

Whiffletree Home Owners' Association
Annual HOA Meeting
November 27, 2023

7:02 pm: The November WHOA Board Meeting was called to order by Jim. The meeting was held on Zoom.

2023-2024 Officers Attending:

- ✓ Jim Skelly – President
- ✓ Tommy Mrazek – Vice President
- ✓ Bill Ostergren – Treasurer
- ✓ Lisa Kravitz – Secretary
- ✓ HB Bartz – Membership Committee Chair
- ✓ Tom Dixon – Beautification Committee Chair
- ✓ Bill Webb – Social Committee Chair
- X Tom Moore – Crime Watch Committee Chair
- X TBD – Welcoming Committee Chair

WHOA Members Attending

- ✓ Alan Kravitz

Minutes October 2023 Meeting:

- Tom D. moved to approve the minutes from the WHOA Board meeting held in October 2023. Bill seconded; Board approved.

Social – Bill Webb

- Winter Social
 - Bill has contacted Napoli's
 - Tentative date: Jan 22, 2024

Membership – HB Bartz

- Online Directory discussion
 - Per Connie, online directories was not successful.
 - Alternative – put contents in PDF to be saved to a personal device.
 - Send in email or kept on WHOA site.
 - Connie does not have ability to provide a way for people to update their info.
 - HB polled some residents about preference for online or paper directories. Most preferred paper, but HB suggested we survey the neighborhood. Note: less printed copies will reduce overall costs.
 - Selling ads in directory could subsidize the directory costs. Maybe should investigate after online/paper survey. There is a lot to investigate for selling ads: vetting advertisers, charging schemes, for example.

Treasurer's Report – Bill Ostergren

- October report sent via email to the WHOA Board
 - Still missing some charges from October, but balance is stable year over year.

Welcoming – (Bill Webb - acting)

- 19 new families in the neighborhood that closed since January 2023.
- Welcome Gift basket: Whiffletree mugs, Document Folder HOA information, Directory.
- Need to get Welcome Committee activity reports each month to indicate what neighbors were welcomed that month.
- Jim suggested to retro back 3-4 months to Welcome neighbors.

Crime Watch – Tom Moore (absent)

- No update

Beautification Report – Tom Dixon

- Halloween decorations are down, Christmas decorations are up!
 - Rainy days cause electrical shorts at the entrances, so Tom D. must flip the breakers.
- YOM – Earlier, Robert indicated that there would be a November YOM, but there are no YOM nominations for November.
 - December YOM for Holiday/Christmas decorations.
- Vitality Grant
 - Jim was asked to agree to an Indemnification agreement for landscaping with the City of Plano.

- Jim sent the document to the Board to approve before he signed it and returned it to City of Plano.
- Document is attached – let me know if it is not accessible.
- Tom moved and HB seconded to approve the agreement.

Old Business

Newsletter:

- Notable Neighbors
 - Check out the [WHOA website](#) to see the Notable Neighbors article about Boots Blaquiere.
 - Next story is in the works. Looking for candidates for next articles.
 - Jim will reach out to the neighborhood for notable neighbor nominations.
 - Tom D. suggested adding the Plano Police as possible articles. Or Mathews Elementary, or Davis Library.

City of Plano Engineering Project along Independence

- No update – may start early 2024
- Clymer – Caravan screening wall to be replaced.
 - The sidewalk will also be replaced – it will affect landscaping.

NTFB Peanut Butter Drive – Tommy Mrazek

- \$4150 donated (down from last year, but still a good showing for Whiffletree)
 - Nuttiest Neighborhood: Whiffletree finished in 2nd place this year.

Fittest Neighborhood 2023

- Whiffletree has 52 participants. But the fittest neighborhood competition scoring is not an average of the entire neighborhood, just average of those who participated. Old Shepard Place won this year. Whiffletree had the most participants!
- Whiffletree resident, Jack Stevens on Leigh Drive, won the overall fittest person.

City of Plano Short-Term Rental Task Force

- Jim is on the task force. 19 people – some have short-term rentals
 - Developing a law/city ordinance about STRs.

Neighborhood Garage Sale

- Only ~4 houses participated in 2023.

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Jim moved to adjourn, and Tom D. seconded, Board approved.  
7:50pm Meeting was adjourned.

Next WHOA Board meeting is scheduled for January 8, 2023, at 7pm on Zoom.

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT  
WHIFFLETREE HOMEOWNERS ASSOCIATION, INC.**

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STATE OF TEXAS

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COUNTY OF COLLIN

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**KNOW ALL MEN BY THESE PRESENTS:**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "City"), and **WHIFFLETREE HOMEOWNERS ASSOCIATION, INC.**, a Texas corporation, (hereinafter referred to as "HOA") to be effective upon execution of this Agreement by the City Director of Parks and Recreation or his duly authorized designee.

**WITNESSETH:**

**WHEREAS**, HOA desires to maintain certain landscaping and irrigation improvements in a portion of property managed by the HOA, in the City of Plano, Collin County, Texas, as described and depicted in Exhibit "A," attached hereto and incorporated herein (hereinafter called "Property"); and

**WHEREAS**, City, under the terms and conditions set forth herein, is agreeable to HOA maintaining the landscape and irrigation improvements (hereinafter called "Improvements") in and upon the Property.

**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 Improvements within that certain portion of the Property as described in Exhibit "A," attached hereto and incorporated herein.
2. 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. HOA shall notify the City in writing of any changes in the contact persons or phone numbers.
3. At any time that HOA installs, modifies, performs, or causes to be installed, modified or performed, major renovations or repairs to the Improvements, HOA shall provide or cause to be provided the minimum requirements of insurance set forth by the City as shown in Exhibit "B," attached hereto and incorporated herein and must furnish certificates of insurance to the City before commencing any work on the Property. Any paid labor providing installation services on the Property must also meet and maintain the minimum insurance requirements and shall furnish certificates of insurance to the City.

4. At any time that HOA provides routine maintenance to the Improvements, insurance is not required. Insurance will be required before major renovations or repairs commence, that necessitates the use of heavy equipment such as back hoes, trenchers, or skid steers or the closing of traffic lanes.
5. This section shall apply only to the installation of landscape material, irrigation equipment, and/or other major landscaping Improvements.
  - (a) Prior to installation of the Improvements, HOA shall submit two (2) copies of the complete plans and specifications for such Improvements to the City Parks and Recreation Department. The plans and specifications shall be drawn to a known scale, including dimensions and distances, and shall clearly indicate the location, type, size and description of all proposed landscape materials and total quantities. In addition, the plans and specifications shall clearly indicate the configuration, location, type, and total number of heads and controllers to be used in any irrigation system to be installed for the landscaped areas. Any signage, berms, walls, structures, or the Improvements existing or to be installed or constructed shall be shown on the plans and specifications. All such Improvements or structures shall comply with all applicable ordinances of the City.
  - (b) Upon submission of the plans and specifications, the City shall determine if the Improvements proposed are of such quality as to improve and enhance the site and its surrounding areas and as to be of minimal maintenance requirements. To this end, the City has the right to require such revision to the original plans and specifications as are necessary to achieve the standards set out above.
  - (c) Any installation of Improvements within medians, rights-of-way or other public property under this Agreement must be in full compliance and accordance with the plans and specifications approved by the City.
  - (d) The primary landscaping plant materials that may be used by HOA shall be trees, grass, and shrubbery.
  - (e) Irrigation controllers will be equipped with functioning freeze protector and rain sensor.
  - (f) HOA shall furnish or cause to be furnished, at its own expense, all labor, equipment accessories and services necessary to install all Improvements in accordance with the approved plans and specifications.
  - (g) The City shall have the right to inspect, but it is not obligated to inspect such installation. The City shall require such steps to be taken as are necessary to cause proper installation to be accomplished.
  - (h) Upon completion of the installation to the satisfaction of the City, written confirmation thereof shall be furnished to HOA.



6. HOA, its representatives, successors or assigns, at its sole expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain (1) irrigation equipment in proper working order and (2) all plant material in a healthy, vigorous growing condition, replacing any plant materials when and as it becomes damaged, unsightly or dead. HOA shall, at its sole expense, provide water for the purpose of irrigation.
7. The City may periodically inspect the Improvements under this Agreement to determine that such Improvements are being properly maintained by HOA. If, upon such inspection, City finds that HOA is not properly maintaining such Improvements, 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. This Agreement may be terminated by either party with a ninety (90) day written notice. HOA shall notify the Director of Parks and Recreation of the City in writing of its desire to terminate this Agreement and end its maintenance responsibilities for the Property. If termination is exercised by either party to this Agreement, their representatives, successors or assigns, all Improvements, except trees and tree irrigation, may be removed by the HOA on or before the expiration of ninety (90) days after written notification of intent to terminate. Improvements remaining after ninety (90) days elapse from the date of termination notice shall become the property of the City. HOA, at its sole expense and upon request of the City, shall furnish all labor, materials, equipment, accessories and services to ensure tree irrigation equipment is in proper working order and to remove and replace any damaged or unwanted plant material to meet the City's standards for low maintenance landscaping, leaving the areas in a condition acceptable to the City. The City reserves the right not to operate the irrigation system.
9. 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 Plano, Texas  
Attention: Director of Parks and Recreation  
P. O. Box 860358  
Plano, TX 75086-0358

With copy to: City of Plano, Texas  
Attention: City Attorney  
P. O. Box 860358  
Plano, TX 75086-0358

HOA: Whiffletree HOA  
Attn: HOA President  
PMB 288  
3948 Legacy Drive  
Suite 106  
Plano, TX 75023

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

10. Indemnification

**THE HOA AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY HOA'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE HOA, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE HOA IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**HOA AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF HOA'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF HOA'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. HOA SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF HOA FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN**

**EXHIBIT "A"**

**Description of Landscaping and Irrigation Improvements & Highlighted Plats**

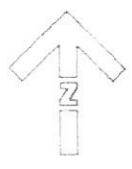
Whiffletree HOA maintains landscaping and irrigation in the right of way as indicated in the attached plats.







Exhibit "A"



THE PURPOSE OF THIS PLAT IS TO CHANGE THE 30-BUILDING LINES TO 25-BUILDING LINES. LOT DIMENSIONS MAY CHANGE ON BLOCK 8 LOTS 17, 13, 14, 17, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PLAT  
**WHIFFLETREE V**  
ORIGINALLY FILED UNDER PLAT NO. 100 IN THE COUNTY PLAT RECORDS  
CITY OF FOLSOM, CALIFORNIA, FOLSON, CALIF.  
No. 1758  
FILED 6/19/97 10:23 AM  
BY [Signature]  
COUNTY CLERK  
FOLSOM, CALIF.



1758  
FILED 6/19/97 10:23 AM  
BY [Signature]  
COUNTY CLERK  
FOLSOM, CALIF.

WHIFFLETREE V  
CAB 3-54  
S.A. [Signature]  
CITY OF FOLSOM, CALIF.

POINT OF BEGINNING

FOLSON INVESTMENTS

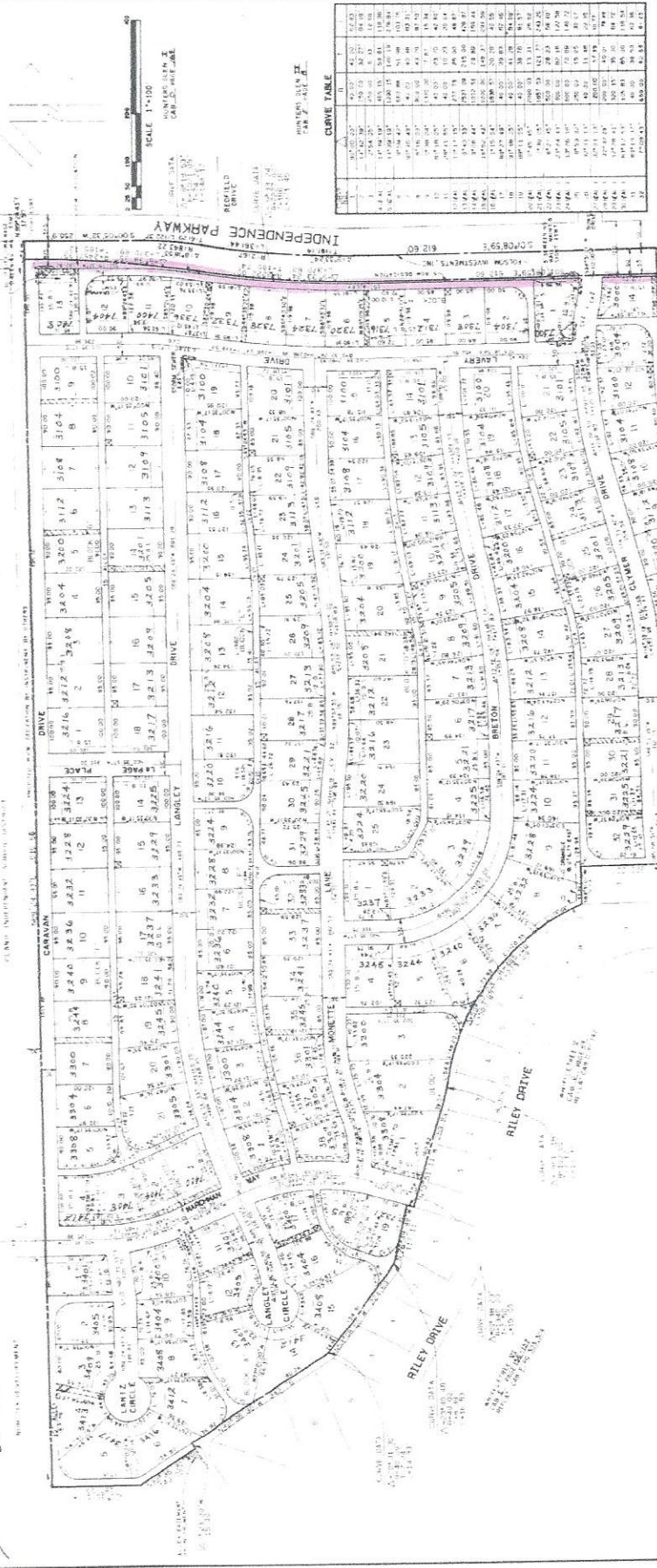
IMPROVED CHANNEL

CARRIAGE ROAD

POINT OF BEGINNING

P 624

Exhibit 'A'



**CURVE TABLE**

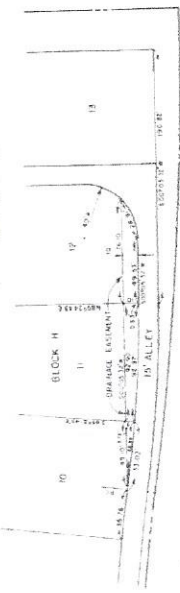
| STATION | CHORD BEARING   | CHORD DIST. | ARC DIST. | ARC BEARING | ARC CURVATURE | ARC AREA | ARC PERIMETER |
|---------|-----------------|-------------|-----------|-------------|---------------|----------|---------------|
| 1       | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 2       | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 3       | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
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| 20      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
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| 24      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
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| 26      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 27      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 28      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 29      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 30      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 31      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 32      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 33      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 34      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 35      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 36      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 37      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 38      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 39      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 40      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 41      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 42      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 43      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 44      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 45      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 46      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 47      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 48      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 49      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |
| 50      | N 89° 57' 30" W | 100.00      | 100.00    | 89° 57' 30" | 0.0000        | 0.0000   | 0.0000        |

**WHIFFLETREE VII**  
 6.4-497 ACRES TRACT  
 607 OF THE GRIZEL-KIRKBY-CLAWY-BREHMEY TRP  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

**NOR-TEX DEVELOPMENT CORP**  
 12411 964-7694

**COOK CONSULTANTS, INC.**  
 12411 964-7694

ACCT # 3057  
 PK 86



**DRAINAGE EASEMENT DETAIL**  
 LOT 10, 11, 12 - BLOCK H

802 200 871 964-8155 02 3.17.96 0541-4839-08



- 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.