

statutes and codes of any city, county, state or federal governmental body or unit applicable to the Land.

Association - The entity which, when and if Declarant decides to create such entity, will have the power, duty and responsibility of administering and enforcing this Amended Declaration. The Association shall be formed as a non-profit corporation in accordance with the laws of the State of Texas (under the name "The Highlands Association, Inc." or a similar or comparable name, depending upon the then-existing availability of such corporate name(s)) for the purposes set forth herein.

Buildings or Structures - Enclosures, walls, buildings, and structures created, erected or placed on the Land or any portion thereof for principal use as office space, warehouse, retail, commercial, manufacturing, or any other use permitted by this Amended Declaration, including, without limitation, enclosures, buildings and structures for parking of motor vehicles.

Bylaws - The Bylaws of the Association, as amended from time to time.

Declarant - Amending Owner and the successor(s) and assigns(s) (if any) of Amending Owner who shall receive by written assignment from Amending Owner all or a portion of its rights hereunder as Declarant. No Owner or person or entity merely purchasing one or more Tracts from an Owner shall acquire any rights in or be considered as "Declarant".

Improvements - All Buildings, Structures, Parking Facilities, personal property, fixtures and things placed or erected on, in, over or under or affixed to the Land or any portion thereof, including specifically without limitation, streets, roads, lighting, incinerators, trash disposal units, fences, walls, fountains, antennas, signs, pools and flag poles.

Land - All real property encumbered by this Amended Declaration, at the point in time in question, taking into consideration that additional real property may be added to this Amended Declaration from time to time and real property subject to this Amended Declaration may be released from this Amended Declaration from time to time, all in accordance with the terms set forth herein.

Landscape Areas - All areas within a Tract not containing Improvements.

Member - As defined in Article II.

Owner - The record owner of fee simple title to any Tract.

Parking Facilities - All improvements placed, erected or created and maintained on any portion of the Land for the purpose of parking motor vehicles.

Tract - Each tract constituting a portion of the Land owned by an Owner.

ARTICLE II

FORMATION, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Formation of Association. On the date hereof, the Association has not been created. Declarant shall determine when and if to form the Association which decision shall be at the sole and absolute discretion of Declarant and may be dependent upon, among other things, the development and improvement of the Existing Properties or a substantial portion thereof. At such time as Declarant elects to form the

Association, Declarant shall give written notice thereof to each Owner. The terms of the Articles of Incorporation and By-Laws of the Association shall be determined by Declarant. Prior to the formation of the Association and the giving of such notice to the Owners, all of the powers and rights of the Association shall be vested in and be exercised by Declarant.

Section 2. Board of Directors. The number of directors constituting the Board of Directors of the Association (the "Board"), the term of each director and the manner of electing the Board shall be set forth in the Articles of Incorporation and/or By-Laws of the Association. The Board shall have the powers described in Article IV below.

Section 3. Membership. At such time as Declarant notifies each Owner that the Association has been formed, every Owner shall automatically be a Member of the Association. The Board may declare that an Owner is not a Member in good standing because of past due unpaid assessments. The Board may temporarily suspend the voting rights of any Member who is not in good standing until all past due unpaid assessments are paid.

Section 4. Voting Rights. The Articles of Incorporation or By-Laws shall provide that each Member shall be entitled to one (1) vote for each ten thousand (10,000) square feet (or fraction thereof) of Land owned in fee simple by such Member. When more than one person or entity holds such interest in any Tract, all such persons and entities shall be Members, and the vote for such Tract shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to each such ten thousand (10,000) square feet (or fraction thereof) of the Land. A person's or entity's membership in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, but such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Amended Declaration during the period of such ownership, or impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

Section 5. Quorum, Voting and Notice Requirements. Members holding one-half (1/2) of the votes entitled to be cast, represented in person or by legitimate proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Members present, or represented by legitimate proxy at a meeting at which a quorum is present, shall be the act of the Members meeting. Notice requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, as the same may be amended from time to time. Notwithstanding the foregoing, any Owner may collaterally assign the voting rights of a Tract to the beneficiary of a first lien deed of trust or first mortgage of said Tract as additional security, which assignment shall not be effective until written notice thereof is actually received by the Association, together with evidence of said beneficiary's or mortgagee's entitlement to cast said votes.

ARTICLE III

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed therefor whether or not it shall be so expressed in the deed or any such 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 Tract), to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such

monies) assessments levied against an Owner to reimburse the Association for costs for maintenance and repairs caused by the failure of the Owner to maintain such Owner's Tract in accordance with the provisions of this Amended Declaration, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Owner's Tract and shall be a continuing lien upon the Owner's Tract as provided below and shall also be the continuing obligation of the then-existing Owner of such Tract at the time when the assessment became due.

Section 2. Date of Commencement of Assessments; Due Dates. Assessments provided for herein shall commence on the date notice is first given to the Owner of such assessment and shall be due and payable within 30 days after such notice is given. No assessment may be levied against an Owner until such Owner is first given written notice which sets forth in reasonable detail such Owner's failure to maintain its Tract in accordance with this Amended Declaration and such Owner fails to take corrective action necessary to comply with the maintenance standards set forth herein within 60 days after such notice is given.

Section 3. Duties of the Board of Directors with Respect to Assessments. The Board shall upon reasonable request furnish to any Owner originally liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 4. 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 and remains unpaid for a period of 30 days thereafter, then the unpaid amount of such assessment shall be considered delinquent and shall, together with interest thereon at the rate of 10% per annum and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the Tract of the non-paying Owner which shall bind such Tract in the hands of the then-Owner, his heirs, executors, devisees, personal and legal representatives and assigns. The Association shall have the right to reject partial payment(s) of any assessment(s) and demand the full payment thereof, or the Association may accept such partial payment(s) on account only, without waiving any rights hereunder with regard to the remaining balance due. The obligation of the then-existing Owner to pay such assessment, however, shall remain his personal or corporate obligation, as the case may be, 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 Tract and shall continue in full force and effect. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of its Tract. The lien securing any past due assessments shall be binding on third parties only after a notice of lien is filed in the Real Property Records of Tarrant County, Texas, describing the Tract and the amount of the unpaid assessment.

(b) If any assessment or part thereof is not fully paid within 30 days after the due date, and the Association may, at its election, retain the services of an attorney for collection and/or to foreclose the lien against the Property subject thereto and/or pursue any other remedy which the

Association may have at law or in equity, and there shall be added to the amount of such unpaid assessment any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees and costs of suit.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust in favor of any bank, savings and loan association, insurance company or similar financial institution for purchase money financing or the financing of construction of improvements upon said Tract or refinancing of any such indebtedness now or hereafter placed upon any Tract; 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 mortgage or deed of trust. Such sale shall not relieve any such new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE IV

GENERAL POWERS OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Rights and Powers of the Board. Subsequent to incorporation, the Board shall have the right and power to enforce the provisions of this Amended Declaration and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers. With respect to the performance of the obligations of the Association hereunder, the Board shall have the right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 4. Liability Limitations. Neither any Member, nor the Board, nor the Directors, or any of them, nor the officers (if any) of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

ARTICLE V

PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO; EASEMENTS

Section 1. Additions to the Existing Property. Additional land(s) may become subject to this Amended Declaration only if the Declarant adds or annexes additional real property to the scheme of this Amended Declaration by filing in the Real Property Records of Tarrant County, Texas, a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Amended Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Amended Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not, in Declarant's sole opinion, inconsistent with the concept of this Amended Declaration. Any additions made pursuant to this Section 1, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

Section 2. Releases from the Land. Declarant may release one or more Tracts from this Amended Declaration or abandon this Amended Declaration in the manner set forth in Article IX below.

Section 3. Existing Easements. Original Declarant granted, created and dedicated by several recorded instruments, certain easements and related rights affecting the Existing Properties. All dedications, limitations, restrictions and reservations, and all grants and dedications of easements and related rights heretofore made by Declarant affecting the Existing Properties are (to the extent valid, existing and in effect on the date hereof) incorporated herein by reference and made a part of this Amended Declaration for all purposes, as if fully set forth herein.

Section 4. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the Improvements. Notwithstanding the foregoing, if the easement or easements to be changed crosses or affects the Tract of any Owner then the consent of the Owner or Owners so affected will be required for any such change to be made in any such easement, such consent not to be unreasonably withheld.

ARTICLE VI

USES

Section 1. Permitted Uses. All of the Land and all Improvements thereon are to be used for a variety of first-class commercial purposes which may include high-rise hotels, retail shops, department stores, low to high rise office buildings, theaters, restaurants, athletic clubs, banks, light distribution and warehousing facilities, museums, art galleries, music and concert halls, art educational facilities, libraries and day care centers.

Section 2. Prohibited Uses. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of danger of fire or explosion, or injurious to persons or property or to the reputation of the Land or any portion thereof, or in violation of the laws of the United States or the State of Texas or any subdivision thereof.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. Building Materials. All Buildings shall be composed of materials which are permitted by Applicable Laws.

Section 2. Encouraged Features. Features such as atriums, skylights, courtyards, garden areas, patios, screening, awnings, shading devices, balconies, decks and special pavings are all permitted by this Amended Declaration and are encouraged.

Section 3. Prohibited Features. Features which are prohibited by this Amended Declaration are listed as follows.

- a. Visible satellite disks or receiving stations;
- b. Exposed air-conditioning units on grade or any visible roof top equipment unless appropriately screened or located in the rear of a Building; or
- c. Chain link fencing unless appropriately screened or located in the rear of a Building.

Section 4. Landscaping. All landscaping will be real; no plastic or artificial landscaping shall be permitted. All sprinkler systems shall be underground and shall be maintained in good and working condition.

Section 5. Setbacks. All Improvements on a Tract shall comply with setbacks applicable to the Tract and Applicable Laws.

Section 6. Signs. All signs, either temporary or permanent, whether detached or affixed to any Building, that are erected or placed upon a Tract shall comply with Applicable Laws. Notwithstanding the foregoing, flashing, moving or audible signs and paper or cardboard signs shall not be permitted.

Section 7. Lighting. Building illumination and exterior lighting for each Tract shall comply with Applicable Laws.

Section 8. Screening. Service areas, which may include truck facilities, parked motor vehicles, materials, supplies, trash dumpsters and exposed mechanical and electrical equipment shall be screened in accordance with Applicable Laws. Collection areas shall be situated to provide clear and convenient access to refuse collection vehicles.

Section 9. Parking and Parking Facilities. No parking shall be allowed on any street or proposed street or publicly dedicated area in the Land. The number of on-site parking spaces required for each Tract shall comply with Applicable Laws.

Section 10. Utilities, Meters and Hydrants. All utility lines shall be located underground. Each Tract shall have the minimum number of on-site fire hydrants that are required by Applicable Laws.

Section 11. Maintenance. The Owner of each Tract shall have the duty and responsibility, at their sole cost and expense, to (a) keep the premises, Buildings, Improvements, Parking Facilities and Landscape Areas of each Tract in a well-maintained safe, clean and attractive condition at all times; (b) comply in all respects with all governmental health, fire and police regulations and the requirements of these Covenants; (c) remove at their expense any trash, refuse or waste of any character whatsoever which may accumulate on said Tract; and (d) clean and maintain any external lighting fixtures. The maintenance obligations contained in this Section 11 shall apply only to those Tracts which have been improved with at least one Building. If prior to the incorporation of the Association, in the opinion

of the Declarant, any such person fails in the foregoing duties and responsibilities, then Declarant may give such person notice of his failure and such person must, within ten (10) days after receipt of written notice, perform the care and maintenance required or which is appropriate to restore the Tract to a safe, well-maintained, clean, attractive and lawful condition. Should any such person fail to fulfill this duty and responsibility after written notice, then Declarant may enter onto the Tract and remove any trash, refuse or waste which has accumulated in any parking area or which has accumulated in front of the Building or Improvements on the Tract. The Owner of any Tract or portion of the Land on which such work is performed by Declarant shall be liable for the cost of such work and shall promptly reimburse Declarant for the cost thereof.

Section 12. Repairs. If Owner, during his landscaping or construction, causes any destruction or damage to occur to utilities or to a previously installed sprinkler system, then Owner, at his own cost and expense, will restore or replace any such items so damaged or destroyed.

Section 13. Rights to Re-Subdivide. Each Tract shall be considered as a single Tract for all purposes hereunder unless and until the Owner shall subdivide such Tract by causing a plat of the Tract to be recorded in the Real Property Records of Tarrant County, Texas which subdivides such Tract into more than one lot. After recordation of a plat of any portion of the Land in accordance with Applicable Law, each lot shall constitute a separate Tract for the purposes of this Amended Declaration.

Section 14. Governmental and Agency Regulations. The owners, users, lessees, and occupants of each and every Tract or portions of the Land shall at all times comply with all Applicable Laws.

Section 15. Traffic Control. The regulation and control of the direction of traffic on streets and proposed streets on the Land and the location of entrances and exits from each Tract to and from streets and proposed streets shall take into consideration any traffic study with respect to such Tract that may be required by the City of Arlington and shall otherwise comply with Applicable Laws.

Section 16. Variances. Declarant may consent to variances from any of the protective covenants set forth in this Article VII if Declarant determines, in its sole discretion, that the variance will not materially adversely effect the remaining Land. Any such consent to a variance shall be binding on all Owners.

ARTICLE VIII

DURATION

This Amended Declaration and any and all amendments that may now or hereafter be made hereto are covenants running with the Land and shall be binding upon and inure to the benefit of each and every Owner, and its heirs, devisees, successors and assigns, for a period commencing on the date of filing hereof and continuing through and including December 31, 2010, and thereafter for successive periods of twenty (20) years each unless Owners owning a majority of net acres (as defined in Article IX below) within the Land shall by instrument in writing signed by said Owners and recorded in the Real Estate Records of Tarrant County, Texas, prior to the date of termination, declare this Amended Declaration terminated as of December 31, 2010, or the end of any subsequent twenty (20) year period. This Amended Declaration (including the provisions of this Article VIII) may be altered or amended in the manner set forth hereinbelow.

ARTICLE IX

AMENDMENTS AND PLATS

Section 1. Amendments. The Amended Declaration may be amended by the action of the Owners of at least sixty-six percent (66%) of the total net acres within the Land whether such sixty-six percent (66%) ownership consists of Declarant and Owners or Owners alone, provided, however, that if such sixty-six percent (66%) ownership consists of Owners alone, then, so long as Declarant retains fee simple legal title of any net acres in the Land such Owners must obtain Declarant's written consent to any amendment to the Amended Declaration. Any and all amendments to the Amended Declaration adopted and imposed upon the Land pursuant hereto shall be administered, interpreted and enforced by Declarant. Any and all such amendments shall become effective at the time when executed and acknowledged by the appropriate persons or entities specified hereinabove and filed for recording in the County Clerk's office of Tarrant County, Texas. The term "net acres" for purposes of this paragraph shall be land held under private ownership excluding all land formally dedicated to public use by plat or other instrument of dedication within streets, alleys, rights-of-way, easements and other areas. If Declarant determines in its sole and absolute discretion that the facts and circumstances existing at the time the Original Declaration was filed in the Real Property Records of Tarrant County, Texas, have changed and that unforeseen circumstances have arisen such that the purposes and intent of Original Declarant can no longer realistically be achieved with respect to the Land, Declarant may (i) release any Tract from this Amended Declaration provided the Owner of such Tract joins in the release, and (ii) abandon this Amended Declaration provided the Owners of at least sixty-six percent (66%) of the net acres in the Land join in the abandonment.

ARTICLE X

REMEDIES AND ENFORCEMENT

Violation of any of this Amended Declaration shall give Declarant (or the Association after its incorporation) the right to enter upon the Tract where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. Enforcement of this Amended Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages.

ARTICLE XI

GENERAL

Section 1. Severability. Invalidation or restraints on enforcement of any one or more of the provisions herein shall in no way affect any other provisions herein, but all such other provisions shall continue and remain in full force and effect notwithstanding the invalidity or restraint on enforcement of any other provision hereof. It is specifically provided that a violation of this Amended Declaration shall not affect the lien of any mortgage or Deed of Trust now of record or hereafter placed of record which is acquired and held in good faith upon the Land or any part thereof, but such liens may be enforced as against any and all property covered hereby subject, however, to the provisions herein contained.

Section 2. Additional Restrictions. Each Owner of a Tract may impose additional restrictions on such Owner's Tract, without the consent of Declarant or any other Owner, and such other restrictions shall inure to the benefit of and bind such Tract but no other part of the Land.

EXECUTED as of the 26th day of March, 1991.

FIRST INTERSTATE BANK OF TEXAS,
N. A.

By:

[Signature]
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 26th day of March, 1991, by R MICHAEL WELLS JR., as the VICE PRESIDENT of First Interstate Bank of Texas, N. A., a national banking association, on behalf of said association.

[Signature]
Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name:



DIANE L PETERSON

Unofficial Copy

0-1-00-7-000

10244 1309

UNOFFICIAL COPY

AFTER RECORDING, PLEASE RETURN TO:

Cathy Sutherland
Rattikin Title Company
611 Throckmorton
Fort Worth, TX 76102

10244 1311

EXECUTED as of the 24th day of April, 1991.

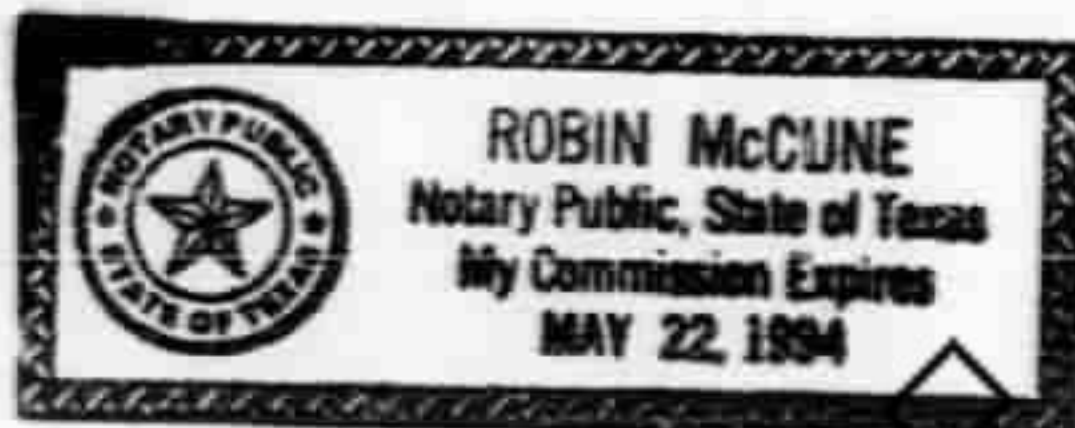
FIRST INTERSTATE BANK OF TEXAS, N.A.

By: [Signature]
Vice President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 24th day of April, 1991, by P. MICHAEL WELLS, JR., as Vice President of FIRST INTERSTATE BANK OF TEXAS, N.A., a national banking association on behalf of said association.

[Signature]
Notary Public in and for
The State of TEXAS



(Printed or Typed Name of Notary)

(Commission Expiration Date)

Unofficial Copy

EXHIBIT "A"

TRACT I

Being the remainder of Tract No. One as conveyed to Kelton-Dimension #1 by deed recorded in Volume 8006, Page 158 of the Deed Records of Tarrant County, Texas and being out of the J.W. LANE SURVEY, Abstract No. 950, in the City of Arlington, Tarrant County, Texas and being more particularly described as follows:

Beginning at a 5/8 inch iron rod in the north line of Old Pleasant Ridge Rd. and being N 0 deg. 36 min. W, 25 feet and N 89 deg. 51 min. E, 1765 feet from the southwest corner of said Lane Survey;

THENCE NORTH, 1546.57 feet to a "x" cut in a concrete drive in the south line of Arbrook Blvd. as shown in Vol. 8244, Pg. 704-830 of the Deed Records of Tarrant County, Texas and being on a curve to the left whose chord bears S 77 deg. 10 min. 11 sec. E, 139.03 feet;

THENCE easterly with the curve whose radius is 1000.00 feet and Arbrook Blvd. south line for a distance of 139.14 feet to a 5/8 inch rod and through a central angle of 7 deg. 58 min. 19 sec. to the end of the curve and the beginning of a curve to the left whose chord bears S 85 deg. 17 min. 21 sec. E, 260.20 feet;

THENCE with the said south line and curve whose radius is 1805.00 feet for a distance of 260.43 feet to a 5/8 inch rod and through a central angle of 8 deg. 16 min. 00 sec. to the end of the curve;

THENCE S 89 deg. 25 min. 21 sec. E, 465.05 feet to a 5/8 inch rod;

THENCE S 44 deg. 25 min. 21 sec. E, 14.14 feet to a 5/8 inch rod in the west line of Scot's Legacy Dr.;

THENCE S 0 deg. 34 min. 39 sec. W, with Scot's Legacy, 26.00 feet to a 5/8 inch rod at the beginning of a curve to the right whose chord bears S 7 deg. 11 min. 30 sec. W, 307.50 feet;

THENCE with Scot's Legacy and the curve whose radius is 1334.85 feet for a distance of 308.19 feet to a 5/8 inch rod and through a central angle of 13 deg. 13 min. 42 sec. to the end of the curve;

THENCE 13 deg. 48 min. 21 sec. W, 198.91 feet with Scot's Legacy to a 5/8 inch rod at the beginning of a curve to the left whose chord bears S 1 deg. 50 min. 48 sec. W, 312.14 feet;

THENCE with Scot's Legacy Drive and said curve whose radius is 753.16 feet for a distance of 314.42 feet to a 5/8 inch rod and through a central angle of 23 deg. 55 min. 08 sec. to the beginning of a curve whose chord bears S 13 deg. 36 min. 48 sec. E, 61.05 feet;

THENCE with Scot's Legacy and the curve whose radius is 500.00 feet for a distance of 61.09 feet to a 5/8 inch rod and through a central angle of 7 deg. 00 min. 00 sec. to the end of the curve;

THENCE S 17 deg. 06 min. 47 sec. E, 0.54 feet with Scot's Legacy to a 5/8 inch rod on a curve to the ~~left~~ right whose chord bears S 8 deg. 32 min. 53 sec. E, 358.32 feet;

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THENCE with Scot's Legacy and the curve whose radius is 1202.99 feet for a distance of 359.66 feet to a 5/8 inch rod and through a central angle of 17 deg. 07 min. 48 sec. to the end of the curve;

THENCE with Scot's Legacy S 0 deg. 01 min. 00 sec. W, 176.47 feet to a 5/8 inch rod in the north line of Interstate Hwy. 20;

THENCE S 77 deg. 27 min. 00 sec. W, 162.46 feet to a Highway Monument;

THENCE S 83 deg. 37 min. 21 sec. W, 198.80 feet to a Highway Monument;

THENCE S 89 deg. 51 min. 05 sec. W, 485.17 feet to the Place of Beginning and containing 28.000 acres of land, save and except 0.0183 acre on Arbrook Blvd. for a deceleration lane, leaving a net of 27.9817 acres of land, more or less.

TRACT II

Being a tract out of the J.W. LANE SURVEY, Abstract No. 950 and the A. STEPHENS SURVEY, Abstract No. 1426 in the City of Arlington, Tarrant County, Texas and being that portion of Old Pleasant Ridge Rd. as abandoned by Ordinance No. 86-277 and being more particularly described as follows:

Beginning at a 5/8 inch rod at the southwest corner of a called 130.14 acre tract as described in Volume 6918, Page 411 of the Deed Records of Tarrant County, Texas and being N 0 deg. 36 min. W, 25 feet and N 89 deg. 51 min. E, 1765 feet from the Southwest corner of the Lane Sur.;

THENCE N 89 deg. 51 min. 05 sec. E, 485.17 feet to a 5/8 inch rod;

THENCE S 70 deg. 13 min. 38 sec. W, 170.03 feet to a Highway Monument;

THENCE S 89 deg. 53 min. 38 sec. W, 324.00 feet to a 1/2 inch rod;

THENCE N 1 deg. 10 min. 03 sec. W, 56.87 feet to the Place of Beginning and containing 0.529 acres of land, more or less.

TRACT III

Being a tract of land out of the A. STEPHENS SURVEY, Abstract No. 1426 and being a tract described in Volume 4936, Page 163 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

Beginning at a 1/2 inch rod at the northwest corner of the referenced tract and being EAST, 1765.9 feet and South 27.3 feet from the northwest corner of the Stephens Sur.;

THENCE N 89 deg. 53 min. 38 sec. E, 324.00 feet to a Highway Monument;

THENCE S 77 deg. 27 min. 00 sec. W, 331.85 feet to a 5/8 inch rod;

THENCE N 0 deg. 03 min. 44 sec. W, 71.50 feet to the Place of Beginning and containing 0.266 acre of land

save and except 0.069 acres^{of land} along Interstate Hwy. 20 for a deceleration lane, leaving a net of 0.1976 acre of land, more or less.

TRACT IV

Lot 1, Block 1, The Highlands Addition, an addition to the City of Arlington, Texas, as shown by Plat recorded in Volume 388-172, Page 15 of the Plat Records of Tarrant County, Texas.

TRACT V

Lot 1A, Block 2, The Highlands Addition, an addition to the City of Arlington, Texas, as shown by Plat recorded in Volume 388-201, Page 11 of the Plat Records of Tarrant County, Texas.

TRACT VI

Lot 61, Block 10, Rolling Meadows, Third Installment, an addition to the City of Arlington, Texas, as shown by Plat recorded in Volume 388-214, Page 25 of the Plat Records of Tarrant County, Texas.

TRACT VII

Lot 62, Block 10, Rolling Meadows, Third Installment, an addition to the City of Arlington, Texas, as shown by Plat recorded in Volume 388-214, Page 25 of the Plat Records of Tarrant County, Texas.

TRACT VIII

Lot 1B-2, Block 2, The Highlands Addition, an addition to the City of Arlington, Texas, as shown by Plat recorded in Volume 388-214, Page 56 of the Plat Records of Tarrant County, Texas.

Unofficial Copy

D191069825
RATTIKIN TITLE CO
611 THROCKMORTON
CATHY SUTHERLAND
FT WORTH, TX

76102

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D --D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
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O F F I C I A L R E C E I P T
T O : R A T T I K I N T I T L E C O

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INSTRUMENT	FEECD	AMOUNT	FILED	TIME	CG
1	D191069825 WD	33.00	910503	07:44	CG

T A L : D O C U M E N T S : 01 F E E S : 33.00

B Y: 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW.

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