

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

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Parties:

Direct- ABBEY MOOR OF TROPHY CLUB HO
Indirect-

Receipt Number: 856870
Processed By: Felicia Chenevert

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**CERTIFICATE AND MEMORANDUM OF RECORDING
OF DEDICATORY INSTRUMENTS FOR
ABBEY MOOR OF TROPHY CLUB
HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

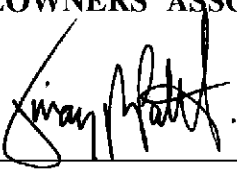
The undersigned, as attorney for Abbey Moor of Trophy Club Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- (1) ***Records Retention and Production Policy*** (Exhibit A-1);
- (2) ***Payment Plan Policy*** (Exhibit A-2);
- (3) ***Late Fee Waiver Policy*** (Exhibit A-3);
- (4) ***Guidelines for Solar Energy Panels and Certain Roofing Materials*** (Exhibit A-4);
- (5) ***Guidelines for Religious Displays*** (Exhibit A-5);
- (6) ***Guidelines for Rain Barrels/Collection Devices*** (Exhibit A-6); and
- (7) ***Guidelines for the Installation and Display of Flags and Flagpoles*** (Exhibit A-7).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, Abbey Moor of Trophy Club Homeowners' Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Denton County Clerk.

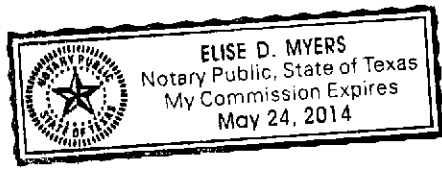
ABBEY MOOR OF TROPHY CLUB HOMEOWNERS' ASSOCIATION, INC.

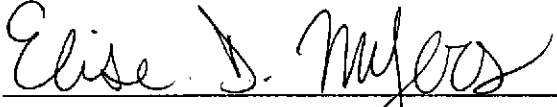
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Abbey Moor of Trophy Club Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 20th day of December, 2011.




Notary Public, State of Texas

Records Retention and Production Policy Effective January 1, 2012

The Abbey Moor of Trophy Club Association, Inc., in accordance with State law, will retain and produce records as detailed below.

Retention of Records

The Association will maintain records in the following categories for the duration stated for each category:

<u>Category</u>	<u>Retention Period</u>
Account Records of Current Owners	Five (5) Years
Contracts for Terms of at Least One (1) Year	Four (4) Years after Expiration of Contract
Minutes of Owner Meetings / Board Meetings	Seven (7) Years
Tax Returns and Audits	Seven (7) Years
Financial Books and Records	Seven (7) Years
Governing Documents	Permanently

Production of Records

- Owners may have access to Association records, upon submission of a written request to the Association or its representative by certified mail to the mailing address of the Association or authorized representative as listed in the current management certificate.
- The written request must identify the records requested and indicate whether the owner wants to inspect the records or have the Association forward copies.
- The Association will respond to the written request within ten (10) business days from receipt of the request to, as appropriate:
 - (i) provide written notice of dates on which records may be inspected, or
 - (ii) provide the requested copies, or
 - (iii) provide the owner written notice that it is unable to produce the records within the ten (10) day period and provide a date, within fifteen (15) business days from the date of the Association's response, by which the records will be sent or made available to the owner for inspection
- Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records.
- Payment must be made in advance.

Cost Schedule

Standard Paper Copy (either 8.5" x 11" or 8.5" x 14") – ten cents (\$.10)

Oversized Paper Copy (up to 11" x 17") – fifty cents (\$.50)

Rewritable CD or Non-rewritable CD – one dollar each (\$1.00)

Programmer – twenty-eight dollars and fifty cents (\$28.50) per hour

Labor- fifteen dollars (\$15.00) per hour

Overhead – 20% of the labor and/or programmer charge

Labor charge will be applied whenever it is necessary to locate, compile, manipulate data and reproduce the requested information if the request exceeds fifty (50) pages. The Labor charge will apply regardless of the number of pages if the documents requested are in a remote storage facility.

A programmer charge will be applied if a particular request requires the service of a programmer to execute an existing program so that the requested information may be accessed and copied.

Records Which Will Not Be Produced. The Association will keep certain records confidential and decline to make them available. These specifically include:

- (i) violation histories of owners
- (ii) owners' personal financial information
- (iii) owners' contact information other than address
- (iv) association personnel files

Approved at Board Meeting.

Abbey Moor of Trophy Club Homeowners' Association, Inc.

Professionally Managed by SBB Management Company, AAMC®

EXHIBIT A-2

PAYMENT PLAN POLICY

January 1, 2012

Purpose: The purpose of this policy is to provide a uniform and consistent way to manage homeowner's requests for payment plans to address their delinquent assessments and fees due to the Association.

It is the intention of the Board of Directors to work with homeowners to satisfy their obligation to the Association.

Therefore, in an effort to assist those homeowners in the payment of their obligations to the Association, the Board of Directors has established the following policy.

Payment Plans:

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months' duration.
- 2) Terms for repayment of delinquent amounts shall not exceed eighteen (18) months.
- 3) Assessments that become due and are added to the homeowner's account during the term of the payment plan must be paid in a timely manner in addition to repayment of delinquent amounts or must be addressed in the payment plan.
- 4) The Association will charge a fee to negotiate, establish and initiate a payment plan for the owners' delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- 5) The plan must include the total debt owed to the Association, including late fees, interest, fines and other collection costs.
- 6) There shall be no waiver of any charges on the homeowner's account unless the owner submits a request for consideration of a full or partial waiver in accordance with the Association's recorded Waiver Policy.
- 7) To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan within the two (2) year period preceding the default.
- 8) Interest on the unpaid balance on the homeowner's account will be charged (suspended) during the payment plan.
- 9) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- 10) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
- 11) Payment plans approved after notice has been given to a homeowner that the property is in foreclosure must include a minimum amount established by the Board of Directors in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney.
- 12) Homeowner must submit a down payment of approximately 15% of the entire past due balance. This will be considered the first installment of the payment plan.

Abbey Moor of Trophy Club Homeowners' Association, Inc.

_____ Professionally Managed by SBB Management Company, AAMC® _____

Settlements:

The Board of Directors will consider offers to settle an account once the homeowner is at the foreclosure stage. Settlements must be paid in certified funds and are subject to the deadlines established by the Association's attorney.

Default:

The Board of Directors shall herein establish criteria for determining what constitutes "default" on payment plans.

"Default" may include one or all of the following:

- 1) Failure of an owner to make a payment by the proposed date in accordance with the approved payment plan.
- 2) Failure of an owner to make the full amount of a payment as stated in the approved payment plan.
- 3) Failure of an owner to make a timely payment of any additional assessments that come due during the term of the payment plan.

Should the homeowner default on a payment plan:

- 1) The Board of Directors, at their sole discretion, reserves the right to add suspended interest from the date the plan was approved.
- 2) The Board of Directors, at their sole discretion, can declare the outstanding balance due and payable immediately in certified funds.
- 3) The Board of Directors reserves the right to precede with appropriate collection measures in accordance with the Association's Collection Policy in order to secure payment of amounts due to the Association.

Priority of Payments:

Except as otherwise provided for and authorized by law, the Association will apply partial payments from owners in accordance with state statute, in other words, in the following order:

- 1) Delinquent assessments
- 2) Current assessments
- 3) Attorney fees and collection costs associated solely with delinquent assessments, and any other charge that could provide the basis for foreclosure
- 4) Other attorney fees not associated with the collection of assessments
- 5) Fines
- 6) Other amounts owed the Association which are unsecured

Abbey Moor of Trophy Club Homeowners' Association, Inc.

_____ Professionally Managed by SBB Management Company, AAMC® _____

EXHIBIT A-3

Late Fee Waiver Policy

PURPOSE: To establish a uniform and consistent policy to manage homeowner requests for waivers of late fees, interest and other collection expenses resulting from Assessments being received after the due date. Assessments are delinquent if not received by the Association on or before the due date. It is the intention of the board of Directors to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments on time.

The governing documents of the Association state that the Annual Assessment shall be paid, at the option of Declarant, (i) in full on the first day of the Fiscal Year, (ii) in four (4) equal installments on the first day of January, April, July and the first day of October during the Fiscal Year, and each applicable payment shall automatically become delinquent after the first of each due date. Late fees will be applied the first of the following month after the due date. There will be no consideration given to those payments that come in later than the first of the following month. Currently, Assessments are being collected in accordance with option (ii). To avoid late fees, Assessments must be received by the due date.

However, the Board also recognizes there may be some extenuating circumstances that may prevent a homeowner from making their payment on time. Therefore the board will grant a waiver to any homeowner subject to the following limitations:

1. Requests for waivers shall not be granted for any out of pocket collection costs to the HOA, i.e. demand letters, attorney fees, other legal expenses, etc.
2. Requests for waivers shall not be granted to any homeowner who has previously received such a waiver of late fees within the past 24 months.
3. Requests for waivers shall not be granted to any homeowner who has defaulted on a previously approved payment plan.
4. All approved waivers will be subject to the homeowner's unpaid balance being received within 10 working days of the date of the approval. If a homeowner is unable to pay the unpaid balance within the time-period, the waiver will be denied but the homeowner will be allowed the opportunity to request a payment plan, under the Payment Plan Policy, if eligible under the terms of such Policy.
5. Late fees or other waived charges shall not be removed from the homeowners account until the homeowner's payment has been received and cleared.
6. Each waiver shall consist of no more than two (2) late fees.

Guidelines for Solar Energy Panels and Certain Roofing Materials Effective June 17, 2011

For purposes of the Association, the term "Solar Energy Panel" means a panel device or system designed primarily to collect solar energy, and collect and subsequently use solar energy as thermal, mechanical, or electrical energy. Solar energy panels may not be installed without prior written approval of the Architectural Control Committee (ACC).

The installation of Solar Energy Panels will not be allowed if:

- (i) in violation of any law
- (ii) on property owned or maintained by the Association
- (iii) in common areas
- (iv) located anywhere but on the owner's roof or in his/her fenced-yard or patio
- (v) the device extends beyond the roofline or does not conform to certain allowed design guidelines
- (vi) it is taller than the fence line
- (vii) it is installed in a manner that voids material warranties
- (viii) it is installed without prior approval by the Association or its designated Architectural Control Committee and/or
- (ix) the device would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." However, this finding will be reconsidered by the Association or its designated Architectural Control Committee if the owner obtains written approval of the installation from all neighboring owners.

The intent of this restriction is to allow the installation of Solar Energy Panels but to maintain, to the greatest extent possible, the aesthetics of the community and the harmony established by the plan of development for the Association.

The use of energy conservation techniques is encouraged when appropriate. Solar technology shall be screened from view from adjacent properties and the public right-of-way and must be approved by the ARC prior to installation for non-roof applications. Solar panels or photovoltaic shingles only may be placed on the roof of a home and require ARC approval prior to installation. All panels must be placed in plane with the roof of the home. No solar collecting devices may be placed on the front elevation of the home. In the event that collecting devices are damaged or taken out of service, they must either be repaired or replaced within 120 days of date of damage. All mounting devices as well must be removed and the roof repaired so as not to show evidence of the prior solar installation when panels are removed. Site planning and landscape design for energy conservation is encouraged.

Certain Roofing Materials: Shingles that are designed primarily to (i) resist wind and hail, (ii) provide heating/cooling efficiency greater than ordinary composite shingles, or (iii) generate solar energy may be installed with prior written approval of the ACC so long as the shingles aesthetically resemble approved shingles within the Association, are more durable or of better quality than "normal" shingles allowed within the subdivision, and aesthetically match the owner's and surrounding properties.

ADDITIONAL RESTRICTIONS WHICH ARE ALLOWED BY STATUTE AND CAN BE INCLUDED IN GUIDELINES FOR SOLAR ENERGY PANELS:

- In all circumstances where roof installation is contemplated, Solar Energy Panels shall conform to the slope of the roof and the top edge of the Solar Energy Panel shall be parallel to the roof ridge.
- Solar Energy Panel frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof.
- Color or finish of the panel must blend to the greatest extent possible with existing roof color.
- Panels, mounting devices, etc. must be repaired or replaced with 120 days of date of damage.
- Ground mounted system(s) shall be as small as possible, located in rear or side yards and screened from neighboring properties by fencing or landscaping.
- No Solar Energy Panels may be placed on the front elevation of the home.

OPTIONAL SOLAR ENERGY PANEL SUBMISSION REQUIREMENTS FOR CONSIDERATION:

- A copy of the existing site plan showing the house and any accessory structures, significant vegetation, property lines and the proposed location of the Solar Energy Panels.
- A drawing or photographs showing the proposed location of the Solar Energy Panels and description of any visible auxiliary equipment.
- Catalog photographs or manufacturer's "cut sheets" of all components including dimensions, colors, materials, etc.
- Plans of proposed landscaping or screening for ground mounted Solar Energy Panels.

**Guidelines for Religious Displays
(Also applies to condominiums)
Effective June 17, 2011**

The Abbey Moor of Trophy Club Association, in accordance with State law, will permit owners to display religious items exclusively on the entry to the owners' dwelling, specifically the entry door or door frame, however:

An owner may not exploit this law to use a material or color for an entry door that is prohibited by the association's governing documents.

The display of a religious item(s) may not exceed a total of 25 square inches

The association may prohibit the display of religious items if it/they:

- display obviously offensive language or graphics
- violate deed restrictions that do not conflict with this statute
- is/are in a location other than the entry door or frame

The association will not permit religious items to be displayed that pose any threat to public safety or health.

Guidelines for Rain Barrels/Collection Devices Effective September 1, 2011

The Abbey Moor of Trophy Club Association, in accordance with State law, will permit owners to install rain barrels/collection devices if they meet architectural requirements as outlined by the association. However, the following also applies:

The association prohibits owners from installing rain barrels/collection devices on any common area or property owned by the association.

The association prohibits owners from installing rain barrels/collection devices on an owner's property between the front building line and the street.

General Considerations

Rain barrels/collection devices should be generally designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.

The location should take advantage of screening provided by existing or proposed structures and/or vegetation.

The installation of rain barrels/collection devices in attached housing shall be in accordance with the approved project standards established by the association for location, color, screening, etc.

Specific Guidelines

1. The preferred location is in the rear or side yard; rain barrels/collection devices will be prohibited in front yards.
2. The rain barrel/collection device must be installed at the base of an existing downspout. Only one rain barrel/collection device may be installed per downspout.
3. The overflow from the rain barrel/collection device shall discharge to the same location as the current downspout.
4. The size of a rain barrel/collection device bin is generally limited to 36" in height and 24" in diameter.
5. The container must be designed for the purpose of collecting rainwater; a converted trash can is not an acceptable alternative.
6. The bin must be sturdily constructed of durable plastic in black, brown, green, simulated wood with a screened cover and a splash block provided for the overflow.
7. Other colors which are consistent with the trim, siding or overall color scheme of the home will be reviewed on a case by case basis.
8. The rain barrel/collection device should be set into a landscaped area, so that its appearance will be softened by plant material. Additional landscaping or screening may be required to diminish the visual impact on other properties or from the street.
9. The rain barrel/collection device should be an enclosed device to avoid becoming a breeding ground for mosquitoes and maintained so that it does not create a visual nuisance.

Submission Requirements

Homeowners are required to submit for consideration:

A copy of the existing site plan showing the location of the house, any accessory structures, significant vegetation, property lines, and the proposed location of the rain barrel/collection device.

A catalog photograph or manufacturer's "cut sheet" of the rain barrel/collection device, including dimensions, material, and color.

A planting plan indicating the type and location of vegetation or other screening, existing or proposed.

**Guidelines for the Installation and Display
of Flags and Flagpoles
Effective June 17, 2011**

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. **No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.**
2. The flag of the United States must be displayed in accordance with 4 U.S.C Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole. **The materials used for the flagpole shall have a silver finish with a silver or gold ball at the top. The diameter of the flagpole may not exceed 4 inches.**
5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
7. **Only one flagpole will be allowed per Lot.** A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 24' x 36' and no larger than 5' x 3'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 24' x 36'.
10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have a flag removed until the Owner resolves the noise complaint.

11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by the Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until the Owner resolves complaint.
12. Flagpoles shall not be installed in Common Area or property maintained by the Association.
13. All flagpole installations must receive prior written approval from Architectural Review Committee or the Modifications Committee.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.0011 of the Texas Property Code.

EXHIBIT B

Those tracts and parcels of real property located in the City of Trophy Club, Denton County, Texas and more particularly described as follows:

All lots, tracts of land, and real property subject to the Declaration of Covenants, Conditions and Restrictions for Abbey Moor of Trophy Club, filed of record on May 6, 2011, under Denton County Clerk's Instrument No. 2011-41528 in the Official Public Records of Denton County, Texas, including any other amendments thereof or supplements thereto.

LEGAL DESCRIPTION OF THE LAND/LOTS**LEGAL DESCRIPTION**

46.413 ACRES

NE-8

BEING A 46.413 ACRE TRACT OF LAND SITUATED IN THE R. ALLEN SURVEY, ABSTRACT NO. 5, TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS, AND BEING PART OF A 608.207 ACRE TRACT OF LAND CONVEYED AS "TRACT D" TO 831 TROPHY, LP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2006-128658, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID 46.413 ACRE TRACT, WITH REFERENCE BEARING BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS96, EPOCH DATE 2002), DETERMINED BY GPS OBSERVATIONS ON JULIAN DAY 213, 2006 CALCULATED FROM ARLINGTON RRP2 CORS ARP (PID-DF5387), SAGINAW TX CORS ARP (PID-DH7149) AND DENTON CORS ARP (PID-DF8986) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD FOUND FOR AN INTERIOR ANGLE POINT ON THE EAST LINE OF SAID "TRACT D", SAID POINT BEING ON THE NORTH LINE OF EAST MARSHALL CREEK DRIVE (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG AN EAST LINE OF SAID "TRACT D", A DISTANCE OF 19.81 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE POINT OF BEGINNING, AND THE NORTHWEST CORNER OF A CALLED 3 ACRE TRACT OF LAND CONVEYED TO JACK HEMINGWAY, ET UX, BY DEED RECORDED IN VOLUME 538, PAGE 17, DEED RECORDS, DENTON COUNTY, TEXAS, SAID POINT BEING ON THE CENTERLINE OF SAID EAST MARSHALL CREEK DRIVE;

THENCE, SOUTH 00 DEGREES 42 MINUTES 58 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID "TRACT D" AND THE COMMON WEST LINE OF SAID 3 ACRE TRACT, A DISTANCE OF 573.60 FEET TO A CONCRETE MONUMENT FOUND FOR THE SOUTHWEST CORNER OF SAID 3 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 240 ACRE TRACT CONVEYED AS "TRACT E-405" TO UNITED STATES OF AMERICA BY DEED RECORDED IN VOLUME 370, PAGE 208, DEED RECORDS, DENTON COUNTY, TEXAS

THENCE, SOUTH 00 DEGREES 23 MINUTES 38 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID "TRACT D" AND THE COMMON WEST LINE OF SAID "TRACT E-405", A DISTANCE OF 1126.08 FEET TO A CONCRETE MONUMENT FOUND FOR CORNER AT THE NORTH CORNER OF A CALLED 134.4 ACRE TRACT OF LAND CONVEYED AS "TRACT E-401A" TO THE UNITED STATES OF AMERICA, BY DEED RECORDED IN VOLUME 467, PAGE 12, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE, ALONG THE SOUTH LINE OF SAID "TRACT D" AND THE NORTH LINE OF SAID "TRACT E-401A", THE FOLLOWING COURSES AND DISTANCES:

SOUTH 48 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 228.36 FEET TO A CONCRETE MONUMENT FOUND FOR CORNER;

SOUTH 33 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 464.16 FEET TO A CONCRETE MONUMENT FOUND FOR CORNER;

SOUTH 09 DEGREES 27 MINUTES 28 SECONDS WEST, A DISTANCE OF 463.78 FEET TO A 5/8 INCH IRON ROD WITH A PLASTIC CAP STAMPED "CSC" FOUND FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 80 DEGREES 30 MINUTES 35 SECONDS, A RADIUS OF 408.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 527.29 FEET;

THENCE, OVER AND ACROSS SAID "TRACT D", THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 573.31 FEET TO A 5/8 INCH IRON ROD WITH A PLASTIC CAP STAMPED "CSC" FOUND FOR CORNER;

NORTH 10 DEGREES 39 MINUTES 19 SECONDS WEST, A DISTANCE OF 104.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 79 DEGREES 20 MINUTES 41 SECONDS EAST, A DISTANCE OF 45.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 10 DEGREES 39 MINUTES 19 SECONDS WEST, A DISTANCE OF 360.08 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28 DEGREES 48 MINUTES 51 SECONDS, A RADIUS OF 1880.93 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 03 MINUTES 44 SECONDS WEST, A DISTANCE OF 935.99 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 945.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 22 SECONDS, A RADIUS OF 1200.00 FEET AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 42 MINUTES 20 SECONDS WEST, A DISTANCE OF 51.78 FEET;

ALONG SAID COMPOUND CURVE, AN ARC LENGTH OF 51.79 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 02 DEGREES 37 MINUTES 30 SECONDS EAST, A DISTANCE OF 42.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 47 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 358.34 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 36 MINUTES 45 SECONDS, A RADIUS OF 1980.02 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 12 MINUTES 59 SECONDS EAST, A DISTANCE OF 159.35 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 159.40 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 52 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 855.96 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36 DEGREES 43 MINUTES 07 SECONDS, A RADIUS OF 500.00 FEET AND A LONG CHORD THAT BEARS NORTH 70 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 314.97 FEET;

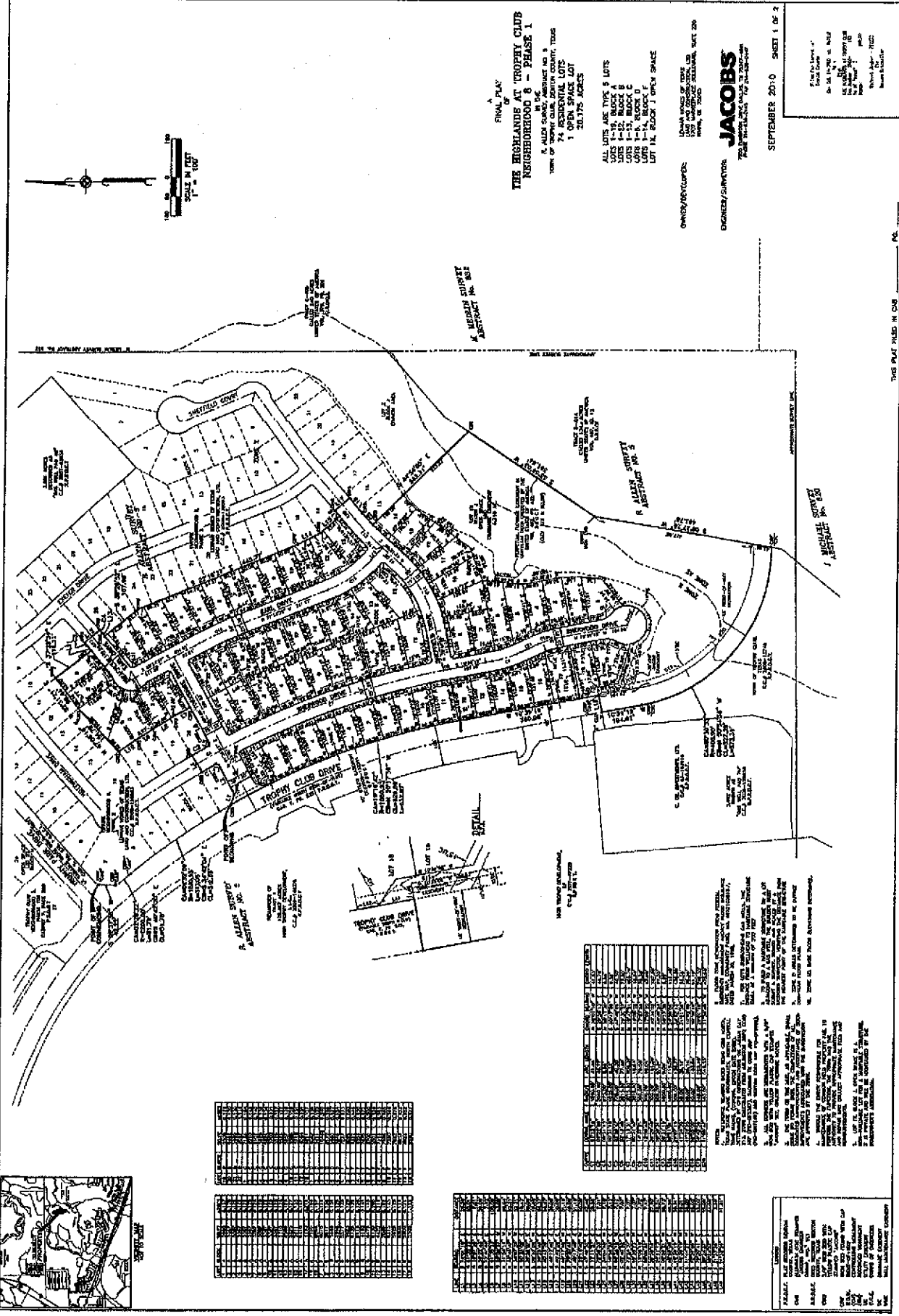
ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 320.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST, A DISTANCE OF 6.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 49.994 ACRES OF LAND, MORE OR LESS.

SAVE & EXCEPT

ALL OF A 3.581 ACRE TRACT CONVEYED TO BECK PROPERTIES TROPHY CLUB, L.P., AS RECORDED IN COUNTY CLERK'S FILE NO. 93-R0087516, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SAID 3.581 ACRE TRACT BEING KNOWN AS "PAD SITE 4H" AND BEING MORE PARTICULARLY DESCRIBED AS "SAVE & EXCEPT" TRACT IN AFORESAID DEED TO 831-TROPHY, L.P., AS RECORDED IN COUNTY CLERK'S FILE NO. 2006-128658, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND CONTAINING A NET ACREAGE OF 46.413 ACRES OF LAND.

THE HIGHLANDS AT TROPHY CLUB NEIGHBORHOOD B - PHASE 1



FINAL PLAN
OF
THE HIGHLANDS AT TROPHY CLUB
NEIGHBORHOOD B - PHASE 1
K. ALLEN STREET ABSTRACT NO. 5
TOWN OF WASHINGTON, DISTRICT OF COLUMBIA
74 RESIDENTIAL LOTS
1.5 ACRES
24,175 S.F. ACRES

ALL LOTS ARE TYPE 8 LOTS
LOTS 1-14, BLOCK A
LOTS 15-21, BLOCK B
LOTS 22-28, BLOCK C
LOTS 29-35, BLOCK D
LOTS 36-42, BLOCK E
LOTS 43-49, BLOCK F
LOT 50, BLOCK F OPEN SPACE

OWNER/DEVELOPER: LORAIN SPENCE OF TEXAS
200 W. UNIVERSITY BOULEVARD, SUITE 200
DALLAS, TX 75201

ENGINEER/SURVEYOR: **JACOBS**
PLANNING, ARCHITECTURE, INTERIOR DESIGN
1000 PENTAGON AVE., SUITE 1000
ARLINGTON, VA 22202

SEPTEMBER 2010 SHEET 1 OF 2

FILE NO. 100856
DATE OF ISSUE: 09/09/10
DATE OF REVISION: 09/09/10
SCALE: AS SHOWN
DRAWN BY: JAC
CHECKED BY: JAC



LOT NO.	AREA (S.F.)	AREA (ACRES)
1	1,000	0.023
2	1,000	0.023
3	1,000	0.023
4	1,000	0.023
5	1,000	0.023
6	1,000	0.023
7	1,000	0.023
8	1,000	0.023
9	1,000	0.023
10	1,000	0.023
11	1,000	0.023
12	1,000	0.023
13	1,000	0.023
14	1,000	0.023
15	1,000	0.023
16	1,000	0.023
17	1,000	0.023
18	1,000	0.023
19	1,000	0.023
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37	1,000	0.023
38	1,000	0.023
39	1,000	0.023
40	1,000	0.023
41	1,000	0.023
42	1,000	0.023
43	1,000	0.023
44	1,000	0.023
45	1,000	0.023
46	1,000	0.023
47	1,000	0.023
48	1,000	0.023
49	1,000	0.023
50	1,000	0.023

LOT NO.	AREA (S.F.)	AREA (ACRES)
1	1,000	0.023
2	1,000	0.023
3	1,000	0.023
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36	1,000	0.023
37	1,000	0.023
38	1,000	0.023
39	1,000	0.023
40	1,000	0.023
41	1,000	0.023
42	1,000	0.023
43	1,000	0.023
44	1,000	0.023
45	1,000	0.023
46	1,000	0.023
47	1,000	0.023
48	1,000	0.023
49	1,000	0.023
50	1,000	0.023

1. THESE LOTS, EXCEPTING THOSE SET ASIDE FOR PUBLIC USE, ARE TO BE DEVELOPED AS RESIDENTIAL LOTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT OF COLUMBIA DEPARTMENT OF PLANNING AND ZONING.

DATE: 09/09/10
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: AS SHOWN
PROJECT: THE HIGHLANDS AT TROPHY CLUB NEIGHBORHOOD B - PHASE 1
SHEET: 1 OF 2

