

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2007 00128318

Instrument Number: 2007-128318

As
Deed

Recorded On: October 31, 2007

Parties: CENTEX HOMES

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Deed	23.00
Total Recording:	23.00

***** DO NOT REMOVE 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: 2007-128318

Receipt Number: 432654

Recorded Date/Time: October 31, 2007 10:21:34A

User / Station: P Sallee - Cash Station 4

Record and Return To:

CENTEX HOMES

DFW METRO

1603 LBJ FRWY STE 700

DALLAS TX 75234



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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

COPY

PARK DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

Centex Homes, a Nevada General Partnership ("Grantor"), for and in consideration of the sum of \$10.00 and other valuable consideration paid to Grantor by the City of Denton, Texas, a home rule municipal corporation ("Grantee"), has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, to Grantee all of that certain real property, together with appurtenances thereto and improvements thereon, including all right, title and interest in all adjacent public streets and rights-of-way, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

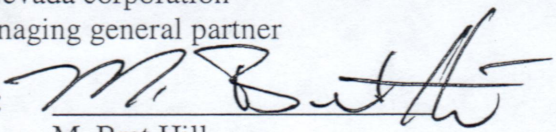
THIS CONVEYANCE IS MADE SUBJECT TO all of the following (the "Permitted Encumbrances"): (a) all covenants, conditions, restrictions, easements and other matters that appear of record in the Real Property Records of Denton County, Texas, except for debts and liens which Grantor expressly covenants to Grantee that the Property is being conveyed free and clear of; (b) all matters that are apparent by an inspection or survey of the Property; and (c) the covenant and restriction that the Property will only be used for park and recreation purposes and/or drainage and/or utilities.

Grantor, for the consideration and subject to the matters set forth herein, grants and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 29th day of August, 2007.

CENTEX HOMES,
a Nevada general partnership

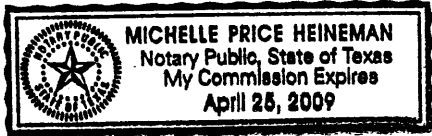
By: Centex Real Estate Corporation,
a Nevada corporation
Its: managing general partner

By: 
M. Bret Hill
Its: Chief Financial Officer
Dallas/Fort Worth Metro Division

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Park Deed was acknowledged before me on the 29th day of August, 2007, by M. Bret Hill (personally known to me), Chief Financial Officer of Dallas/Fort Worth Metro Division of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation, and the corporation executed this instrument as managing general partner on behalf of Centex Homes, a Nevada general partnership.



Michelle Price Heineman

Notary Public, State of Texas

My commission expires: 4/25/09

Exhibit "A"

Tract One:

Lot 1X, Block Z and Lot 1X, Block D of Wheeler Ridge Phase Three, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 538 of the Plat Records of Denton County, Texas.

Tract Two:

Lot 1X, Block S and Lot 11X, Block Z of Wheeler Ridge Phase Four, an addition to the City of Denton, Denton County, Texas, according to the amending plat thereof, recorded in Cabinet W, Page 901 of the Plat Records of Denton County, Texas.

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2007 00128319

Instrument Number: 2007-128319

As

Recorded On: October 31, 2007

Agreement

Parties: CITY OF DENTON TEXAS

Billable Pages: 14

To

Number of Pages: 14

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	63.00
Total Recording:	63.00

***** DO NOT REMOVE 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: 2007-128319

Receipt Number: 432654

Recorded Date/Time: October 31, 2007 10:21:34A

User / Station: P Sallee - Cash Station 4

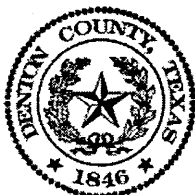
Record and Return To:

CENTEX HOMES

DFW METRO

1603 LBJ FRWY STE 700

DALLAS TX 75234



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

LANDSCAPE MAINTENANCE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THIS LANDSCAPE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between the **CITY OF DENTON, TEXAS**, a home rule municipal corporation (hereinafter referred to as "City"), and Wheeler Ridge Homeowners' Association, a Texas non-profit corporation (hereinafter referred to as "HOA"), to be effective upon execution of this Agreement by the City Manager or his duly authorized designee.

WITNESSETH:

WHEREAS, HOA desires to maintain the Landscape (as hereinafter defined) within public property located within the Wheeler Ridge Phases Three and Four, Additions to the City of Denton, Denton County, Texas, such public property being described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Park Property"); and

WHEREAS, City, under the terms and conditions set forth herein, is agreeable to HOA maintaining the Landscape in and upon the Park Property with the understanding that the Park Property is "Public Park Property" and must be accessible and available to the community for its enjoyment and leisure activities. The term "Landscape" means the grass and trees existing within the Park Property as of the Effective Date (defined below).

NOW, THEREFORE, for and in consideration of the covenants, obligations and undertakings to be performed by each of the parties to this Agreement, the said parties do hereby agree as follows:

1. HOA shall maintain the Landscape within the Park Property as provided herein.
2. HOA shall maintain the Landscape within the Park Property to a minimum maintenance classification standard of Class "B" as designated in the attached Exhibit C, City of Denton Parks and Recreation Department, Park Classification Plan for turfgrass maintenance, tree/shrub maintenance, and park litter control.
3. HOA shall provide the City with a primary contact person knowledgeable about property maintenance or improvements, along with a phone number(s) where they can be reached at all

times. A secondary contact person, along with a phone number(s) where they can be reached at all times shall also be provided to the City. The City shall maintain a database with said information solely for the operational and emergency purposes of the City. HOA shall notify the City in writing of any changes in the contact persons or phone numbers.

4. An Insurance certificate conforming to the provisions contained in attached Exhibit B, including the City of Denton as additional insured must be in effect for routine maintenance contractors for the Park Property during the term of this Agreement.
5. The developer of the subdivision has already installed the Landscape within the Park Property. The City accepts the Landscape within the Park Property in their condition existing as of the Effective Date. The HOA shall have no obligation to make any additional improvements to the Park Property.
6. HOA, its representatives, successors or assigns, at its sole expense, shall furnish all labor, materials, equipment, accessories and services, necessary to maintain the Landscape in a reasonably healthy and growing condition, replacing any plant materials when and as it becomes damaged, unsightly or dead. The HOA shall have no obligation to provide irrigation. If the HOA does not maintain the Landscape pursuant to the maintenance standards in this Agreement, the City, shall furnish the labor, materials, equipment, accessories, and services necessary to maintain the Landscape. The City shall invoice the HOA for all costs, materials, equipment, and labor necessary to maintain the Landscape as required above. The HOA agrees to pay said invoices upon receipt. If the HOA does not pay the invoices in a timely manner the City will proceed with collection along with damages and attorneys' fees.
7. The City may periodically inspect the Landscape under this Agreement, to determine that HOA is properly maintaining such Landscape. If, upon such inspection, City finds that HOA is not properly maintaining such Landscape, City shall notify HOA in writing, specifying the deficiencies. If HOA does not remedy such deficiencies within fifteen (15) days following receipt of such written notice, City shall have the option of performing the necessary maintenance work itself and/or terminating this Agreement forthwith.
8. The Agreement may be terminated by either party with a six month written notice. If the HOA elects to terminate this Agreement, notice

must be given in the month of March so the City can have ample time to incorporate the Landscape maintenance expenses into their annual budget process. HOA's termination may not be made until after the fifth anniversary date of this Agreement without the written consent of the City. The terminating party shall notify the non-terminating party in writing of its desire to terminate this Agreement and end HOA's maintenance responsibilities for the Landscape within the Park Property. Unless and until this Agreement is terminated, the Park Property will be maintained by the HOA under the common maintenance area provisions of the HOA covenants, which are recorded in Volume 5545, Page 1976 of the Real Property Records of Denton County, Texas, as amended pursuant to (i) Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded as Document Number 2004-135207 in the Real Property Records of Denton County, Texas; (ii) Second Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded as Document Number 2006-15739 in the Real Property Records of Denton County, Texas; (iii) Third Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded as Document Number 2007-24121 in the Real Property Records of Denton County, Texas; and (iv) Amendment to Declaration of Covenants, Conditions and Restrictions for Wheeler Ridge, recorded in the Real Property Records of Denton County, Texas.

HOA, at its sole expense upon request of the City, shall furnish all labor, materials, equipment, accessories and services to remove and replace any damaged or unwanted plant material to meet the City's standards set forth in Exhibit C, and leave the areas in a condition acceptable to the City.

9. The City shall have the right to place signs on the Park Property indicating the Park Property as City of Denton Park areas.
10. All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

City	City of Denton, Texas Attention: Director of Parks and Recreation 321 E. McKinney Denton, TX 76201 Fax: (940) 349-8384
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With copy to: City of Denton, Texas
Attention: City Attorney
215 E. McKinney
Denton, TX 76201
Fax: (940) 382-8596

HOA: Wheeler Ridge Homeowners' Association
c/o CMA
Attention: Diane Meyers
1500 Norwood Drive
Building C, Suite 300,
Hurst, Texas 76054
Fax: _____

The name and address for notification may be changed by written notice to the other party.

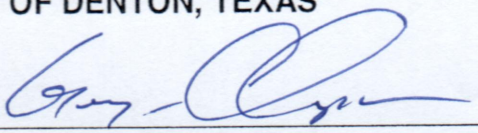
11. HOA and its successors and assigns, hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to any of the above, or damage to personal property belonging to any of the above, and arising out of or related in any way to the installation and maintenance of the Landscape, and maintenance of the said Park Property by HOA will ever be instituted by HOA, or its successors or assigns against the City of Denton, its elected officials, officers, agents or employees.
12. HOA and its successors and assigns, hereby covenants and agrees to indemnify and hold the City of Denton, its elected officials, officers, agents and employees harmless from and against any and all claims, losses, demands, suits, or causes of action (including court costs and attorneys' fees) of any nature whatsoever arising out of or related to the HOA's maintenance of the Landscape during the term of this Agreement and such duty shall survive the termination of this Agreement as to any claims arising out of events occurring during the Agreement term.
13. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party may assign or transfer an interest in this Agreement without the written consent of the other party.
14. This Agreement and all requirements hereunder may be modified or amended only by written instrument executed by HOA and the City, their representatives, successors, or assigns.

15. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and Denton County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Agreement.

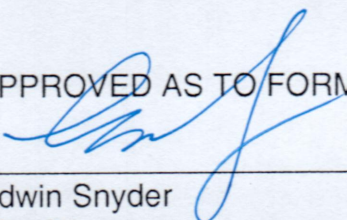
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, to be effective for all purposes as of _____, 2007 (the "Effective Date").

CITY OF DENTON, TEXAS

Date: 9-21-07

By: 
George C. Campbell
City Manager

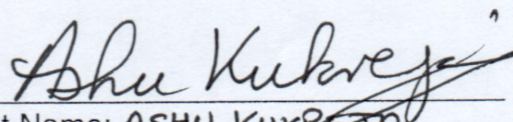
APPROVED AS TO FORM:



Edwin Snyder
City Attorney

WHEELER RIDGE HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation

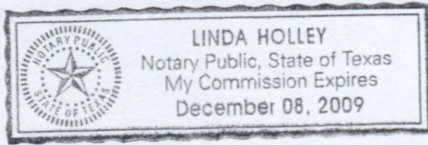
Date: August 27, 2007

By: 
Print Name: ASHU KUKREJA
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DENTON §

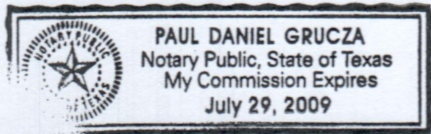
This instrument was acknowledged before me this 21st day of SEPTEMBER, 2007 by **George C. Campbell**, City Manager of the **CITY OF DENTON, TEXAS**, a home-rule municipal corporation, for and on behalf of said municipal corporation.



Linda Holley
Notary Public, State of Texas

STATE OF TEXAS §
 TARRANT §
COUNTY OF ~~DENTON~~ §

This instrument was acknowledged before me this 27th day of AUGUST, 2007, by ASHU KUBREJA, President of **WHEELER RIDGE HOMEOWNERS' ASSOCIATION**, a Texas non-profit corporation, on behalf of such corporation.



Paul Daniel Grucza
Notary Public, State of Texas

Exhibit A

Tract One:

Lot 1X, Block Z and Lot 1X, Block D of Wheeler Ridge Phase Three, an addition to the City of Denton, Denton County, Texas, according to the map or plat thereof, recorded in Cabinet W, Page 538 of the Plat Records of Denton County, Texas.

Tract Two:

Lot 1X, Block S and Lot 11X, Block Z of Wheeler Ridge Phase Four, an addition to the City of Denton, Denton County, Texas, according to the amending plat thereof, recorded in Cabinet W, Page 901 of the Plat Records of Denton County, Texas.

EXHIBIT B Insurance Requirements

HOA shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the HOA, HOA's agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage ("occurrence" Form CG 0001). "Claims made" form is unacceptable except for professional liability.

B. Minimum Limits of Insurance

HOA shall maintain not less than:

General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for (a) Premises - Operations; (b) Broad Form Contractual Liability; (c) Products and Completed Operations; (d) use of contractors and subcontractors; (e) Personal Injury; (f) Broad Form Property Damage; (g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability

a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insureds" as respects liability arising out of activities performed by or on behalf of the HOA, products and completed operations of the HOA, premises owned, occupied or used by the HOA/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or

volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.

b. The HOA insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the HOA's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

d. The HOA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than B VI, or, A or better by Standard & Poors. This requirement will be waived for workers' compensation coverage only for those HOA/contractors whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage

HOA/contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Exhibit C

MINIMUM MAINTENANCE REQUIREMENTS

City of Denton
Parks and Recreation Department
PARK CLASSIFICATION PLAN

TURFGRASS MAINTENANCE

MAINTENANCE TASK	Class A	Class B	Class C	Class D
Mow, edge, and trim	Every 7 days Mow at 2.5-3", clippings not collected. Leaves are shredded and returned to soil.	Every 14 days Mow at 2.5-3", clippings not collected. Leaves are shredded and returned to soil.	Every 30 days Mow at 2.5-3", clippings not collected. Leaves are shredded and returned to soil.	As needed to maintain an identified particular natural state or within City code
Fertilization	3 lbs Nitrogen per 1000 sf per year in 2 applications (1.5# / application)	1 lb Nitrogen per 1000 sf per year in one application	None	None
Irrigation	1"/week, repairs within 5 days	None	None	None
Aerification	3 times/year in conjunction with fertilizer applications	2 times per year	None	None
Overseed/sod	Overseed all bare areas in turfgrass once during growing season.	None	None	None
Leaf Removal	Mow & mulch	Mow & Mulch	None	None
Pesticide Program: - Weed Control Refer to IPM Program requirements before applying pesticides. Do NOT use products containing the active ingredients found in the following pesticides: 2-4,D, Dicamba, MCPP, and Simazine. Limit Fusilade, Surflan & Snapshot to planter and color beds ONLY.	January, February, March -Non selective herbicide on dormant bermuda -Pre-emergent in February to early March for summer grassy weeds (Barricade or Dimension – Pendimethalin Roundup on infield, base paths and fences in early March April, May, June MSMA in May &	Use cultural methods as well as timely post-emergent applications to control unwanted vegetation as needed. If needed, use low toxicity non-selective herbicide, one application per year, late night time frame. Roundup, Finale, or Manor may be used.	As needed to maintain an identified particular natural state or within City code.	As needed to maintain an identified particular natural state or within City code.

<p>Limit Rodeo to banks of creeks and ponds, hand sprayers only.</p> <p>Limit Primo to Hardscape items.</p> <p>Blue dye must be added to all spot spray applications, NOT broadcast spray.</p> <p>Post signs for at least 72 hours after application of any pesticide.</p> <p>Minimize contact with public.</p>	<p>June (2 applications 7-10 days apart) for grassy weeds if needed. Roundup on infield, base paths and fences in April & June. Treat for Fire Ants in May with Logic bait (growth regulator) 1 pound per acre.</p> <p>July, August, September Pre-emergent for winter weeds by September 10. Treat for grub worms in late July/ August as needed.</p> <p>October, November, December Treat for Fire Ants in October with Logic bait (growth regulator) 1 pound per acre</p>			
<p>Fertilizer & Aerification Program</p>	<p>January, February, March No fertilization or aerification during this period.</p> <p>April, May, June A single application of fertilizer should take place in mid May. It should be applied at 1 pound of Nitrogen per 1000 sf. Aerification of turf should be done just prior to application of fertilizer.</p> <p>July, August, September One application of fertilizer should take</p>	<p>Treat as needed to prevent loss of turf</p>	<p>None</p>	<p>None</p>

	<p>place during this period in mid July. It should be applied at 1.5 pounds of Nitrogen per 1000 sf.</p> <p>October, November, December No fertilization or aerification during this period.</p>			
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City of Denton
Parks and Recreation Department
PARK CLASSIFICATION PLAN
TREE / SHRUB MAINTENANCE

MAINTENANCE TASK	Class A	Class B	Class C	Class D
Tree Trimming	Remove low limbs as needed for safety & equipment access.	Only hazardous limbs as needed.	Only hazardous limbs as needed.	Only hazardous limbs as needed.
Shrub Trimming	Complete trim 3 times per year.	Complete trim 2 times per year.	Not performed	Not performed
Pesticide Program Refer to IPM Program requirements before applying pesticides.	As needed to prevent loss of plant material.	As needed to prevent loss of plant material.	Not performed	Not performed
Fertilization	2 times/year	Not performed	Not performed	Not performed
Stump Removal	As needed when higher priority projects are completed.	As needed during winter.	As needed during winter.	Only hazardous trees as needed, others maintained for wildlife habitat.

City of Denton
Parks and Recreation Department
PARK CLASSIFICATION PLAN
PARK LITTER CONTROL

MAINTENANCE TASK	Class A	Class B	Class C	Class D
Pick up trash & litter; empty receptacles	Pick up trash and litter 5 days per week.	Pick up trash, litter and other debris twice per week from April through October. From November through March, pick up trash in all conspicuous park areas once per week.	Pick up trash, litter and debris from all conspicuous park areas weekly from April through October, monthly from November through March.	Remove illegal dumping as needed.