

Denton County  
Juli Luke  
County Clerk

---

Instrument Number: 83760

ERecordings-RP

MISCELLANEOUS

Recorded On: July 18, 2018 09:47 AM

Number of Pages: 18

---

" Examined and Charged as Follows: "

Total Recording: \$94.00

---

\*\*\*\*\* 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.

**File Information:**

Document Number: 83760  
Receipt Number: 20180718000184  
Recorded Date/Time: July 18, 2018 09:47 AM  
User: Chris P  
Station: Station 42

**Record and Return To:**

eRx



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.

Juli Luke  
County Clerk  
Denton County, TX

**AFTER RECORDING, PLEASE RETURN TO:**

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

**SIXTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM  
OF RECORDING OF DEDICATORY INSTRUMENTS  
FOR  
RUSTIC TIMBERS HOMEOWNERS ASSOCIATION**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON      §

The undersigned, as attorney for Rustic Timbers Homeowners Association, 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 instrument attached hereto is a true and correct copy of the following:

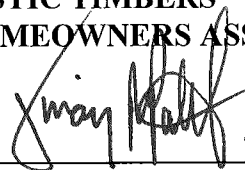
- ***Enforcement Policy for Rustic Timbers Homeowners Association (Exhibit A-1).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the dedicatory instrument. The dedicatory instrument attached hereto shall serve to replace any dedicatory instrument previously recorded by Rustic Timbers Homeowners Association addressing the same subject matter.

**IN WITNESS WHEREOF**, Rustic Timbers Homeowners Association has caused this Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with

the office of the Denton County Clerk and supplements that certain Certificate and Memorandum of Recording of Association Documents filed on December 28, 1999, as Instrument No. 99-R0128764 in Volume 4494, Page 0225, *et seq.* of the Official Property Records of Denton County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Association Documents filed on September 1, 2000, as Instrument No. 00-R0084805 in Volume 4666, Page 0039, *et seq.* of the Official Property Records of Denton County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents filed on August 20, 2008, as Instrument No. 2008-91629 in the Official Public Records of Denton County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents filed on December 8, 2011, as Instrument No. 2011-117346 in the Official Public Records of Denton County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on December 13, 2011, as Instrument No. 2011-118874 in the Official Public Records of Denton County, Texas; and that certain Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on February 21, 2012, as Instrument No. 2012-16422 in the Official Public Records of Denton County, Texas.


**RUSTIC TIMBERS  
HOMEOWNERS ASSOCIATION**

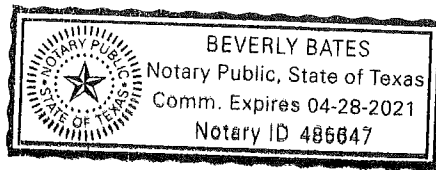
By:  \_\_\_\_\_  
Its: Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Rustic Timbers Homeowners Association, 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 18th day of July, 2018.

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



**ENFORCEMENT POLICY  
FOR  
RUSTIC TIMBERS HOMEOWNERS ASSOCIATION**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON       §

**WHEREAS**, the Board of Directors of Rustic Timbers Homeowners Association (the "Board") is the entity responsible for the operation of Rustic Timbers Homeowners Association (the "*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Rustic Timbers Homeowners Association, recorded in the Official Public Records of Denton County, Texas, including any amendments thereof or supplements thereto (collectively, the "*Declaration*") and the Bylaws of Rustic Timbers Homeowners Association including any amendments thereof or supplements thereto (the "*Bylaws*"); and

**WHEREAS**, the Declaration affects certain parcels or tracts of real property in the Town of Flower Mound, Denton County, State of Texas (the "*Properties*"); and

**WHEREAS**, pursuant to express authority set forth in Article X, Section 10.02 of the Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Declaration, the Bylaws, rules and regulations, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

**WHEREAS**, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

**WHEREAS**, the Board has and does hereby find the need to establish rules, regulations and procedures for the enforcement of the restrictions contained in the Declaration and for the elimination of violations which may be found to exist within the Properties.

**NOW THEREFORE, IT IS RESOLVED** that the following rules, regulations and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Properties (hereinafter referred to as the "*Enforcement Policy*").

**1. Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any additions, improvements and/or repairs of any kind or nature erected, placed or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "ACC" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "Violation" under this Enforcement Policy for all purposes.

b. **Failure to Abide by the Governing Documents.** Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

c. **Common Violations.** Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of violations.

**2. Notification.**

a. **Initial Notice.** Upon verification of the existence of a Violation by the management staff ("*Management*") of the Association, and subject to the approval of the Board, Management will send to the Lot Owner a written notice of the existence of the Violation ("*Initial Notice*"). The Initial Notice will inform the Owner of the following:

- (i) The nature, description, and location of the Violation; and
- (ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within fourteen (14) days of the date of the Initial Notice to avoid further enforcement measures; and
- (iii) A statement that if the Violation has already been corrected or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

b. **Notice of Violation.** If the Owner has (i) failed to submit plans and specifications for the offending improvement to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) days from the date of the Initial Notice, Management shall send to the Owner written notice (the "*Notice of Violation*") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and

- (ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorneys' fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC;
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and
- (vi) In the event the violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active duty military service to the sender of the Notice of Violation immediately.

**The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first class U.S. mail, and shall advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, i.e., 33 days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the ACC, if appointed, or the Board. In the event the hearing shall be held before the ACC, the Owner shall be advised of the Owner's right to appeal the ACC's decision to the Board.**

**c. Failure to Remedy and Notice of Fine.** Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within fourteen (14) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Maintenance Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy

including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. Management may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine (the "Notice of Fine") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date."

**d. Fine Structure.** Any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board. An Initial Fine of not less than \$50.00 may be imposed for failure to remedy or cure the violation, except as otherwise provided. In the event the Owner fails to respond or comply by remedying or curing the violation within fourteen (14) days after the Initial Fine, additional fines of \$50.00 or more, as determined by the Board, may be imposed. Fines, in an amount determined by the Board, may be imposed so long as the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by Management in writing of the amount of fines accrued to Owner's account.

**3. Right to a Hearing Before the Board of Directors.** If Management receives a written request for a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the Owner received the Notice of Violation, the ACC (if appointed) or the Board shall hold a hearing not later than the thirtieth (30<sup>th</sup>) day after the date Management received the written request for a hearing. Management shall notify the Owner of the date, time and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

**4. Corrective Action.** Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines that such Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:



a. Management must first provide the Owner with an Initial Notice as provided above. Should the Violation not have been remedied by the Owner within ten (10) days from the date of the Initial Notice, then Management must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall include an opportunity for the Owner to cure the Violation or request a hearing before the Board prior to the undertaking of any corrective action. Should the Owner fail to provide Management with a written request for hearing within ten (10) days from the date of the Notice of Corrective Action, that party shall have waived its right to a hearing.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, Management and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, Management, its agents and contractors have acted reasonably and in conformity with this Enforcement Policy.

**5. Referral to Legal Counsel.** Where a Violation is determined to exist by Management pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, Management may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

**6. Notices.**

a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

(i) When the notice is delivered by facsimile, the notice is deemed delivered and received when the sender receives a facsimile acknowledgment acknowledging delivery of the notice.

(ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First Class U.S. Mail.

b. Where the Lot is occupied by a tenant, where the interests of an Owner have been handled by a representative or agent of such Owner, or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such tenant, representative or agent.

7. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by Management of the consequences of the future violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by Management, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

8. **Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial Notice, commits a separate violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, Management shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial Notice, the second Violation of the same provision shall prompt Management to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt Management to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt Management to commence the levying of violation fines without further notice to the Owner. In the event of a repeated violation, the Board shall be authorized to double the fine amount.

9. **Authority of Management To Act.** The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

10. **Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

11. **Definitions.** The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the July 11, 2018.

**RUSTIC TIMBERS  
HOMEOWNERS ASSOCIATION**

Paul Duellon, President

**CERTIFICATION OF APPROVAL**

I, Phyllis Hunt, the duly-elected Secretary of Rustic Timbers Homeowners Association hereby certify:

That the Enforcement Policy for Rustic Timbers Homeowners Association, as evidenced by the records and minutes of the Board of Directors, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on the 11 day of July, 2018, and that the same does now constitute an official policy of Rustic Timbers Homeowners Association and shall be filed of record with the office of the Denton County Clerk.

By: Phyllis Hunt, Secretary

EXHIBIT 1

**Common Violations**

Payment of fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All violations must be corrected and brought into compliance with Association's Governing Documents. If there is a subsequent violation of a similar rule, the fine amount will imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the occupant(s) and/or tenant(s). The violation fines will be levied each time the violation is observed. The violation fines are subject to change without further notice and at the discretion of the Board of Directors.

Holiday Decorations (if not removed within 30 days of the holiday) (each time the violation is observed)	\$50.00
Property used for storage (boats, vehicles, trailers, oversized work trucks and any other oversized vehicle, etc.) (each time the violation is observed)	\$50.00
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days (each time the violation is observed)	\$50.00
Debris or refuse on property (each time the violation is observed)	\$50.00
Unapproved signs in yards or on property (each time the violation is observed)	\$50.00
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood, replacing missing or dilapidated fences, sagging gutters, damaged garage door, replacing broken light fixtures, etc.) (each time the violation is observed)	\$50.00
Exterior painting needed (house, front door, siding, etc.) (each time the violation is observed)	\$50.00
Failing to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc. (each time the violation is observed)	\$50.00
Littering in common areas (each time the violation is observed)	\$50.00
Modification, and/or addition made to Property without prior approval from the ACC (each time the violation is observed)	\$50.00
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable (each time the violation is observed or as the Board deems necessary)	\$50.00
Vehicle parking violations (each time the violation is observed)	\$50.00
Unapproved roof	\$250.00
Recreational equipment (each time the violation is observed)	\$50.00

**Common Violations**

---

## EXHIBIT B

### LEGAL DESCRIPTION OF LAND COMPRISING THE ADDITIONS

**BEING** a tract of land situated in the R. W. Gibson Survey, Abstract No. 458 Town of Flower Mound, Denton County, Texas the subject tract further being all of each tract of land conveyed to Lennar Homes of Texas, Inc., by the deeds recorded in County Clerk Numbers 93-0055031 (12.830 acres), 93-0055036 (52.850 acres), and 93-0055037 (20.972 acres) of the Land Records of Denton County, Texas (LRDCT), the subject tract being more particularly described as follows;

**BEGINNING** at the Southwest corner of that 20.972 acre tract of land conveyed to Lennar Homes of Texas, Inc., by the said deed recorded in County Clerk Number 93-0055037 (LRDCT), said corner being located in Fireside Drive (no ROW width of record) and 4.7± feet West of the edge of asphalt pavement, 5/8" iron pin with a cap stamped 4224 found at corner, from which a 3/8" iron pin found at the Northwest corner of Lot 19 of Oak Heights Addition, an addition to the Town of Flower Mound recorded in Volume 2, Page 165 (LRDCT), bears S 88° 52' 02" E, a distance of 39.32 feet;

**THENCE**, N 01° 22' 00" E, along the Westerly line of said 20.972 acre tract and along Fireside Drive, a distance of 585.45 feet to an angle point of said 20.972 acre tract;

**THENCE**, Along a common line between said 20.972 acre tract and a tract of land owned by Harold F. Schlegel, according to the deed recorded in Volume 433, Page 667 (LRDCT), the following;

S 88° 37' 23" E, a distance of 333.58 feet to a 1/2" iron pin found at corner;

N 04° 45' 20" W, a distance of 265.31 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

N 49° 11' 59" W, a distance of 344.08 to a 1/2" iron pin found at corner;

N 88° 15' 25" W, a distance of 39.87 feet to a point in said Fireside Drive (no ROW width of record).

**THENCE**, Along said Fireside Drive and the Northwesterly line of said 20.972 acre tract, the following;

N 01° 47' 16" E, a distance of 15.74 feet;

N 13° 50' 29" E, a distance of 216.01. feet;

N 20° 34' 47" E, a distance of 72.64 feet;

N 50° 16' 55" E, a distance of 307.67 feet to a point on the Southerly line of

Cross Timbers Road (Highway No. 1171), said point further being the beginning point of a boundary line agreement recorded in Volume 1180, Page 483 (LRDCT) and the most westerly corner of Lot 1, Block A, of the Lamb of God Lutheran Church Addition, an addition to the Town of Flower Mound, according to the plat recorded in Cabinet H, Page 296 (LRDCT), a 1/2" iron pin found at corner;

**THENCE**, Along the Southerly line of Lots 1 & 2, Block A of Lamb of God Lutheran Church and the Northerly line of the previously mentioned Lennar Homes of Texas, Inc., 20.972 acre and 52.850 acre tracts, the following;

N 77° 34' 27" E, a distance of 859.74 feet to a 1/2" iron pin found at corner;

N 70° 11' 15" E, a distance of 106.60 feet to a 1/2" iron pin set at corner;

N 59° 13' 05" E, a distance of 126.92 feet to a 1/2" iron pin found at corner;

N 48° 09' 33" E, a distance of 92.27 feet to a 1/2" iron pin found at corner;

N 37° 26' 04" E, a distance of 111.23 feet to a 1/2" iron pin found at corner;

N 28° 20' 28" E, a distance of 527.07 feet to a 5/8" iron pin found at corner;

**THENCE**, Leaving said Lots 1 & 2, Block A of Lamb of God Lutheran Church Southeasterly line and continuing along said Northerly line of the 52.850 acre tract of land conveyed to Lennar Homes of Texas, Inc., (LRDCT), the following;

S 39° 39' 53" E, a distance of 43.14 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

N 28° 15' 10" E, a distance of 129.47 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

N 39° 39' 53" W, a distance of 43.21 feet to a 1/2" iron pin set at corner;

N 28° 20' 28" E, a distance of 90.08 feet to the most Northerly corner of said 52.850 acre tract, a 3/8" iron pin found at corner;

**THENCE**, S 61° 44' 30" E, along the Northeasterly line of said 52.850 acre tract, a distance of 40.00 feet to a 5/8" iron pin with cap stamped 4224 found at corner, from which a concrete monument bears N 06° 11' 49" E, a distance of 146.25 feet;

THENCE, S 01° 21' 00" W, along the Easterly line of said 52.850 acre tract and the Westerly lines of a tract of land owned by Barbara F. Sellmeyer by the deed recorded in Volume 2462, Page 498 (LRDCT) and that tract of land owned by H.L. Sellmeyer Estate according to the deed recorded in Volume 1722, Page 495 (LRDCT), and passing over 1/2" iron pins found at distances of 4.88 feet and 204.25 feet, and continuing to make a total distance of 1435.66 feet to the Northwest corner of a 12.830 acre tract of land conveyed to Lennar Homes of Texas, Inc., by the previously mentioned deed recorded in County Clerk Number 93-R0055031 (LRDCT), a 5/8" iron pin with cap stamped 4224 found at corner;

THENCE, Along the Northeasterly line of said 12.830 acre tract and the Southwesterly line of a tract of land owned by the D.F. Sellmeyer Estate & Trust, according to the partition deed recorded in Volume 1722, Page 495 (LRDCT), the following;

S 80° 03' 31" E, a distance of 115.59 to a 5/8" iron pin with cap stamped 4224 found at corner;

S 21° 37' 51" E, a distance of 53.69 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 26° 14' 24" E, a distance of 166.74 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 51° 28' 28" E, a distance of 163.15 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 22° 55' 34" E, a distance of 232.88 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 43° 46' 51" E, a distance of 204.70 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 02° 27' 41" E, a distance of 161.82 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 09° 39' 08" E, a distance of 124.30 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 01° 48' 26" W, a distance of 255.22 feet to a 5/8" iron pin with cap stamped 4224 found at corner;

S 23° 01' 33" E, a distance of 33.50 feet to the Southeast corner of the subject tract and said 12.830 acre tract, said corner further being located at a point on the North line of Lot 16 of the previously mentioned Oak Heights Addition, a 5/8" iron pin found at corner, from which a 3/8" iron pin found bears S 87° 30' 26" E, a distance of 15.85 feet;

THENCE, N 87° 46' 41" W, along the South line of the previously mentioned 12.830 acre tract, a distance of 629.58 feet to a 5/8" iron pin found at corner;

THENCE, S 01° 21' 00" W, along the East line of the previously mentioned 52.850 acre tract, a distance of 5.37 feet to the Southeast corner of said 52.850 acre tract, said corner further being located on the North line of the previously mentioned Lot 16 of Oak Heights Addition, a 5/8" iron pin with cap stamped 4224 found at corner;

THENCE, Along the South line of said Lennar Homes of Texas, Inc., and the North line of said Oak Heights Addition, the following;

N 88° 17' 40" W, a distance of 72.37 feet to a 1/2" iron pin found at corner;

N 88° 52' 02" W, passing 10.6 feet South of a 1/2" iron pin found at a distance of 645.17 feet marking the Northeast corner of Lot 18-C of the Replat of Lot 18 Oak Heights Addition, an addition to the Town of Flower Mound, according to the plat recorded in Cabinet D, Page 260 (LRDCT), and continuing 1768.73 feet making a total distance of 1779.33 feet to the **PLACE OF BEGINNING** with the subject tract containing 3,774,644 square feet or 86.6539 acres of land.





ALFRED F. BELLMY  
ESTATE AND TRUS

PARK  
DEDICATION  
(5.7 Acres)

LAMB OF GOD  
LUTHERAN CHURCH ADDITION

CROSS TIMBERS ROAD (HWY 1171)

LUTHER LANE

ALFRED F. BELLMY ESTATE TRUST  
DEVELOPMENT (BRUNNEN)

PHASE 1

TRACT 1  
PHASE 2

TIMBER CREEK

FRIESIDE DR.

HAROLD F.  
SCHLEGEL

PHASE 3

TRACT 2

Type "C" Fencing

Type "B" Fencing

Type "A" Fencing

Lot 19

Lot 18A

Lot 18B

Lot 18C

Lot 17

Lot 16

OAK HEIGHTS ADDITION

<b>RUSTIC TIMBERS</b>
<b>CONCEPT PLAN</b>
86.21 ACRES
Town of Flower Mound
Denton County, Texas

