provided along all private streets or interior roadways, with the exception of visibility triangles and vehicular drives, with the center foundation of the light pole located two (2) to three (3) feet from the back of curb. Spacing of pedestrian street lighting poles may be adjusted to achieve optimal photometric performance.
- iii. Motor vehicle entrances and exits shall be designed to City of Wylie standards, per the Design Manual, from adjacent public streets and onto internal streets.
- iv. A controlled-access gate shall be provided at each point of ingress and egress to the MH Community. Said gates shall be reviewed and approved by the City of Wylie's Fire Prevention Office (Fire Marshall).
- v. Private streets shall be privately owned, built and maintained, and shall be designed to City of Wylie standards for safe and convenient access to all spaces and to facilities for common use of park residents. All proposed private streets shall have concrete curbs and guttering set to City standards.
- vi. Newly constructed private streets, internal drives, or driveways designed or intended to provide access to two (2) or more areas within the MH Community shall have a minimum pavement width of 24 feet with no on-street parking and shall remain unobstructed for vehicular access at all times.
- vii. Dead-end streets shall be limited in length to 600 feet and shall be provided at the closed end with a turnaround requirement per the City of Wylie Fire Prevention Office.

E. Architectural elements.

- 1. All manufactured homes, including any additional rooms in any dwellings, such as enclosed porches, etc., shall be set on a solid slab structure or pier and beam foundation.
- 2. Duplication of building profile between any two adjacent houses fronting the same right-of-way is prohibited unless sufficient differentiation is provided, with the following requirements being the minimum conditions for differentiation:

- i. Duplication is prohibited among any group of three (3) houses;
 - ii. Any houses located on corner lots whose side yards each parallel the same intersecting street and are less than one block apart; and
 - iii. Any two or more houses which face across a street from each other.
3. Skirting material may include brick, stone, fiber cement siding, or LP Smart-Panel siding. Vinyl and aluminum skirting is prohibited.

VI. COMMERCIAL OUTPARCEL DEVELOPMENT STANDARDS.

Use and development of the Commercial Outparcel shall comply with the development standards applicable to the Community Retail District (“CR”) of the City of Wylie Code of Ordinances.

VII. LANDSCAPING, FENCING & SCREENING.

A. MH Community. Landscaping, fencing, and screening within an MH Community shall be provided, subject to the following:

- 1. A minimum of 10% of the gross land area of the MH Community shall be provide as landscaped area, which may include recreational facilities, amenity areas, scenic and/or usable areas within an easement.
- 2. Landscaped areas shall include features such as pocket parks, habitat gardens, walking trails, gazebos, benches, trash receptacles, or similar pedestrian amenities.
- 3. At time of occupancy, each MH Lot over 2,800 square feet shall have either one (1) three-inch caliper tree and shrubs totaling 15 gallons or shrubs totaling 25 gallons, provided a minimum of 50% of the MH Lots have at least one (1) three-inch caliper tree.
- 4. Security fencing shall be provided along public right of way areas from the manufactured homes and amenities.
- 5. Security fencing a minimum of four (4) feet in height shall be provided around any pool amenity.
- 6. Garbage dumpsters shall be screened from view on Alanis Drive.
- 7. Existing fencing along the northern property line shall be permitted to remain and shall be maintained in a state of good repair.

- B. Commercial Outparcel. Landscaping, fencing, and screening on the Commercial Outparcel shall be provided in accordance with the City of Wylie Code of Ordinances.

VIII. SIGNS.

- A. MH Community. Signage in an MH Community is permitted per Chapter 22, Article XX of the City of Wylie Code of Ordinances, subject to the following amendments:

1. One identifying sign shall be permitted at each major entrance to the MH Community, with no more than three signs total, and such signs shall be subject to the following provisions:
 - i. Each sign shall contain only the identifying name of the MH Community and its street address.
 - ii. Signs may be illuminated but the source of light shall not be visible and shall not be intermittent or flashing; revolving signs shall not be permitted.
 - iii. Signs shall be designed as monument signs with the top of the sign no more than eight feet above grade.
 - iv. Each sign may be double-faced and shall be limited to a maximum area of 115 square feet per sign face.
2. Temporary signs are permitted in accordance with Chapter 22, Article XX of the City of Wylie Code of Ordinances.

- B. Commercial Outparcel. Signage on the Commercial Outparcel shall be provided in accordance with Chapter 22, Article XX of the City of Wylie Code of Ordinances.