

ARTICLE I

Definitions

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

- A. 'Association' shall mean and refer to **PRESTON GREEN HOMEOWNERS' ASSOCIATION**, a non-profit corporation organized under the laws of the State of Texas, its successors or assigns.
- B. 'The Properties' shall mean and refer to all such existing properties as are subject to this Declaration under the provisions of Article II hereof.
- C. 'Common Properties' shall mean and refer to those areas of land shown on any recorded subdivision plat of 'the Properties' and intended to be devoted to the common use and enjoyment of the owners of 'the Properties.'
- D. 'Individual Properties' shall mean and refer to any plot of land shown upon any recorded subdivision map of 'The Properties' with the "exception of" 'Common Properties' as heretofore defined.
- E. 'Living Unit' shall mean and refer to any portion of a building situated upon 'The Properties' designed and intended for the use and occupancy as a residence by a single family.
- F. 'Owner' shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot but excluding those having only a security interest in such Lot until such time as such person shall have acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure and becomes the record owner thereof.
- G. 'Member' shall mean every person and/or entity who holds, membership in the Association.
- H. 'Public Street' shall mean any street, lane, drive, alley, boulevard, court, circle, road, place, manner or terrace which has been dedicated to public use, as shown on the plat but shall not include private streets, driveways, alleys and cul-de-sacs forming a part of the 'Common Properties'.

ARTICLE II.

Property Subject to this Declaration

Section 1. Existing Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dallas County, State of Texas, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III.

Membership and Voting Rights in the Association

Section 1. Membership: Every person or entity who is-a-record Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Property.

ARTICLE IV.

Section 1. Members' Easements of Enjoyment: Subject to provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every individual property.

Section 2. Title to Common Properties: The Association has legal title to the Common Property, free and clear of all liens and encumbrances.

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

- A. The rights of the Association, in accordance with this Declaration and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the Common Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the homeowners hereunder;
- B. The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;
- C. The right of the Association to take such steps as is reasonably necessary to protect the Common Properties against foreclosure;
- D. The right of the Association, as provided in this Declaration to suspend the voting rights of any member and to suspend the right of any Member to use any of the Common Properties and/or Common Facilities [not defined] for any period during which any assessment against an Individual Property remains unpaid for a minimum of 60 days.

- E. The right of the Association as determined by the Board of Directors to levy fines/assessments against Owners as special individual assessments as provided in Article V when violations of this Declaration, By-Laws and/or Rules and Regulations [not defined] take place. This rule shall apply for any infraction of this Declaration, the By-Laws and/or Rules and Regulations that is not corrected following proper notice to the Owner of the non-compliance by regular first class mail and certified mail. None of these restrictions shall be enforced in a capricious, arbitrary or discriminatory manner.
- F. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Common Facilities [not defined]; and
- G. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, it shall be effective unless an instrument signed by Members entitled to cast a total of sixty percent (60% = 62) of all of the votes of membership, which are entitled to be cast under Article III hereof, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under is sent to every Member at least thirty (30) days in advance and shall set forth the purpose of such meeting.

ARTICLE V.

Covenant for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessment: Each Owner of an Individual Property (by acceptance of the deed thereof, whether or not it shall be so expressed in any such deed or other conveyance), for each Individual Property owned by the Owner, hereby covenants and agrees to pay to the Association (or to a mortgage company or other collection agency designated by the Association); (i) monthly assessments or charges to be paid on the first of each month, (ii) special assessments for capital improvements, and (iii) special individual assessments for fines for violations of this Declaration, the By-Laws or the Rules and Regulations, such assessments to be fixed, established and collected from time to time as hereinafter provided, the monthly, special and special individual assessments, together with such interest thereon, late charges and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each individual property against which each such assessment is made. Each such assessment together with such interest thereon, late charges, cost of collection thereof as hereinafter provided, shall be the continuing personal obligation of the person who was the Owner of such individual property at the time when the assessment fell due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall be used exclusively for the purpose of benefitting the Owners and residents of The Properties, and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions thereto and for paying the costs of labor, equipment, materials, management and supervision of The Properties, and for carrying out the purposes

of the Association as stated in its Articles of Incorporation.

Section 3. Basis and Maximum of Annual Assessments: Board of Directors shall set the amount of the monthly installment of the annual assessment for the following year taking into consideration the current maintenance costs and future needs of the Association.

Section 4. Special Assessments for Capital Improvements: In addition to the monthly installments of the annual assessments authorized by Section 3 hereof, the Association may levy on any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or, reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related hereto, provided that any such assessment shall have the assent of at least sixty percent (60% = 62) of the votes which Members at a meeting duly called for this, in person or by proxy, are entitled to cast pursuant to Article III hereof, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Both monthly installments of the annual assessments and special assessments must be fixed at a uniform rate for all Individual Properties

Section 6. Quorum for Any Action Authorized Under Section 4: The quorum required for any action authorized under Section 4 shall be as follows:

A. At the first meeting called, as provided in Section 4 hereof, those present at the meeting of Members or of proxies entitled to cast sixty percent (60% = 62) of all of the votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, and the required quorum at such subsequent meeting shall be one-half (1/2 = 31) of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the first meeting.

Section 7. Date of Commencement of Monthly Installments : Due Dates: The monthly installment of the annual assessment on each Individual Property provided for herein shall commence on the first day of the month following the date of closing the sale of such property. The amount of the monthly installment of the annual assessment which may be levied for the balance remaining in the month of assessment shall be an amount which bears the same relationship to the monthly installment of the annual assessment provided for in Section 3 hereof as the remaining number of days in the month bears to thirty (30). The due date of any special assessment or special individual assessment shall be fixed in the Resolution authorizing such assessment.

Section 8. Duties of the Board of Directors with Respect to Assessments: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Individual Property for each assessment period at least

thirty (30) days in advance of such date or period and shall at that time prepare a roster of The Properties and assessments applicable thereto which shall be kept in the books and records of the Association and shall be open to inspection by any Owner during normal business hours. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent 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. The Association or its agent may charge a reasonable fee for issuance of the certificate (or any updates thereto), including an additional fee for expedited handling. The Association shall enforce the payment of assessments in accordance with the provisions of Section 9 of this Article V.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of Owner; the Lien; Remedies of Association; Maintenance and Enforcement of Lien by the City of Dallas:

A. If any assessment or any part thereof is not paid on the date when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall together with such interest thereon, late charges and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the Individual Property of the non-paying Owner which shall bind such individual property in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in the title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of Common Properties or abandonment of his Individual Property.

B. If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall incur a late charge in an amount determined by the Board from time to time and shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum. A monthly collection fee to be determined by the board of directors shall also be assessed on a delinquent account and the Association can bring an action at law against the Owner personally obligated to pay same in order to enforce payment and/or foreclose the lien against the property as subject thereto and there shall be added to the amount of such assessment the cost of all legal fees or court costs associated with the collection of the delinquency, including the preparation and filing of the complaint in such action. In the event that a judgment is obtained in such action, such judgment shall include interest on the assessment, attorney's fees awarded by the Court, together with costs of the action.

C. In the event of dissolution of the Association or if the Association fails or refuses to maintain adequately the appearance and condition of the Common Properties which it is obligated to maintain under the provisions hereof, the City of Dallas shall have the right and may assume the duty of performing all such maintenance and obligations of the Association (i) at any time after such dissolution on giving written notice to the owners, or (ii) at any time after the expiration of ten days after receipt by Association of written notice from the City of Dallas setting forth in detail the nature and extent of such failure unless such failure shall have been remedied within said ten (10) day period. Pursuant to this end, the City of Dallas may collect the annual assessment, set by the Board of Directors as provided for herein, which shall be not less than \$120.00 per month per Individual Property, any provisions of Section 3,

Article V to the contrary notwithstanding, when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration; or in the alternative, the City of Dallas may levy a tax or assessment upon each Individual Property covered by the provisions hereof on a pro rata basis for the cost of such maintenance and overhead, notwithstanding Section 3 of this Article, which tax or assessment shall constitute a lien upon the land assessed; and furthermore, during such period of failure or dissolution, the Association shall have no obligation, responsibility or authority with respect to the maintenance of the Common Properties. The power and authority herein granted to the City of Dallas shall cease to exist at such time as the Association shall deliver to the City of Dallas substantial evidence of its willingness and ability to resume maintenance of the Common Properties.

Section 10. 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 now or hereafter placed upon the Individual Properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of any such property pursuant to the terms and conditions of any such deed of trust. Such sale or transfer shall not relieve such Individual Properties from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- A. All Properties dedicated and accepted by the local public authorities and devoted to public use;
- B. All Common Properties as defined Article I, hereof.

ARTICLE VI

PROTECTIVE COVENANTS and RESTRICTIONS

Section 1. No Property shall be used for other than single-family residential purposes.

Section 2. Right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility.

Section 3. No noxious or offensive activity shall be carried on upon any Individual Property nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No offensive, unsightly, or abnormally noisy objects or pets shall be placed or used within an Individual Property if seen or heard from the Common Properties.

Section 4. No structure of a temporary character, recreational vehicle, camper, mobile home, trailer, tent, shack, basketball goal, bench or storage unit shall be placed on any Individual Property at any time without the written consent of the Architectural Control Committee.

Section 5. No signs of any kind shall be displayed to public view on any Individual Property

except (i) a sign of not more than five square feet advertising the property for sale or lease, or (ii) signs of architects or contractors during a remodeling period or (iii) political signs (the size of which shall be in accordance with state law) advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that no more than one (1) sign shall be permitted for each candidate or issue and such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election.. Exceptions may be obtained for decorative flags mounted on flag pole or similar device that do not exceed 32" x 48", provided prior approval is obtained from the Architectural Control Committee in writing. The American Flag is exempt from this Rule as long as it is of proper size and displayed appropriately according to U.S. military custom.

Section 6. No Individual Property shall be used or maintained as a dumping ground for rubbish, trash or garbage.

Section 7. Waste of any nature shall not be kept on any part of The Properties except in a sanitary container.

Section 8. A motor boat, houseboat or other similar water borne vehicle may be maintained, stored or kept on any parcel of property covered by this Declaration if housed completely within a structure which has been approved by the Architectural Control Committee.

Section 9. Household pets are not allowed in the Common Properties without a leash or restraint. Pet owners are responsible for picking up after their pets while on Common Properties. No livestock shall be kept on any property; provided, however, such a limitation would not prohibit the keeping of typical household pets.

Section 10. No elevated tanks of any kind shall be erected, placed or permitted on any property.

Section 11. Ham radio towers, or other radio transmitting devices, shall not be allowed on any property unless electrically or automatically raised type and must be lowered from view when not in use.

Section 12. No trucks or commercial type vehicles shall be stored or parked on any Individual Property except while parked in a closed garage nor parked on any street in The Properties except while engaged in transporting to and from an Individual Property in the neighborhood.

Section 13. All clotheslines or drying yards, garbage cans, equipment coolers, woodpiles shall be located so as not to be visible from the Common Properties or any other property or any road or street.

Section 14. No exposed or exterior television antennas, satellite dishes or other transmission units shall be erected, placed or maintained in an area that can be seen from the street or Common Properties except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. Notwithstanding the foregoing, no more than one (1) antennae of each provider of over-the-air video programming signals by TVBS, MMDS or DBS may be installed by an Owner at any one time. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired and the cost of installation would not be

unreasonably increased, an antenna permissible pursuant to rules of the Association may only be installed in an area that is not visible from the street or Common Properties, and is integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use and building regulations.

Section 15. Nothing shall be done on any property or on any of the Common Properties which would result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance; or that is against Dallas City Code.

Section 16.

Any roof that is fully replaced must have a minimum of a thirty (30) year limited warranty and be an architectural type of shingle in the Weathered Wood family of colors only. Three-tab conventional shingles are expressly forbidden. A sample of the shingle product with a written confirmation of the warranty type and length is to be submitted to the Architectural Control Committee for approval. Approval must be received in writing from this committee prior to the roof replacement. Any roof repair must be done using the original roofing manufacturer's product, using the same type, color and length of warranty so that it is esthetically homogenous. Any roofing repair products must receive prior approval in writing from the Architectural Control Committee before any repairs can begin.

Section 18. No Owner shall cause above ground utilities to be installed in the Properties without the prior written consent of the Architectural Control Committee or the Board of Directors of the Association.

Section 19. The floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,000 square feet, on one story dwellings and 1,200 square feet, exclusive of open porches and garages on one and one-half stories and two story dwellings; provided, however, that the total ground area covered by all buildings and improvements shall not exceed eighty (80%) percent on any one property, unless approved in writing by the Architectural Control Committee. The private garage on each property shall provide space for not less than two not more than three cars. The doors of such garage shall be set back a minimum of five (5) feet from the property line.

Section 20. No building shall be located on any property nearer to the front property line or nearer to the side street line than the minimum building set back line shown on the recorded plat. These are the exceptions to this requirement. It is recognized that current structures both common and individually owned may not meet published setback guidelines. All such existing structures shall be considered exempt from any such requirement by the Association. This exemption shall remain permanent going forward and shall not interfere with the owners desire to rebuild, repair or construct, as long as such activities are in accordance with all other HOA Guidelines.

Section 21. No Property shall be leased, sub-leased, rented, or otherwise allowed as a residence for a non-Member of the Association until the Owner of record has occupied the dwelling as his/her primary residence for a minimum period of at least one (1) year.

ARTICLE VII.

Party Wall

Section 1. **General Rules of Law to Apply:** Each wall which is built as a part of the original construction of the homes upon The Properties and placed on the dividing line between the Individual Properties shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article VII, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. **Sharing of Repair and Maintenance:** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. **Destruction by Fire or Other Casualty:** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it or if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. **Right to Contribution Runs with Land:** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. **Arbitration:** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator and the decision of a majority of all the arbitrators shall be final and conclusive on the question involved. In the event the two arbitrators chosen by the two parties to the dispute cannot agree upon a third arbitrator within a period of ten (10) days following the appointment of both arbitrators, then in that event the then President of the Dallas Bar Association shall appoint the third arbitrator. If the then President of the Dallas Bar Association shall represent either party to the dispute, or either of the arbitrators appointed by them or is otherwise disqualified, then in that event the immediate past President of the Dallas Bar Association shall make the selection of the third arbitrator.

ARTICLE VIII.

Architectural Control Committee

Section 1. **Review by Committee:** No building, fence, wall or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, time, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for approval in writing as to harmony of external design and location and relation to surrounding structures

and topography by a majority of the members of the Board of Directors of the Association or by a majority of the members of an Architectural Control Committee composed of three or more representatives appointed by the Board.

ARTICLE IX.

Exterior Maintenance

Section 1. Exterior Maintenance: In addition to maintenance upon the Common Properties, the Association shall provide exterior maintenance as deemed necessary by the Architectural Control Committee upon each Individual Property as follows: paint of trim, garage doors and gutters, only after any and all necessary repairs have been completed, maintenance of trees, shrubs and grass located outside of the fence enclosure on each property. Maintenance by the Association of shrubs and flower beds inside fenced areas, or those plants or flowers planted or placed by the Owner or resident are specifically excluded and are the responsibility of the Owner. Maintenance of all other external surfaces will be the responsibility of each Owner. Painting of stucco or other structural surfaces may be subsidized by an amount determined by the Board of Directors. Amount determination will be based on yearly budget allowance at the time of painting. None of these restrictions shall be enforced in a capricious, arbitrary or discriminatory manner.

Section 2. Reasonable Access: For the purpose of performing the exterior maintenance, as outlined in Section 1, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter any Individual Property at reasonable hours on any day except Sunday.

ARTICLE X.

General Provisions

Section 1. Duration: This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforced by the Association, or by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said Declaration shall be automatically extended for successive period of twenty (20) years unless an instrument signed by a majority of the then Owners of the Individual Properties and bearing the written approval of the appropriate agency or subdivision of the City of Dallas, Texas, has been recorded agreeing to abolish said Declaration or to change said Declaration in whole or in part; however, that no such agreements to change shall be effective unless made more than one (1) year in advance of the effective date of such change; provided further that no

such agreements to change shall be applicable to the existing buildings on The Properties.

Section 2. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing. The last address appearing in the records of the Association at the time of mailing of any such notice shall be deemed to be the official address of such Member for all purposes under, and it shall be the duty of each Member to notify the Secretary of the Association of all address changes. Any notice properly addressed and mailed to a Member at the most current address appearing for him in the records of the Association shall be deemed lawful notice to such Member of the matter or matters contained in such notice. When both parties are in agreement, communication can be submitted and maintained by electronic means. Electronic responses to the President of the Board of Directors, or the appropriate Board Committee Chairperson will suffice in lieu of Certified Mail.

Section 3. Enforcement: Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by this Declaration; and the failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

Section 4. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Unofficial

EXHIBIT "A"

That certain tract of land out of the John W. Overton Survey Abstract No. 1108, Dallas County, Texas, and being in the City of Dallas, Texas, Block No.8202, and said tract being more particularly described as follows:

Commencing at the Northwest corner of the John Becknell Survey, Abstract No. 53, said point being the point of intersection of the center line of Preston Road with the center line of Davenport Road, then S 89 degrees, 57 ft. 55 in. E along the: center line of Davenport Road 1,500.1 feet, thence N 12 degrees, 34 ft. 50 in. E, 148.6 feet to a point in the North line of the Dallas Power & Light company tract; this being the point of beginning of the tract herein described;

Thence N 12 degrees 34 ft. 50 in E, 188.25 feet to a point in the Southeasterly right-of-way line of the Cotton Belt Railroad;

Thence N 31 degrees 11 ft. 41 in. E along said railroad right of-way 433.26 feet to the point of beginning of a curve to the right whose center bears S 58 degrees 48 ft. 19 in. E, 2,814.93 feet;

Thence along said curve in a Northeasterly direction continuing with the railroad right-of-way through a central angle of 6 degrees 12 ft. 59 in. a distance of 305.41 feet to a point, said point also being in a curve to the left whose center bears N 35 degrees 08 ft. 22 in. E 1,435.0 feet;

Thence along said curve in a southeasterly direction through a central angle of 22'd~Grees 34 ft. 12 in. a distance of 565.28feet to a point,

Thence S 17 degrees 25 ft. 00 in. W, 95.17 feet to the point of beginning of a curve to the left whose center bears S 72 degrees 35 ft. 35 in. E, 1,060.0 feet;

Thence along said curve in a Southerly direction through a central angle of 11 degrees 13 ft. 33 in. a distance of 207.68 feet to the end of said curve;

Thence S 06 degrees 11 ft. 27 in. W, 287.78 feet to a point, said point being in the North right-of-way line of the Dallas Power & Light Company right-of-way;

Thence N 89 degrees 57 ft. 55 in. W with the North line of said Dallas Power & Light Company right-of-way, 849.15 feet to the point of beginning and containing 11.786 acres of land.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
02/07/2011 08:54:54 AM
\$68.00
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