

THE STATE OF TEXAS

2041088

COUNTY OF DALLAS

10/24/02 3519335 \$41.00  
Deed

AMENDED AND MERGED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE CARE AND MAINTENANCE OF THE AREAS

WITHIN

REGENCY PLACE

(A residential subdivision and an  
addition to the City of Dallas)

THIS DECLARATION is made by HOMEOWNERS' ASSOCIATION OF  
REGENCY PLACE, INC., a Texas Non-Profit Corporation, (hereinafter sometimes  
referred to as "Declarant" or "Association"):

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for  
the Care and Maintenance of Common Areas within Regency Place, (a Residential  
Subdivision and an Addition to the City of Dallas) was executed March 12, 1979,  
recorded in Volume 79054, page 1671, Deed Records of Dallas County, Texas, and

WHEREAS, that certain Supplementary Declaration of Covenants, Conditions and  
Restrictions for the Care and Maintenance of Common Areas within Regency Place,  
Phase 2 (a residential subdivision and an addition to the City of Dallas) was executed on  
November 15, 1979, recorded in Volume 79233, page 1826, Deed Records of Dallas  
County, Texas, and

WHEREAS, it is considered necessary and desirable to amend, merge and  
supersede the terms and conditions of the Declarations referred to hereinabove.

WHEREAS, The Association is the governing authority and owner of a certain  
segment of that real property referred to in Article II and described within Exhibit A of  
this Declaration, which represents a Planned Development District (in accordance with  
the Comprehensive Zoning Ordinance of the City of Dallas) which is known as "Regency  
Place." Association desires to impose these covenants and restrictions on the subject  
property to comply with the requirements of local governmental officials and the

Comprehensive Zoning Ordinance of the City of Dallas, Texas and utility companies to better ensure the care and maintenance of the common areas within Regency Place;

WHEREAS. in accordance with requirements of the city Plan Commission concerning disclaimer, the Association hereby makes the following announcement:

NOTICE TO PURCHASER: The City of Dallas has made no determination as to the advisability or inadvisability of purchasing property encumbered by the Covenants, Conditions and Restrictions contained in this document.

NOW, THEREFORE, the real property referred to in Article II and described within Exhibit "A", and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to herein as "the Covenants") hereinafter set forth:

## ARTICLE I.

### CONCEPTS AND DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following concepts and meanings:

(a) "Association is the entity which has the power, duty and responsibility of maintaining and administering the Common Properties and other properties ("the Areas") and administering and enforcing the Covenants and collecting and disbursing the assessments and charges hereinafter prescribed

(b) "Properties" shall mean and refer to all existing property as described on "Exhibit A", and any additions thereto, subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean that area designated as such on that certain plat recorded in Volume 79054, page 1691. of the Map/Plat records of Dallas County, Texas, together with any and all improvements that are now or may hereafter be constructed thereon. The Association holds record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties. Association reserves the right to execute any open space declarations applicable to the Common Properties which may be permitted by law in order to reduce property taxes.



(d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential dwelling.

(e) "Owner" shall mean and refer to each and every person or business entity who is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security merely for the performance of an obligation.

(f) "Member" shall mean and refer to each Owner of a Lot.

## ARTICLE II.

### MERGER OR CONSOLIDATION

Upon a merger or consolidation of the Association (as an incorporated entity) with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration for the existing property together with the covenants and restrictions established upon any other properties as one scheme.

## ARTICLE III.

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. When more than one person holds an interest or interests in any lot, all such persons shall be members but, and the vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with any such lot.

Section 2. Quorum, Notice and Voting Requirements. Notice, voting and quorum requirements for the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

#### ARTICLE IV.

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and any tenant of a Member and each individual who resides with either of them, respectively, on a Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of each respective Lot, PROVIDED, HOWEVER, such easement shall not give such person (excluding the Association) the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Association will hold record title to the Common Properties, subject to the easements set forth in Section I above. The Association shall have the right and option (without the joinder and consent of any person or entity, save and except. any consent, joinder or approval which may be required by the City of Dallas) to, alter, improve, landscape and maintain the Common Properties, provided that Association fully and timely complies with any and all requirements of the City of Dallas. At no time will any Member or Owner have a direct or undivided ownership interest in the Common Properties. Association reserves the right to execute any open space declarations applicable to the Common Properties which may be permitted by law in order to reduce property taxes.

Section 3. Extent of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to enter into and execute contracts with any party for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association and/or this Declaration;

(b) The right of the Association to take such steps as are reasonably



necessary to protect the Common Properties against foreclosure;

(c) The right of the Association to suspend the voting rights of any Member and to suspend the right of any Member to use or enjoy any of the Common Properties for any period during which any assessment against a Lot resided upon by such Member remains unpaid, and for any period not to exceed sixty (60) days for an infraction of the then-existing (if any) rules and regulations;

(d) Subject to approval by written consent by the Members having a majority of the outstanding votes of the Association, to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by such Members.

## ARTICLE V.

### COVENANTS FOR ASSESSMENTS

#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Association, for each Lot owned by it (if any) within the Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies): (1) regular assessments or charges for maintenance, taxes and insurance on all or portions of the Common Properties and for landscape services on those properties lying outside any fenced or otherwise enclosed area of a residence constructed on a lot (2) special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions of any improvements thereon, limited yard maintenance contracts for member properties, for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereafter; and for carrying out the various matters set forth or envisioned herein or in any Supplementary Declaration related hereto; and for any matter or thing designated by the City of Dallas in connection with any zoning, subdivision, platting, building or development requirements.

Section 3. Basis and Amount of Regular Maintenance Assessments  
From and after the original date of commencement of regular maintenance assessments, the regular maintenance assessment shall be a specific sum established in accordance with the By-laws of the Association. .

Section 4. Special Group Assessments. In addition to the regular assessments authorized by Section 3 hereof, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of all or any portion of the Common Properties; PROVIDED THAT any such assessment shall have to be a specific sum established in accordance with the By-laws of the Association.

Section 5. Rate of Assessments. Both regular and special group assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Assessments; Due Dates. The regular maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the initial date of commencement. The Board of Directors may prescribe from time to time that the regular assessments are to be collected on an annual, semiannual, quarterly or monthly basis, and accordingly, the Board of Directors shall prescribe the appropriate due dates. All regular assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any regular maintenance assessment or special assessment under Sections 3 and 4 hereof, shall be fixed in the respective resolution authorizing such assessment.



**Section 7. Duties of the Board of Directors with Respect to Assessments.**

(a) In the event of a revision to the amount or rate of the regular assessment, or establishment of a special group or special individual assessment, the Board of Directors of the Association shall fix the amount of the assessment against each Lot, and the applicable due date(s) for each assessment at least sixty (60) days in advance of such date or period and shall at that time, prepare a roster of the Lots and assessment applicable thereto which shall be kept in the office of the Treasurer of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon reasonable demand furnish to any Owner originally liable for said assessment, a receipt signed by the treasurer of the Association signifying payment.

**Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.**

(a) If any assessment or any part thereof is not paid on the date(s) when due then the unpaid amount of such assessment shall be considered delinquent and shall, together with interest thereon at the highest permitted lawful rate per annum and costs of collection thereof thereupon become a continuing debt secured by a self-executing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association may also give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days of the original date due, provided that the Association has thereto-fore been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

(c) If any assessment or part thereof is not paid when due, the unpaid amount of such assessment shall bear interest from and after the date when due at the highest permitted lawful rate per annum, and the Association may, at its election, retain the services of an attorney for collection and there shall also be added to the amount of such unpaid assessment any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.

**Section 9. Rights of City of Dallas.** In the event the Association shall fail or refuse to maintain the appearance and condition of the Common Properties which the Association is obligated to maintain hereunder, the City of Dallas, Texas shall have the right and may assume the duty of performing all such maintenance obligations of the Association at any time, upon giving written notice to the owners or at any time after the expiration of ten (10) days after receipt by the Association of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied, whichever notice shall be appropriate. Upon assuming such maintenance obligations, the City of Dallas may levy an assessment upon each Lot on a pro rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During the period the City of Dallas has a right and assumes the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of the City of Dallas to maintain the Common Properties shall cease and terminate when the Association shall present to the City of Dallas reasonable evidence of its willingness and ability to resume maintenance of the Common Properties. In the event the City of Dallas assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Dallas, its agents, representatives and employees shall have right of access to and over the common Properties for the purpose of maintaining, improving and preserving the same; and in no event, and under no circumstances, shall the City of Dallas be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction relating in any manner to maintaining, improving and preserving the Common Properties, or to any Owner, the Association or any other person for failure to perform such maintenance. This Section 9 may not be altered or changed without the consent of the City Council of the City of Dallas evidenced by Resolution.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessment provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to the sale (whether public or private) of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessment thereafter becoming due nor from the lien of any such subsequent assessment.



Section 11. Exempt Property. The following property otherwise subject to this Declaration shall be exempted from any assessments, charge and lien created herein:

(a) All properties dedicated to and accepted by a local public authority and devoted to public use.

(b) All Common Properties as defined in Article 1 hereof.

## ARTICLE VI.

### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

The affairs of the Association shall be conducted by its Board of Directors in accordance with the Articles of Incorporation and the By-laws of the Association.

## ARTICLE VII.

### INSURANCE, REPAIR AND RESTORATION

Section 1 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest Of the Association, its Board of Directors, agents and employees, and of all Members of the Association, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location, and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, as determined annually by the insurance carrier.

(b) Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Owners and Members with respect to the Common Properties.

(c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds.

Section 2. Insurance Proceeds. The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

Section 3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided for in Article V of this Declaration to cover the deficiency.

## ARTICLE VIII.

### USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

Section 1. Restricted Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

Section 2. Damage to the Common Properties. Each Member shall be liable to the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and guests.



Section 3 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees .

## ARTICLE IX

### EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Properties are reserved by Association for itself, its successors and assigns and all utility companies serving the Properties and the Common Properties. Full rights of ingress and egress shall be had by Association and its successors and assigns at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility .

Section 2. Ingress, Egress and Maintenance by the Association Reasonable rights of ingress and egress shall be had by the Association at all times over and upon any setback areas applicable to any Lot for the maintenance of existing landscaping and for repair of the Common Properties, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical; and any damage caused thereby shall be repaired by the Association .

### Section 3. Maintenance by the City of Dallas.

In order to exercise and carry out its right to maintain the Common Properties as set forth within Article V, Section 9 hereinabove, the City of Dallas shall have any and all easements and rights thereto as are extended or provided by the provisions of Sections 1

and 2 of Article IX hereinabove in addition to any other easements or rights set forth elsewhere within this Declaration.

## ARTICLE X.

### REGISTRATION

Each and every Lot Owner shall have an affirmative duty to provide written information to the Association confirming: (a) the full name and address of the Lot Owner; (b) the name of each tenant of a Lot Owner and each individual who resides within the residential dwelling of the Lot Owner; and (c) such other information as may be reasonably requested from time to time by the Association and to supplement or revise any and all prior written information within thirty (30) days after a material change has occurred.

## ARTICLE XI.

### GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of these Covenants shall run with and bind the land subject to these Covenants, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date that these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast seventy percent (70%) of the votes of the Association and recorded in the Deed Records of Dallas County, Texas, which contains and sets forth an agreement to abolish the Covenants; provided, however, no such agreement (where approved by less than ninety-five percent (95%) of the votes of the Association) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 1 of this Article, these Covenants may be amended and/or changed in part as follows:



These Covenants may be amended or changed upon the express written consent of at least seventy percent (70%) of the outstanding votes of the members.

Any and all amendments shall be recorded in the office of the County Clerk of Dallas County, Texas. However, in no event shall Section 9 of Article V, or Section 3 of Article IV, or this instant sentence within Section 2 of Article XI be altered or changed without the consent of the City Council of the City of Dallas evidenced by Resolution.

Failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Validity Violation of or failure to comply with these Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. Invalidation of any one or more of these Covenants, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Dallas (including without limitation City of Dallas Ordinance No. 15997 or the Planned Development District provisions appearing within Division 10-600 of the Comprehensive Zoning Ordinance of the City of Dallas and all amendments thereto), then such municipal requirement shall control.

Section 4. Headings. The headings contained in these Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of these Covenants. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. .

Section 5. Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of these Covenants shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Notices to Mortgagees. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/member/owner in the performance of such mortgagor's/member's/owner's obligation(s) as established by these Covenants, provided that the Association has been

theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification.

Section 7. Disputes. Matters of dispute or disagreement between or with Owners with respect to interpretation or application of the provisions of these Covenants, shall be determined by the Board of Directors, whose good faith determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners; provided, however that this shall not preclude any owner from pursuing any legal remedy otherwise available to such owner following a decision by the Board of Directors.

IN WITNESS WHEREOF, The Declarant being the Association herein, has caused this instrument to be executed this 17<sup>th</sup> day of October, 2002.

HOMEOWNERS' ASSOCIATION of REGENCY  
PLACE, INC.,  
A TEXAS NON-PROFIT CORPORATION.

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

*Cheryl A. Smith*

President





THE STATE OF TEXAS    )  
COUNTY OF DALLAS    )

BEFORE ME, THE undersigned Notary Public in and for said County and State, on this day personally appeared Cheryl S. March known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HOMEOWNERS' ASSOCIATION of REGENCY PLACE, INC., a TEXAS NON-PROFIT CORPORATION and that she executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of Oct,  
2002

Genii Huff  
~

Notary Public, Dallas, County,  
Texas

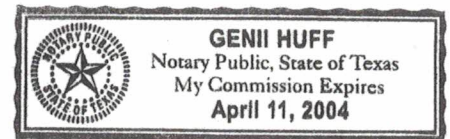


EXHIBIT "A"

TRACT I

A tract of Land situated in the James Byrd Survey, Abstract No. 84 and the Edward Wilburn Survey, Abstract No. 1583, Dallas County, Texas and being part of City of Dallas Block No. 8175 and being more particularly described as follows:

BEGINNING at a point in the east line of Preston Road (100' R.O.W.), said point being S 00° 22' 18" E, 200.20 feet along said east line from the south line of Hughes Lane;

THENCE N 89° 37' 42" E, 450.00 feet;

THENCE S 69° 48' 56" E, 170.88 feet;

THENCE S 00° 22' 18" E, 956.25 feet;

THENCE S 89° 37' 42" W, 213.91 feet;

THENCE S 00° 35' 18" E, 232.09 feet;

THENCE S 88° 34' 03" W, 410.09 feet;

THENCE in a northerly direction with a curve to the left, said curve having a central angle of 2° 24' 04" and a radius of 5779.58 feet and a chord bearing of N 2° 16' 45" E, for an arc distance of 242.21 feet;

THENCE N 89° 37' 42" E, 128.85 feet;

THENCE N 00° 22' 18" W, 242.37 feet;

THENCE in a westerly direction with a curve to the left, said curve having a central angle of 6° 55' 00", a radius of 102.00 feet and a chord bearing of S 73° 08' 18" W, for an arc distance of 12.31 feet;

THENCE in a westerly direction with a curve to the right, said curve having a central angle of 19° 56' 54", a radius of 148.00 feet and a chord bearing of S 79° 39' 15" W, for an arc distance of 51.53 feet;

THENCE S 89° 37' 42" W, 64.71 feet;

THENCE N 00° 22' 18" W, 784.00 feet to the PLACE OF BEGINNING and containing 15.60 acres of land.



## TRACT II

A tract of land situated in the James Byrd Survey, Abstract No. 84 and the Edward Wilburn Survey, Abstract No. 1583, and said tract being a part of City of Dallas Block No. 8175, Dallas County, Texas and included in said tract are two tracts Quit Claim by the State of Texas to Preston Regency Corp. by Deed as recorded in Volume 79172, Page 1492 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

Beginning at a point In the West R.O.W. line of Highmark Square, said point being the Northeast corner of Lot 45, Block 5/8175 of Regency Place, an addition to the City of Dallas, Texas as recorded In Volume 79054, Page 1600 of the Deed Records of Dallas County, Texas;

Thence S 89° 37' 42" W, a distance of 128.85 ft. to a point in the East R.O.W. line of Preston Road (100 ft. R.O.W.);

Thence In a Northerly direction, along the East R.O.W. line of Preston Road with a curve to the left, said curve having a chord bearing of N 0° 21' 12" E, a central angle of 1° 27' 01" and a radius of 5779.58 ft., a distance of 146.29 ft.;

Thence N 0° 22' 18" W, a distance of 125 ft.;

Thence S 45° 19' 16" E, a distance of 58.31 feet to a point in the South R.O.W. line of High Court Place;

Thence N 89° 37' 42" E, along the South R.O.W. line of High Court Place, a distance of 23.51 ft.;

Thence in an easterly direction with a curve to the left, said curve having a central angle of 19° 56' 54" and a radius of 148 ft., a distance of 51.53 ft.;

Thence in an Easterly direction with a curve to the right, said curve having a central angle of 6° 55' and a radius of 102 ft., a distance of 12.31 ft. to a point in the West R.O.W. line of Highmark Square;

Thence S 0° 22' 18" E, along the West R.O.W. line of Highmark Square a distance of 242.37 ft. to the

Point of Beginning and containing 0.6985 acres of land.