

**AFTER RECORDING RETURN TO:**

City Secretary  
City of McKinney  
P.O. Box 517  
McKinney, TX 75070

**SECOND AMENDMENT TO HONEY CREEK ANNEXATION, SERVICE PLAN  
UNDER TEXAS LOCAL GOVERNMENT CODE SECTION 43.056, AND  
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO HONEY CREEK ANNEXATION, SERVICE PLAN UNDER TEXAS LOCAL GOVERNMENT CODE SECTION 43.056, AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and executed effective as of August 5, 2025 (the “Effective Date”), by and between the CITY OF MCKINNEY, TEXAS (the “City”), a home-rule municipality of the State of Texas located within Collin County, MCKINNEY RANCH, LTD., a Texas limited partnership (“McKinney Ranch”), HONEY CREEK INVESTMENTS, LLC, a Texas limited liability company (“Honey Creek”), and BARCELONA 93, LTD., a Texas limited partnership (“Barcelona” and collectively with McKinney Ranch and Honey Creek, the “Honey Creek Owners”), the Honey Creek Municipal Management District No. 1 of Collin County (the “District”) and the Estate of Tom B. Wilson (the “Annexing Owner”). The City, Honey Creek Owners, the District and the Annexing Owner are sometimes individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, on October 1, 2024, the City, and the Honey Creek Owners entered into that certain Honey Creek Annexation and Development Agreement, as amended by that certain First Amendment to Development Agreement, effective as of May 21, 2025, between the City and the Honey Creek Owners (the “Honey Creek Development Agreement”); and

WHEREAS, the District has joined as a party to the Honey Creek Development Agreement pursuant to a Joinder Agreement executed by the District, effective as of April 24, 2025; and

WHEREAS, certain capitalized terms not defined herein are as defined in the Honey Creek Development Agreement; and

WHEREAS, the Annexing Owner is the owner of approximately 136.040 acres of land located within the corporate limits of the City, as described by metes and bounds on Exhibit A attached hereto (the “Additional Land” or the “Annexed Area”, used interchangeably); and

WHEREAS, pursuant to Section 5.4 of the Honey Creek Development Agreement, the Parties desire to add the Additional Land to the boundaries of the District and to make the Additional Land subject to the terms of the Honey Creek Development Agreement, in its entirety, as set forth in this Agreement; and

WHEREAS, on August 5, 2025, after consideration of a petition filed by the Annexing Owner, the City Council approved Resolution No. 2025-10-\_\_\_\_ consenting to the inclusion of the Additional Land in the District.

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

1. The Annexing Owner acknowledges and confirms that it has received a copy of the Honey Creek Development Agreement and the schedules and exhibits thereto.

2. Municipal services shall be provided by the City to the Annexed Area upon its annexation into the corporate limits, in accordance with the following provisions and Texas Local Government Code § 43.065. To the extent of any conflict between this Section 2 and the Honey Creek Development Agreement, the Honey Creek Development Agreement shall control.

A. POLICE PROTECTION:

- i. Police personnel and equipment from the McKinney Police Department shall be provided to the Annexed Area on the effective date of the annexation ordinance.
- ii. Police protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever is applicable.

B. FIRE PROTECTION:

- i. Fire protection and Emergency Medical Services (EMS) from the McKinney Fire Department shall be provided to the Annexed Area on the effective date of the annexation ordinance.
- ii. Fire protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever is applicable.

C. FIRE PREVENTION:

The services of the City of McKinney Fire Marshal shall be provided to the Annexed Area upon the effective date of the annexation ordinance.

D. SOLID WASTE COLLECTION:

- i. Solid waste collection shall be provided to the Annexed Area upon the effective date of the annexation ordinance.
- ii. Solid waste collection services shall be provided at a level of service at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar

to those contemplated or projected in the Annexed Area, whichever may be applicable.

- iii. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling. Residential customers may utilize the North Texas Municipal Water District - McKinney Landfill in accordance with City ordinances.

E. WATER SERVICE:

- i. For portions of the Annexed Area within the City's certificate of convenience and necessity (CCN), the City shall provide water services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
- ii. The responsibility for construction of the infrastructure by the Honey Creek Owners is described, in part at least, in the Honey Creek Development Agreement.
- iii. For portions of the Annexed Area within the City of McKinney's certificate of convenience and necessity (CCN), the City shall allow the provision of extensions of water facilities to the Annexed Area on the effective date of the annexation ordinance. Such extensions shall be in accordance with Section 110-1 through 110-165 of the Code of Ordinances, City of McKinney, and as amended.
- iv. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City ordinance.
- v. For portions of the Annexed Area within the City's certificate of convenience and necessity (CCN), water services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
- vi. Water mains installed or improved to City standards within the Annexed Area which are part of the City water system and are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City upon the effective date of the annexation ordinance.
- vii. Maintenance of private lines will be the responsibility of the owner or occupant.
- viii. Where other water districts provide water service, the development shall still meet the City's standards for the sizing and construction of utilities.

F. SANITARY SEWER SERVICE:

- i. The City shall provide sewer services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
- ii. The City shall allow the provision of extensions of sanitary sewer facilities to the Annexed Area upon the effective date of the annexation ordinance. Such extensions shall be in accordance with Section 110-1 through 110-165 of the Code of Ordinances, City of McKinney, and as amended.
- iii. Connection to existing city sanitary sewer mains for sewage service will be provided in accordance with existing City Policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City Ordinances.
- iv. Sanitary sewer services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.
- v. Sanitary sewer mains and lift stations installed or improved to City Standards within the Annexed Area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City upon the effective date of the annexation ordinance.

G. STREETS:

- i. Emergency street maintenance shall be provided for publicly dedicated streets or roads within the Annexed Area upon the effective date of the annexation ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
- ii. Street services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

H. PARKS AND RECREATION:

- i. The City shall provide parks and recreation services to this Annexed Area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City requires developers to construct

hike/bike trails in keeping with the Parks Master Plan. Additionally, new developments shall satisfy the parkland dedication requirements that call for land conveyance or fees in lieu of land conveyance for park.

- ii. Residents within the Annexed Area may utilize all existing park and recreation facilities upon the effective date of the annexation ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- iii. Additional park and recreation facilities shall be constructed based on Park policies defined in the ONE McKinney 2040 Comprehensive Plan as amended, and the Parks Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current city limits and residents from the Annexed Area.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

- i. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within the Annexed Area upon the effective date of this annexation ordinance.
- ii. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City Codes and Ordinances will be provided within the Annexed Area upon the effective date of the annexation ordinance.
- iii. The City shall provide the level of Environmental Health and Code Enforcement Services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the Annexed Area, whichever may be applicable.

J. PLANNING AND ZONING:

These areas are zoned in conjunction with the annexation pursuant to the Comprehensive Zoning Ordinance # 1270, as codified and amended in Chapter 146 of the Code of Ordinances, City of McKinney, Texas. The Future Land Use Plan or "Land Use Diagram" adopted with the ONE McKinney 2040 Comprehensive Plan as amended will serve as a guide for consideration of future zoning requests.

K. MISCELLANEOUS:

Any city owned facility, building, or service located within the Annexed Area shall be operated and maintained by the City upon the effective date of the annexation ordinance.

L. CAPITAL IMPROVEMENTS PROGRAM

The Annexed Area is immediately eligible for Capital Improvements Program consideration upon its annexation.

- M. Other municipal services for areas not specifically listed in Sections A-M shall be provided to the Annexed Area no later than two and one-half years after the effective date of the annexation, unless certain services cannot reasonably be provided within two and one-half years. In such case, the City shall propose a schedule for providing certain services, and the schedule shall provide for the provision of full municipal services to the Annexed Area no later than four and one-half years after the effective date of the annexation.

3. The Annexing Owner hereby acknowledges, agrees, and confirms that, by its execution of this Agreement, the Annexing Owner shall automatically be deemed to be a Party to the Honey Creek Development Agreement, and shall have all of the rights and obligations of the Honey Creek Owners with regard to the Additional Land described in **Exhibit A** attached hereto as if the Annexing Owner had originally executed the Honey Creek Development Agreement. The term "Property" in the Honey Creek Development Agreement shall include the Additional Land. The Annexing Owner hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Honey Creek Development Agreement to the same effect as if Annexing Owner were an original Party thereto.

4. **Exhibit D** and **Exhibit G**, attached hereto and made a part of this Agreement, shall amend and replace Exhibit D and Exhibit G, respectively, of the Honey Creek Development Agreement, as amended, for all purposes, and it shall govern the obligations of the Additional Land after the Effective Date.

5. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Collin County, Texas.

6. State Law Verifications.

6.1. Anti-Boycott Verification. The Honey Creek Owners and the Annexing Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with

a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Honey Creek Owners and the Annexing Owner each understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Honey Creek Owners or the Annexing Owner, as applicable, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.1 shall survive termination of the Agreement until the statute of limitations has run.

6.2. Verification under Chapter 2252, Texas Government Code. Each of the Honey Creek Owners and the Annexing Owner hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Honey Creek Owners and the Annexing Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each of the Honey Creek Owners and the Annexing Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Honey Creek Owners or the Annexing Owner, as applicable, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.2 shall survive termination of the Agreement until the statute of limitations has run.

6.3. No Discrimination Against Energy Companies. The Honey Creek Owners and the Annexing Owner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Each of the Honey Creek Owners and the Annexing Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Honey Creek Owners or the Annexing Owner and exists to make a profit. Notwithstanding anything contained herein, the

representations and covenants contained in this Section 6.3 shall survive termination of the Agreement until the statute of limitations has run.

6.4. No Discrimination Against Firearm Entities and Firearm Trade Associations. Each of the Honey Creek Owners and the Annexing Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Honey Creek Owners and the Annexing Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Honey Creek Owners or the Annexing Owner, as applicable, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.4 shall survive termination of the Agreement until the statute of limitations has run.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

[Signature page to follow.]

AGREED TO AND EXECUTED by the Honey Creek Owners, the District, the Annexing Owner, and the City to be effective as of the "Effective Date".

**CITY OF MCKINNEY, TEXAS**

By: \_\_\_\_\_  
Name: Paul G. Grimes  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Empress Drane  
Title: City Secretary

STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN     §

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by Paul G. Grimes, City Manager of the City of McKinney, Texas on behalf of said city.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**ESTATE OF TOM B. WILSON**

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

Name: Tom B. Wilson, Jr.

Title: Independent Co-Executor

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

Name: David W. Wilson

Title: Independent Co-Executor

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

Name: Susan Wilson Sanders

Title: Independent Co-Executor

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by Tom B. Wilson, Jr., Independent Co-Executor of the Estate of Tom B. Wilson, on behalf of said Estate.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by David W. Wilson, Independent Co-Executor of the Estate of Tom B. Wilson, on behalf of said Estate.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on \_\_\_\_\_, 2025 by Susan Wilson Sanders, Independent Co-Executor of the Estate of Tom B. Wilson, on behalf of said Estate.

[SEAL]

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Notary Public, State of Texas

**MCKINNEY RANCH, LTD.**  
a Texas limited partnership

By: Creu Property Corp.,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, \_\_\_\_\_ of Creu Property Corp., a Texas  
corporation, general partner of McKinney Ranch, Ltd., a Texas limited partnership, on behalf of  
said entity.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**BARCELONA 93, LTD.**  
a Texas limited partnership

By: Barsa Property Corp.,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of Barsa Property Corp., a Texas corporation, general partner of Barcelona 93, Ltd., a Texas limited partnership, on behalf of said entity.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**HONEY CREEK INVESTMENTS, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN    §

      This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, \_\_\_\_\_ of Honey Creek Investments,  
LLC, a Texas limited liability company, on behalf of said entity.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**HONEY CREEK MUNICIPAL  
MANAGEMENT DISTRICT NO. 1 OF  
COLLIN COUNTY**

By: \_\_\_\_\_  
Its: President, Board of Directors

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_, President of the Board of Directors of the Honey Creek Municipal  
Management District No. 1 of Collin County, on behalf of said district.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION OF THE ADDITIONAL LAND**

**BEING** a tract of land situated in the Meredith Hart Survey, Abstract No. 371, Collin County, Texas, and being all of a called 135.992 acre tract of land described in a deed as Tract 1-D, as recorded in Volume 935, Page 598 of the Land Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod found for the northwest corner of said Tract 1-D, common to the southwest corner of Lot 3R, Block A of Luxe Addition, Block A, Lot 3R, according to the plat thereof recorded in Volume 2023, Page 351 of the Plat Records of Collin County, Texas, being on the easterly line of Shaded Tree, Phase 2, according to the plat thereof recorded in Volume 2024, Page 611 of the Plat Records of Collin County, Texas;

**THENCE** South 87°04'26" East, departing the easterly line of said Shaded Tree, Phase 2, along the northerly line of said Tract 1-D and the southerly line of said Lot 3R, a distance of 2,681.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Tract 1-D, common to the southerly southeast corner of said Lot 3R, being on the westerly line of a called 30.164 acre tract of land described in a deed to James A. Augspurger, as recorded in Instrument No. 2001-0105673 of the Land Records of Collin County, Texas;

**THENCE** South 00°44'51" West, along the easterly line of said Tract 1-D and along the westerly line of said 30.164 acre tract, a distance of 868.80 feet to a 1/2 inch iron rod found for the southwest corner of said 30.164 acre tract, common to the northwest corner of a called 43.416 acre tract of land described in a deed to Arch Resorts, LLC, as recorded in Instrument No. 20140910000982880 of the Official Public Records of Collin County, Texas;

**THENCE** South 00°58'50" West, continuing along the easterly line of said Tract 1-D and along the westerly line of said 43.416 acre tract, a distance of 1,272.23 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said Tract 1-D, common to the northeast corner of a called 153.125 acre tract of land described in a deed as Tract 14, as recorded in Instrument No. 20210708001376610 of the Official Public Records of Collin County, Texas;

**THENCE** North 87°04'43" West, departing the westerly line of said 43.416 acre tract, along the southerly line of said Tract 1-D and the northerly line of said Tract 14, a distance of 2,956.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Tract 1-D, common to the northwest corner of said Tract 14;

**THENCE** North 02°48'24" East, along the westerly line of said Tract 1-D, a distance of 191.60 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

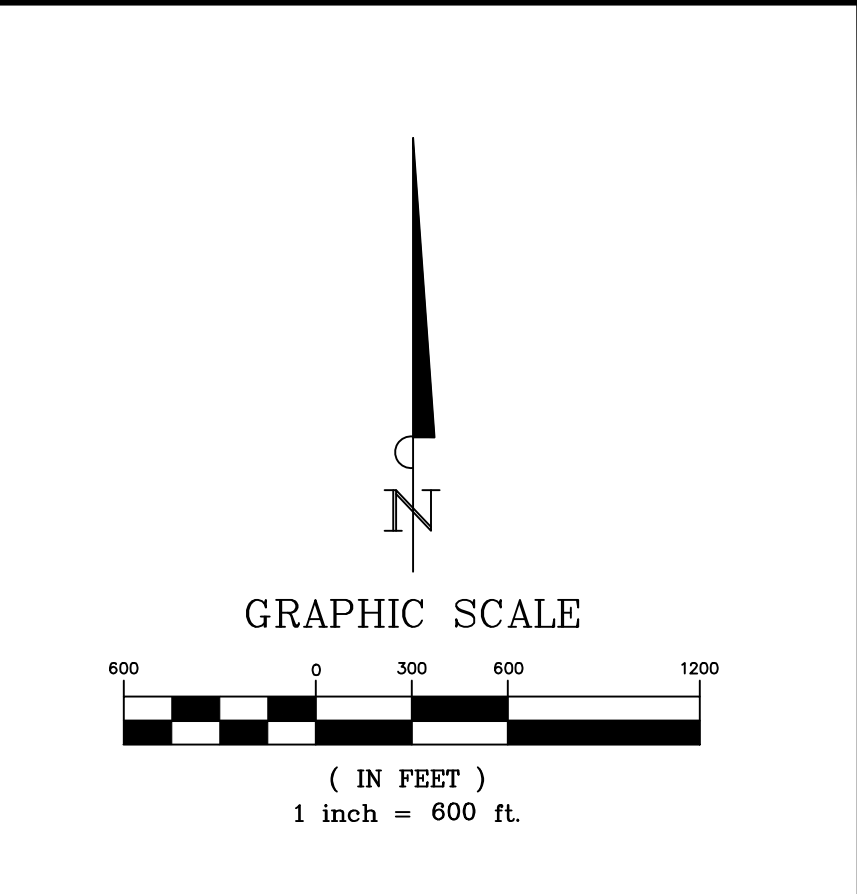
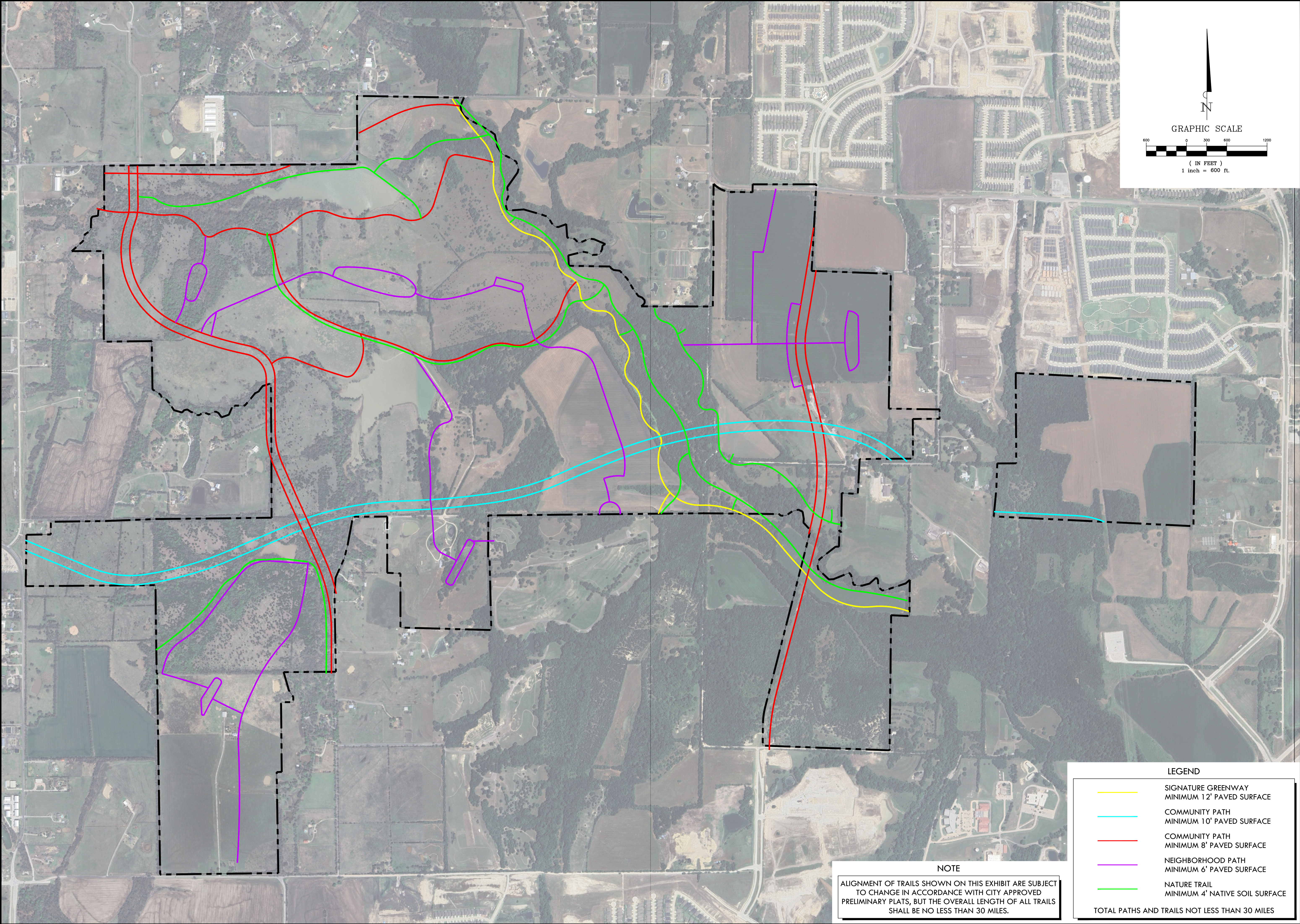
**THENCE** North 03°09'24" East, continuing along the westerly line of said Tract 1-D, a distance of 584.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southerly northwest corner of said Tract 1-D;

**THENCE** North 89°07'55" East, along the northerly line of said Tract 1-D, passing at a distance of 225.73 feet the southwest corner of aforesaid Shaded Tree, Phase 2, being in the centerline of a creek, and continuing along the same course and along the southerly line of said Shaded Tree, Phase 2, for a total distance of 271.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Tract 1-D, common to the southeast corner of said Shaded Tree, Phase 2, from which, a 1/2 inch iron rod with plastic cap stamped "GEER 4117" found for witness bears North 51°30' West, 0.57 feet;

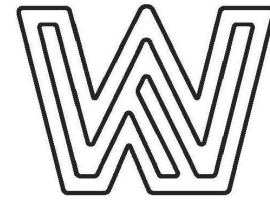
**THENCE** North 00°14'16" West, along the westerly line of said Tract 1-D and along the easterly line of said Shaded Tree, Phase 2, a distance of 1,348.06 feet to the **POINT OF BEGINNING** and containing 136.040 acres (5,925,886 square feet) of land, more or less.

**EXHIBIT D**

**EXHIBIT D (TRAILS PLAN) OF THE HONEY CREEK ANNEXATION AND  
DEVELOPMENT AGREEMENT**



WILD LAND  
DEVELOPMENT  
CONSULTING  
3899 Maple Ave, Suite 300  
Dallas, TX 75219  
Tel 972.742.8545  
Certificate of Registration No. F-18512



THIS  
DRAWING IS TO  
BE  
USED FOR  
EXHIBIT  
PURPOSES  
ONLY

WILDWOOD

EXHIBIT D

Project Number  
01002-001

Date: 4/25/23

EXHIBIT

LEGEND

-  SIGNATURE GREENWAY  
MINIMUM 12' PAVED SURFACE
  -  COMMUNITY PATH  
MINIMUM 10' PAVED SURFACE
  -  COMMUNITY PATH  
MINIMUM 8' PAVED SURFACE
  -  NEIGHBORHOOD PATH  
MINIMUM 6' PAVED SURFACE
  -  NATURE TRAIL  
MINIMUM 4' NATIVE SOIL SURFACE
- TOTAL PATHS AND TRAILS NOT LESS THAN 30 MILES

NOTE

ALIGNMENT OF TRAILS SHOWN ON THIS EXHIBIT ARE SUBJECT  
TO CHANGE IN ACCORDANCE WITH CITY APPROVED  
PRELIMINARY PLATS, BUT THE OVERALL LENGTH OF ALL TRAILS  
SHALL BE NO LESS THAN 30 MILES.

**EXHIBIT G**

**[EXHIBIT G (ARCHITECTURAL STANDARDS) OF THE HONEY CREEK  
ANNEXATION AND DEVELOPMENT AGREEMENT]**

## **EXHIBIT G**

### **ARCHITECTURAL STANDARDS**

**A. Single Family Residential Architectural and Site Standards.** The following minimum architectural and site standards shall apply to Single Family Areas; a supplemental set of detailed Design Guidelines and approved Architectural Styles will be established by the HOA. Among other items, these documents will provide lot-type dimensional standards, specific allowable color use, architectural detailing requirements, and required or allowable architectural element usage for the approved architectural styles.

#### **I. Walls and Foundations**

- a. Permitted materials for exterior walls and volumes include brick, stone, stucco, and cementitious siding (including lap siding, board and batten, horizontal boards, vertical boards, and battened panels). Use of wood is permitted as a secondary material. Stucco use is limited to a maximum of 50% except for Spanish or Mediterranean style Architecture styles as provided for in the Owner's Design Guidelines to be adopted by the HOA. Seamed metal panel may be used as an accent or secondary material. Stone veneers and vinyl siding are not permitted.
- b. Wall surfaces should be consistent in material throughout major volumes.
- c. Generally, a single primary material should be employed. If more than one material is used, the secondary material should emphasize a specific building volume or should be applied to side and rear elevations. A base or foundation material should be consistent along the entire perimeter of the house.
- d. Changes in material along a vertical line should only occur between major volumes at re-entrant or inside corners rather than at exterior corners.
- e. Horizontal changes in materials should relate to specific building datums, such as at floor plate heights, sill heights, header heights, eave heights, and the like. Trim typically delineates the transition from one material to another.
- f. Materials that appear to be visually heavy, such as brick or stucco, should occur below visually lighter ones, such as wood or metal siding.
- g. A 9' minimum plate height is required for the main dwelling for all homes on lots 80' wide or less. For lots greater than 80' wide, the minimum plate height shall be 10 feet at the entry and main room off the entry and 10 feet across the rear.
- h. A minimum of three offsets in the front facade measuring at least two feet deep are provided or a minimum of one offset in the front facade measuring at least five feet is provided.

#### **II. Roofs and Roof Elements**

- a. The minimum pitch for a main roof shall be 8:12. Pitches to 3:12 shall be

allowed on secondary roof structures that do not exceed 750 sf of surface area on a single plane; such structures are considered architectural elements. Architectural Styles with traditionally lower pitched roofs such as Spanish, Mediterranean, Mid-Century Modern and otherwise shall be permitted to have main roof pitches below those identified in this section.

- b. Roof overhangs shall be no less than 12 inches when roof pitch is 8:12.
- c. Roof materials shall be non-reflective, and shall be asphalt shingle, slate or simulated slate, painted standing-seam metal, or tile, with a minimum 30-year rating.
- d. If ogee gutters are employed, they should be treated as eave trim and return with all eaves, otherwise half-round gutters should be used. Downspouts should be located at interior or exterior corners rather than randomly along a building surface. All gutters shall be 6" in size and shall be tied to underground drains if possible unless they drain directly to the street, drive, or alley. Gutters shall not drain across property lines.
- e. The use of dormers, cupolas, and light monitors are encouraged. Dormers should be proportional to the house and may not be used on a single roof plane less than 500 sf. At least one dormer is provided for each roof plane over 500 square feet on front elevations that face a public street. The dormer must be appropriately scaled for the roof plane and shall not be wider than the windows on the building elevation.

### **III. Doors and Windows**

- a. Door and window placement should reinforce the hierarchy of the building massing, provide balance to the elevations, and be appropriately scaled to the house.
- b. Windows and window panes should be generally vertical in proportion. When windows are ganged into a larger horizontal opening, they should be assembled as a series of vertically proportioned windows. Clerestory and transom window panes shall be allowed as architectural elements.
- c. Trims should not "picture frame" a window by being equal on all four sides, but should clearly express a projected sill and header.
- d. If shutters are employed, they should be operable or mounted in a way to appear to be operable and should be sized to fit the window opening if closed.
- e. Shading devices such as mono-pitched shed roofs supported by a corbels may be employed above windows.

### **IV. Porches**

- a. Porches should be proportioned to reinforce the massing of the house and shall have a minimum clear depth of 6'.
- b. Where used, a porch shall be no less than 50% of the front elevation; porches may be one or two stories, may wrap a corner of the house or connect from one mass to another (such as a main house and garage). At least one porch should

be directly accessible to a primary living space.

- c. A covered entry over the main door with attendant stoop extending no greater than 3' to either side of the door frame shall not be considered a porch and shall be allowed in certain plan elevations.
- d. The face of the finished porch beam should align with the face of the supporting column (or neck of the column, if it is round or tapered). Column capitals should not align with beams, but should extend beyond the face of the beam. Beams and columns should be of the same width. If the porch is raised on piles or piers, the face of the column and face of the supporting pier should align.
- e. The unit features an articulated front entrance through the use of lintels, pediments, keystones, pilasters, arches, columns, or other similar architectural elements.

#### **V. Chimneys**

- a. Chimneys may be stone, brick, cementitious, stucco, or metal and should be topped with an appropriate chimney cap.
- b. Chimney material shall be consistent across 100% of the faces of the chimney structure.
- c. Chimneys should continue to the foundation, rather than be hung from the mass of the building.

#### **VI. Garages and Driveways**

- a. Garage volumes should have a massing that is secondary to the main body of the house and should be designed in harmony with the main house. Detached garages may be connected to the main house through a connecting porch.
- b. Garage doors should relate to a single parking bay, or appear to relate to a single parking bay if a two bay door is provided. If glazing is provided in the garage door, it should utilize glass panes that are vertical in proportion.
- c. Two bay garage doors should utilize a supported overhead shed roof or pergola to minimize the visual impact of the wider opening.
- d. Driveways shall be paved concrete with broom finish and shall otherwise comply with city engineering design manual standards in regards to right-of-way tie in.

### **B. Non-Residential Architectural and Site Standards.**

- I. The architectural and site standards for the non-residential land use areas shall conform to the provisions of the McKinney UDC Article 2, Section 206 (5), and as amended.

### **C. Multi-Family Residential Architectural and Site Standards.**

- I. The architectural and site standards for the multi-family residential land use areas shall conform to the provisions of the McKinney UDC Article 2, Section 206 (4) (a) (I – V)

and Section G, and as amended.