

Republic Title of Texas, Inc.
GF# 01215921 CR7 FF \$ 55

STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

1554952

10/04/01
Deed of Trust

2678748

\$55.00

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FALCON'S LAIR PHASE I**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALCON'S LAIR PHASE I (the "First Amendment") is made by Hillwood RLD, L.P., a Texas limited Partnership ("Hillwood"), Falcon's Lair, LP, a Delaware limited partnership ("Falcon's Lair") and Douglas/Falcon's Lair, Ltd., a Texas limited partnership ("Builder").

RECITALS

WHEREAS, on December 16, 1999, the Declaration of Covenants, Conditions and Restrictions for Falcon's Lair Phase I (the "Declaration") was executed by Falcon's Lair, LP and Builder and recorded in the deed records of Dallas County, Texas, on December 17, 1999, at Volume 99245, Page 04537 through Page 04558; and

WHEREAS, immediately following the execution hereof, Falcon's Lair is transferring all of its right, title and interest as Declarant to Hillwood pursuant to the terms and provisions of Article 8, Section 3 of the Declaration; and

WHEREAS, Falcon's Lair and Builder currently own all of the Lots (as defined in the Declaration); and

WHEREAS, pursuant to Article 9, Section 4(a) of the Declaration, Declarant, Falcon's Lair and Builder wish to amend the Declaration.

NOW, THEREFORE, as allowed under Article 9, Section 4(a), the Declaration is hereby amended as follows:

1. All references to Declarant shall be deemed to refer to Hillwood in lieu of, in substitution for and in replacement of, Falcon's Lair, LP.

2. The fourth and fifth unnumbered paragraphs contained as a constituent portion of the RECITALS on page 1 of the Declaration, shall be and are hereby amended to read in their entirety as follows:

"WHEREAS, the "Amenity Center Improvements" (as described in Article 6, Section 4 of this Declaration) will be constructed for the benefit for Parcel 1A, Parcel 2A, Parcel 1B, Parcel 2B, and Parcel 3, subject to the terms and provisions of Article 7, Section 2 of this Declaration; and"

3. Article 1, Section 2(a) of the Declaration shall be and is hereby amended to read in its entirety as follows:

(a) "ACC means the applicable architectural control committee established pursuant to this Declaration with respect to the applicable portion of Falcon's Lair Phase I over which such respective architectural control committee is entitled to exercise its powers."

4. The second sentence of Article 1, Section 1(g) of the Declaration shall be and is hereby amended to read in its entirety as follows:

"Accordingly, the Common Area includes the Amenity Center - Phase 1 Land and the Amenity Center - Phase 2 Land (hereinafter collectively referred to as the "Amenity Center Land"), together with any landscape and maintenance (including, but not limited to, wall maintenance) easements reflected on any Plat. Other than the Amenity Center Land, each owner of a Parcel shall have the right to grant rights of access and use of the Common Areas located upon such Parcel; provided the granting of such rights does not increase the costs or liabilities of the Association associated with such Common Areas. The owner of the Amenity Center Land shall dedicate such land to the Association upon a written request by the Association for such dedication."

5. The first sentence and second sentence of Article 2, Section 1(b) of the Declaration shall be and are hereby amended by deleting therefrom the phrase "the Declarant, Builder and."

6. The second sentence of Article 2, Section 2(h) of the Declaration shall be and is hereby amended by deleting therefrom the phrase "the Declarant, Builder and."

7. Article 3, Section 1 of the Declaration shall be and is hereby amended by deleting therefrom the phrase "the Declarant, Builder and."

8. Article 3, Section 2(a) of the Declaration shall be and is hereby amended to read in its entirety as follows:

"(a) Initial Appointment. The ACC exercising control over the portion of Falcon's Lair Phase I constituting Parcel 1A (the "Parcel 1A ACC") shall initially consist of the following three (3) members: one (1) initial member shall be appointed by Builder, one (1) by Engle and one (1) jointly by Builder and Engle. The ACC exercising control over the portion of Falcon's Lair Phase I constituting Parcel 2A, Parcel 1B, Parcel 2B, and Parcel 3 (the "Hillwood ACC") shall consist of three (3) members, with each and all of such members to be appointed by Declarant. Any matter brought before either the Parcel 1A ACC or the Hillwood ACC that requires a variance from the terms of the Declaration as amended by the First Amendment shall require the approval of both the Parcel 1A ACC and the Hillwood ACC (with such approval not to be unreasonably withheld, conditioned or delayed).

9. Article 3, Section 2(b) of the Declaration shall be and is hereby amended to read in its entirety as follows:

"(b) Term and Subsequent Appointments. The member of the Parcel 1A ACC appointed by Builder and the member of the Parcel 1A ACC appointed by Engle shall each serve until they resign or are removed by the party who appointed them (which the appointing party may do at any time and for any reason). The member of the Parcel 1A ACC jointly appointed by Builder and Engle shall serve until he/she resigns or is removed by the joint action of Builder and Engle (which they may do at any time and for any reason). Subsequent appointments to the Parcel 1A ACC shall be made by Builder, by Engle, or jointly by Builder and Engle, as the case may be. Builder and Engle shall exercise such rights until such time as they either relinquish such rights by written notice to the Board or they no longer own any Lot or land in Falcon's Lair Phase I; and thereafter, all matters to be considered by the ACC with regard to Parcel 1A shall be performed by the Hillwood ACC which shall then and thereafter constitute the ACC for all purposes hereunder with regard to all portions of the Falcon's Lair Phase I. The members of the Hillwood ACC appointed by Declarant shall each serve until they resign or are removed by Declarant (which Declarant may do at any time and for any reason). Subsequent appointments to the Hillwood ACC shall be made by Declarant. Declarant shall exercise such rights until such time as Declarant either relinquishes such rights by written notice to the Board or no longer owns any Lot or land in Falcon's Lair Phase I; and thereafter, appointments to and removals from the Hillwood ACC shall be made by the Board."

10. Article 3, Section 3(b) of the Declaration shall be and is hereby amended by adding the following at the end thereof:

"Subject to Article 3, Section 1, a majority vote on any matter submitted to the ACC for approval shall prevail. Any member of the ACC abstaining from voting on any particular matter shall be deemed to have voted in the same manner as Declarant for purposes of determining the majority."

11. Article 3, Section 4(e)(2)(i) of the Declaration shall be and is hereby amended by deleting therefrom the phrase "the Declarant, Builder and" in each of five (5) separate places."

12. Article 3, Section 4(e)(8) of the Declaration shall be and is hereby amended by substituting the color "Black" in lieu of and in replacement of the color "Forest Green."

13. Article 3, Section 8(b) of the Declaration shall be and is hereby amended by deleting therefrom the phrase "(with the consent of Declarant and Builder)."

14. The fifth sentence of Article 5, Section 1 of the Declaration shall be and is hereby amended to read in its entirety as follows:

"The term of existence of the Association and other matters pertaining to its operation are set forth in the Articles of Incorporation and the Bylaws of the Association (copies of which may be obtained from the Association)."

15. Article 5, Section 2(b) of the Declaration shall be and is hereby amended to read in its entirety as follows:

"(b) Class B. The Class B Members shall be the owners of Lots in Parcels 1A, 2A, 1B, 2B, and 3 (other than persons that have purchased a Lot with a home constructed thereon or purchased a Lot for the purpose of occupying a home to be constructed thereon), each of whom shall be entitled to three (3) votes for each Lot owned by such Party. For purposes of this Article, Lots shown on a preliminary plat approved by the City shall be deemed to be a "Lot"."

16. Article 6, Section 4 of the Declaration shall be and is hereby amended to read in its entirety as follows:

"Section 4. Special Assessments. The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Area, to satisfy its indemnity obligations under the articles or bylaws or for other similar purposes. Each Special Assessment [save and except for those related to the Construction Fee (hereinafter defined), Initiation Fee (hereinafter defined) and the Operating Fee (hereinafter defined)] must be approved at a duly called meeting of the Association by a majority vote of each class of members present (or voting by proxy) at such meeting. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment [save and except for those relating to the Construction Fee (hereinafter defined) and Initiation Fee (hereinafter defined), the Operating Fee (hereinafter defined)], the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and time and method of payment thereof. The time for paying any Special Assessment (which may be in installments), save and except for those relating to the Construction Fee (hereinafter defined), Initiation Fee (hereinafter defined) and the Operating Fee (hereinafter defined), shall be as specified in the approved proposal therefor. "Amenity Center Improvements" (herein so called) shall consist of a swimming pool, baby pool, bath house and playground and shall be constructed at the time and in the manner agreed to by Hillwood, Builder, Engle and Falcon's Lair (while Falcon's Lair owns land in Falcon's Lair Phase

1) (with such agreement not to be unreasonably withheld, conditioned or delayed), pursuant to plans and specifications to be mutually approved by and between Hillwood, Builder and Engle and Falcon's Lair (while Falcon's Lair owns land in Falcon's Lair Phase 1) (with such approval not to be unreasonably withheld, conditioned or delayed). In order to fund all or a portion of the payment of the costs of construction of the Amenity Center Improvements, each Owner of a Lot shall pay to the Association the amount of \$1,000.00 (the "Construction Fee") for each Lot now or hereafter platted and forming a part of Falcon's Lair Phase I. Except as otherwise provided herein, the \$1,000.00 Construction Fee per Lot shall be paid to the Association at the time of commencement of the construction of the Amenity Center Improvements. Notwithstanding anything to the contrary contained or implied hereinabove, with respect to any Lots contained in a Parcel upon which no substantial development has commenced at the time of the commencement of the Amenity Center Improvements pursuant to a construction contract for the purpose of constructing the Amenity Center Improvements, the entire \$1,000.00 Construction Fee shall be paid to the Association with respect to each phase developed or under development in such Parcel upon the commencement of development of such phase in such Parcel (with respect to all Lots comprising such phase of such Parcel). Each and all Construction Fees paid to the Association shall be deposited by the Association in an account earmarked for, and restricted to, use by the Association for reimbursement to the party constructing the Amenity Center Improvements. The Association shall periodically disburse to the party so constructing the Amenity Center Improvements (but no more frequently than on a monthly basis) the reasonable costs and expenses paid or incurred by such constructing party to such point in time less applicable retainage upon submission to the Association of appropriate evidence reasonably supporting such disbursement request of such cost and expenses. Any applicable retainage amount shall be promptly funded to the constructing party by the Association following completion of construction and receipt by the Association of appropriate final lien waivers and releases from all contractors and subcontractors performing such construction work. Notwithstanding anything to the contrary contained or implied elsewhere herein, in no event shall the Association be required to reimburse the party so constructing the Amenity Center Improvements more than the aggregate Construction Fees previously received by the Association on the date payment is so requested; provided, however, if, as and when additional Construction Fees are received by the Association, the Association shall promptly remit the same to the party so constructing the Amenity Center Improvements to the extent not previously fully reimbursed for the costs and expenses paid or incurred by such constructing party. Each Owner of a Lot comprising a portion of Parcel 1B, Parcel 2A or Parcel 2B and Parcel 3 shall also pay to the Association the sum of \$100.00 for each Lot (the "Operating Fee") upon the commencement of substantial development of a phase of such Parcel (with respect to all Lots comprising such phase of such Parcel) which shall be deposited by the Association in an account earmarked for, and restricted to, use by the Association for operating expenses. With regard to each Owner of a Lot comprising a portion of Parcel 1A, contemporaneously with the transfer of title to any Lot by such Owner to an unaffiliated party, the new Owner of such Lot comprising a portion of Parcel 1A shall pay to the Association the sum of \$100.00 for each Lot comprising a portion of Parcel 1A then being acquired as the Operating Fee attributable thereto which shall be deposited by the Association in the account earmarked for, and restricted to, use by the Association for operating expenses. Contemporaneously with the sale of any Lot on which a Residence is located, the purchaser of such Lot shall pay to the Association the sum of \$150.00 (the "Initiation Fee"). In the event that any Owner shall fail to pay, when due, the Construction Fee, the Initiation Fee and/or the Operating Fee, the Association shall have the right, power and authority to enforce payment of same as duly authorized, past due Special Assessments hereunder. The Association shall, promptly following written request therefor from any Owner of a Lot, existing or proposed mortgagee, proposed purchaser or other interested party with respect thereto, issue an estoppel certificate with respect to the amount, if any, due and owing with respect to such Lot with regard to any Construction Fee, Initiation Fee and/or Operating Fee, the respective amount(s) thereof and, if all such fees have been fully paid and satisfied (or, alternatively, will be fully satisfied out of the proceeds of any anticipated closing with regard to which the request is made), the Association shall issue in favor of any and all such interested parties, a full and complete acknowledgement of payment thereof and release of any and all liens to which the

Association is entitled to enforce same in recordable form (even though the actual document may be transmitted to a title company or other escrow agent conditioned upon the Association receiving a specified amount which is then unpaid), conditioned upon payment of a reasonable charge (not to exceed \$25.00) to the Association for issuance."

17. The first sentence of Article 6 Section 3(b) shall be and is hereby amended to read as follows: "The initial Maintenance Assessment for each Lot shall not exceed \$35.00 per month."

18. The parties hereto hereby further amend the Declaration by imposing the additional deed restrictions ("Additional Deed Restrictions") attached hereto as Annex I and fully incorporated herein by reference for all purposes against Falcon's Lair Phase I. In the event of any conflict between the terms of the Declaration and the Additional Deed Restrictions attached thereto, the more restrictive shall control.

19. The legal descriptions for Parcels 1A, 1B, 2A and 2B and the Amenity Center Land, and Parcel 3 are attached hereto as Exhibits A, B, C, and D, respectively.

The Declaration, as amended hereby, remains in full force and effect.

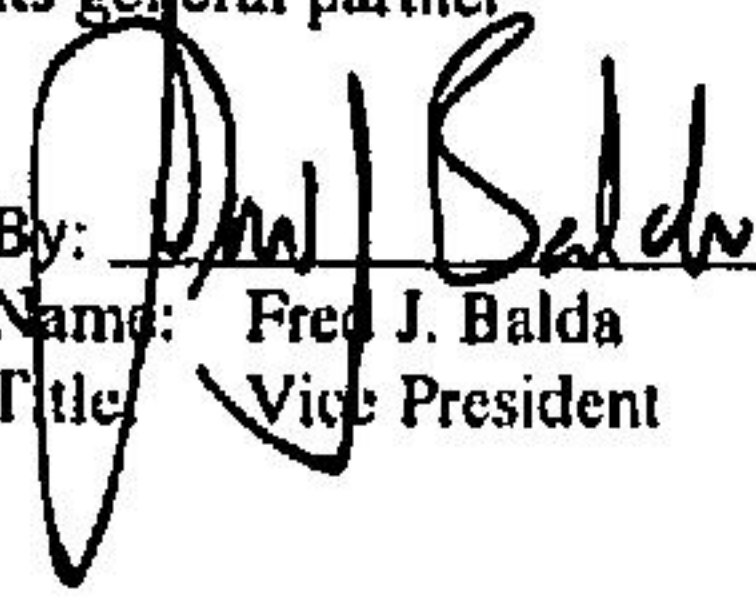
IN WITNESS WHEREOF, the Declarant has executed this First Amendment effective as of _____, 2001.

HILLWOOD:

HILLWOOD RLD, L.P., a Texas limited partnership

By: Hillwood Operating, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development Corporation,
a Texas corporation,
its general partner

By: 
Name: Fred J. Balda
Title: Vice President

BUILDER:

DOUGLAS/FALCON'S LAIR, LTD.,
a Texas limited partnership

By: Douglas Properties/Development, Inc.,
a Texas corporation,
its general partner

By: _____
Name: James R. Douglas, Jr.
Title: President

Association is entitled to enforce same in recordable form (even though the actual document may be transmitted to a title company or other escrow agent conditioned upon the Association receiving a specified amount which is then unpaid), conditioned upon payment of a reasonable charge (not to exceed \$25.00) to the Association for issuance."

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19. The legal descriptions for Parcels 1A, 1B, 2A and 2B and the Amenity Center Land, and Parcel 3 are attached hereto as Exhibits A, B, C, and D, respectively.

The Declaration, as amended hereby, remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment effective as of _____, 2001.

HILLWOOD:

HILLWOOD RLD, L.P., a Texas limited partnership

By: Hillwood Operating, L.P., a Texas limited partnership, its general partner

By: Hillwood Development Corporation, a Texas corporation, its general partner

By: _____
Name: Fred J. Balda
Title: Vice President

BUILDER:

DOUGLAS/FALCON'S LAIR, LTD., a Texas limited partnership

By: Douglas Properties/Development, Inc., a Texas corporation, its general partner

By: _____
Name: James R. Douglas, Jr.
Title: President

FROM HUGHES&LUCE L. L. P.

214-939-6108

(MON) 10. 1 ' 01 17:59/ST. 17:52/NO. 4260852554 P 14

FALCON'S LAIR:

FALCON'S LAIR, LP,
a Delaware limited partnership

By: **Alpert Development Company, LLC,**
a Delaware limited liability company,
its general partner

By: _____
Name: **Spencer W. Alpert**
Title: **President**

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2001, by Fred J. Balda, Vice President of Hillwood Development Corporation, a Texas corporation, General Partner of Hillwood Operating, L.P., a Texas limited partnership, general partner Hillwood RLD, L.P., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public, State of Texas

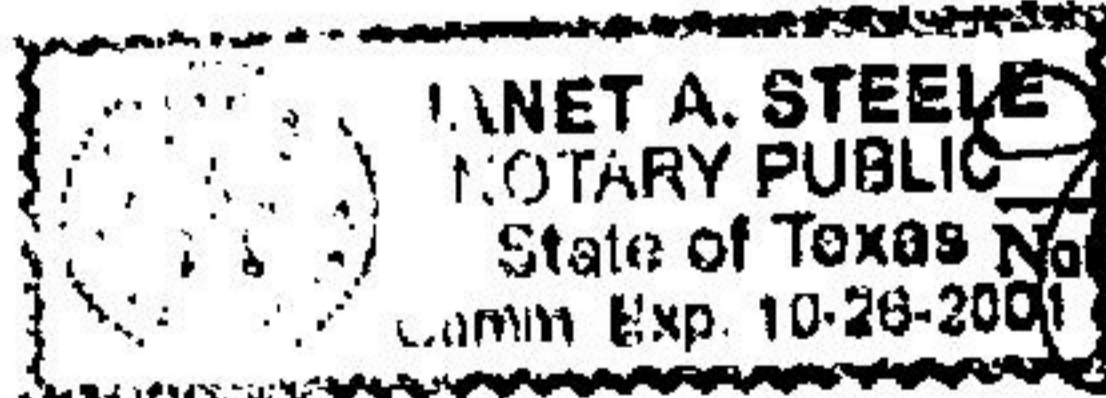
(Typed/Printed Name of Notary)

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on Oct. 1, 2001, by James R. Douglas, Jr., President of Douglas Properties/Development, Inc., a Texas corporation, General Partner of DOUGLAS/FALCON'S LAIR, LTD., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:



(Typed/Printed Name of Notary)

FALCON'S LAIR:

FALCON'S LAIR, LP,
a Delaware limited partnership

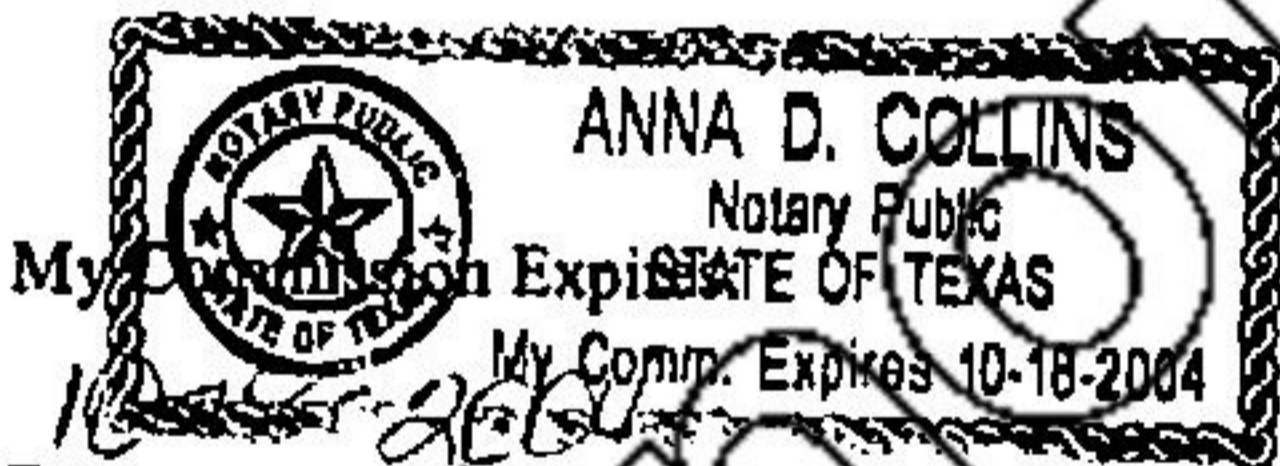
By: Alpert Development Company, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Spencer W. Alpert
Title: President

THE STATE OF TEXAS
COUNTY OF Dallas

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This instrument was acknowledged before me on October 1, 2001, by Fred J. Balda, Vice President of Hillwood Development Corporation, a Texas corporation, General Partner of Hillwood Operating, L.P., a Texas limited partnership, general partner Hillwood RLD, L.P., a Texas limited partnership, on behalf of said limited partnership.



Anna D. Collins
Notary Public, State of Texas
Anna D. Collins
(Typed/Printed Name of Notary)

THE STATE OF TEXAS
COUNTY OF DALLAS

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This instrument was acknowledged before me on _____, 2001, by James R. Douglas, Jr., President of Douglas Properties/Development, Inc., a Texas corporation, General Partner of DOUGLAS/FALCON'S LAIR, LTD., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Notary Public, State of Texas

(Typed/Printed Name of Notary)

THE STATE OF TEXAS

COUNTY OF DALLAS

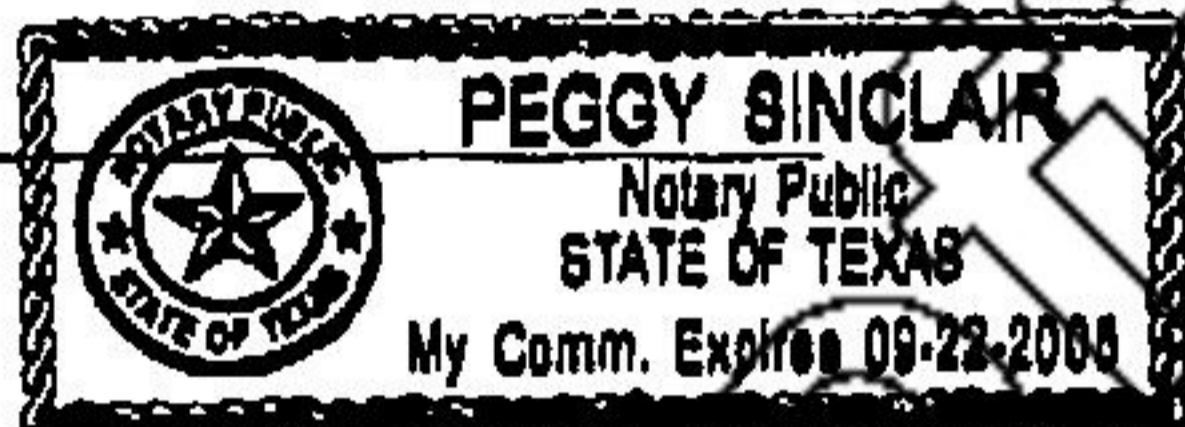
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BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Spencer W. Alpert, President of Alpert Development Company, LLC, a Delaware limited liability company, the General Partner of FALCON'S LAIR, LP, a Delaware limited partnership, and acknowledged to me that he executed the same as the act and deed of said limited partnership, for the purposes and consideration therein expressed, and in his capacity as a General Partner of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of October 2001.

Peggy Sinclair
Notary Public, State of Texas

My Commission Expires:

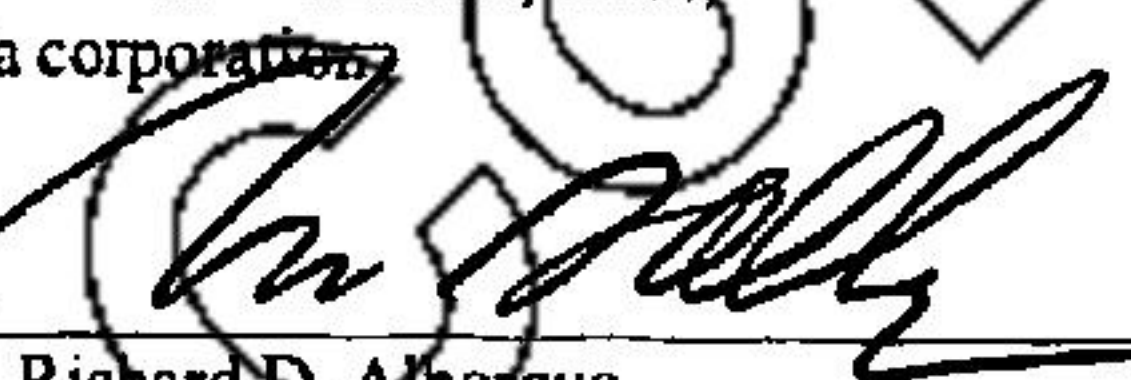


Peggy Sinclair
(Type/Printed Name of Notary)

JOINDER AND CONSENT

The undersigned, being the purchaser under a certain contract to purchase from Builder certain Lots to be developed in Parcel 1A of the Falcon's Lair Master Plan Community, hereby joins in the execution of this First Amendment to Declaration of Covenants, Conditions and Restrictions for Falcon's Lair Phase I in order to evidence its approval thereof and consent thereto.

ENGLE HOMES/TEXAS, INC.,
a Florida corporation

By: 
Name: Richard D. Alberque
Title: Division President

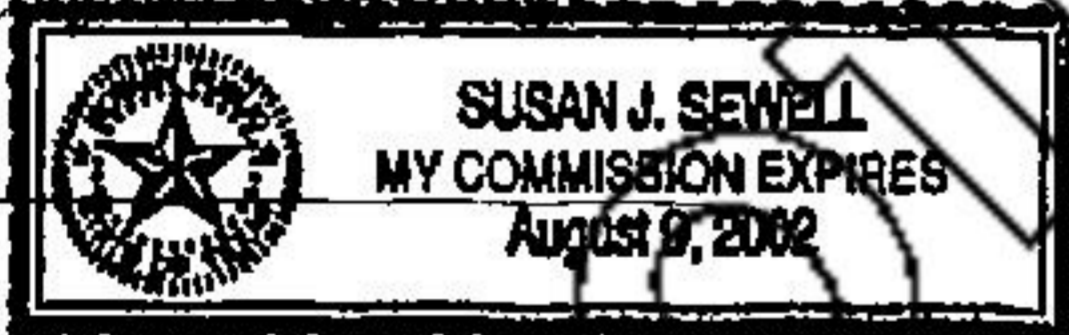
THE STATE OF TEXAS

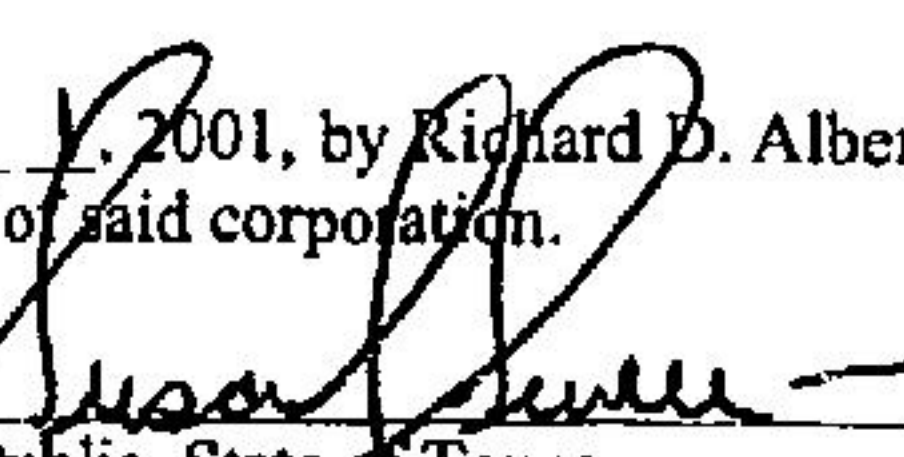
COUNTY OF DALLAS

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This instrument was acknowledged before me on 001 1, 2001, by Richard D. Alberque, Division President of Engle Homes/Texas, Inc., a Florida corporation, on behalf of said corporation.

My Commission Expires




Notary Public, State of Texas

Susan J. Sewell
(Typed/Printed Name of Notary)

Annex 1

1. The minimum house size shall be 1,600 square feet and at least 50% of the houses shall be 1,800 square feet or larger
2. The front yard setback shall be 25 feet.
3. The rear yard setback shall be 20 feet.
4. The side yards shall be 10 feet for corner lots and 5 feet for interior lots.
5. Mailboxes shall either be a standard designed wrought iron mailbox or a brick mailbox.
6. Fences shall be cedar fencing along Cartwright Road and on corner lots and black wrought iron along green belt (creek lots).
7. There shall be at least two 3-inch caliper trees on interior lots and three 3-inch caliper trees on corner lots. The species of tree shall be determined by mutual agreement of both ACCs.
8. The minimum roof pitch shall be 6:12.
9. Roof materials shall be 20-year warranty (220#) asphalt roof or its equivalent.
10. Garages shall be either recessed or have two separated doors with brick column. At least 25% of homes shall be side or swing loaded garages.
11. Homes shall be a minimum of 75% brick
12. The front yard landscaping shall consist of at least a sodded front yard with irrigation and 20 one-gallon shrubs. Shrubs shall be required along any corner lot fencing.
13. Any retaining walls shall be of stone or masonry material.

Return to:
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204

EXHIBIT "A"

PARCEL 1A

Being a tract of land situated in the M. L. Swing Survey, Abstract No. 1398, City of Mesquite, Dallas County, Texas, and being a portion of Tract 1 as described in Special Warranty Deed to FALCON'S LAIR, L.P. as recorded in Volume 97204, Page 2005 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found at the most westerly corner of said Falcon's Lair tract, also being the most westerly corner of a tract of land described in Deed to Falcons Lair Utility and Reclamation District (F.L.U.R.D.), recorded in Volume 98188, Page 1495, of the Deed Records of Dallas County, Texas;

THENCE North 44 degrees 15 minutes 46 seconds East, along the most westerly line of said F.L.U.R.D. tract, and along the northwesterly line of said Tract 1, a distance of 578.33 feet to a point for a corner;

THENCE South 45 degrees 44 minutes 14 seconds East, departing said northwesterly line, a distance of 58.84 feet to a 5/8 inch iron rod with "Huitt-Zollars" cap found for a corner, on a southeasterly line of said F.L.U.R.D. tract, for the POINT OF BEGINNING of the herein described tract;

THENCE North 44 degrees 15 minutes 55 seconds East, along a southeasterly line of said F.L.U.R.D. tract, a distance of 865.77 feet to a 1/2 inch iron rod found with "NDM" cap, also being the most southerly corner of that certain tract of land described in Deed to the City of Mesquite, as recorded in Volume 96067, Page 563 of the Deed Records of Dallas County, Texas;

THENCE, along the southeasterly line of said City of Mesquite tract the following courses:

North 44 degrees 14 minutes 30 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

North 57 degrees 02 minutes 03 seconds East, a distance of 315.98 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap from which a 1/2 inch iron rod found with "NDM" cap, bears North 73 degrees 18 minutes 17 seconds East, a distance of 0.66 feet;

THENCE South 45 degrees 45 minutes 09 seconds East, departing the southeasterly line of said City of Mesquite Tract, a distance of 25.64 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 84 degrees 50 minutes 35 seconds East, a distance of 127.81 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 78 degrees 08 minutes 03 seconds East, a distance of 75.15 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 86 degrees 49 minutes 17 seconds East, a distance of 80.23 feet to

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a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 69 degrees 33 minutes 09 seconds East, a distance of 79.88 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 22 degrees 37 minutes 58 seconds West, a distance of 110.00 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner and being the beginning of a non-tangent curve to the right having a central angle of 37 degrees 44 minutes 52 seconds, a radius of 250.00 feet and being subtended by a 161.74 foot chord which bears South 48 degrees 29 minutes 36 seconds East;

THENCE, along said curve to the right in a southeasterly direction, an arc distance of 164.71 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap at the point of reverse curvature of a curve to the left having a central angle of 31 degrees 34 minutes 51 seconds, a radius of 400.00 feet and being subtended by a 217.69 foot chord which bears South 45 degrees 24 minutes 35 seconds East;

THENCE along said curve to the left in a southeasterly direction, an arc distance of 220.48 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner at the end of said curve;

THENCE South 61 degrees 12 minutes 00 seconds East, a distance of 71.42 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 28 degrees 48 minutes 00 seconds West, a distance of 303.32 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 18 degrees 45 minutes 59 seconds West, a distance of 55.80 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 04 degrees 18 minutes 19 seconds West, a distance of 320.60 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 05 degrees 24 minutes 06 seconds West, a distance of 127.44 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE North 84 degrees 05 minutes 48 seconds West, a distance of 16.86 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner;

THENCE South 05 degrees 54 minutes 12 seconds West, a distance of 130.00 feet to a 5/8 inch iron rod set with "Huitt-Zollars" cap for a corner on the northerly line of the aforementioned F.L.U.R.D. tract;

THENCE, along a northerly line of said F.L.U.R.D. tract, the following courses and distances:

North 84 degrees 05 minutes 48 seconds West, a distance of 130.20 feet to a 5/8 inch iron rod found with "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 26 degrees 56 minutes 23 seconds a radius of 2460.00 feet, and being subtended by a 1146.03 foot chord which bears North 70 degrees 17 minutes 37 seconds West;

along said curve to the right in a northwesterly direction, an arc distance of

1156.66 feet to a 5/8 inch iron rod found with "Huitt-Zollars" cap at the beginning of a compound curve to the right having a central angle of 10 degrees 03 minutes 24 seconds, a radius of 960.00 feet, and being subtended by a 168.29 foot chord which bears North 52 degrees 07 minutes 43 seconds West.

along said curve to the right in a northwesterly direction, an arc distance of 168.50 feet, to a 5/8 inch iron rod found with "Huitt-Zollars" cap for a corner;

North 00 degrees 58 minutes 07 seconds West, a distance of 42.25 feet to the POINT OF BEGINNING and containing 30.353 acres of land, more or less.

EXHIBIT "B"

PARCEL 1 B

LEGAL DESCRIPTION

BEING all that certain lot, tract or parcel of land located in the M. L. SWING SURVEY, ABSTRACT NO. 1398, Mesquite, Dallas County, Texas and being a part of a tract of land described as Tract 1 in Deed to Falcon's Lair, L. P., recorded in Volume 97204, Page 2005, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found at the intersection of the East line of a tract of land described in Deed to Douglas/Falcons Lair, LTD. recorded in Volume 99245, Page 4490, Deed Records, Dallas County, Texas with the North line of Cartwright Road as established by Plat of CARTWRIGHT ROAD - PHASE ONE, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 2001143, Page 92, Map Records, Dallas County, Texas;

THENCE Northerly, along the East line of said Douglas/Falcons Lair, LTD., the following (8) courses and distances: North 05 deg. 54 min. 12 sec. East, a distance of 130.00 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 84 deg. 05 min. 48 sec. East, a distance of 18.86 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 05 deg. 24 min. 06 sec. East, a distance of 127.44 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 04 deg. 18 min. 39 sec. East, a distance of 320.60 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 18 deg. 46 min. 59 sec. East, a distance of 56.80 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 28 deg. 48 min. 00 sec. East, a distance of 327.64 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 69 deg. 27 min. 11 sec. East, a distance of 21.94 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 78 deg. 18 min. 32 sec. East, a distance of 40.52 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 77 deg. 28 min. 49 sec. East, a distance of 20.20 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 44 deg. 57 min. 46 sec. East, a distance of 30.32 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 49 deg. 04 min. 56 sec. East, a distance of 81.51 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 89 deg. 30 min. 22 sec. East, a distance of 28.88 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 60 deg. 26 min. 43 sec. East, a distance of 383.13 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 61 deg. 47 min. 17 sec. East, a distance of 512.45 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 62 deg. 35 min. 42 sec. East, a distance of 35.84 feet to a point for corner;

THENCE South 28 deg. 50 min. 28 sec. West, a distance of 238.42 feet to a point for corner;

THENCE South 15 deg. 38 min. 30 sec. West, a distance of 48.17 feet to a point for corner;

THENCE South 04 deg. 18 min. 39 sec. West, a distance of 218.39 feet to a point for corner;

THENCE South 02 deg. 42 min. 44 sec. East, a distance of 53.58 feet to a point for corner;

THENCE South 01 deg. 37 min. 16 sec. West, a distance of 68.55 feet to a point for corner;

THENCE South 10 deg. 45 min. 54 sec. West, a distance of 68.55 feet to a point for corner;

THENCE South 19 deg. 54 min. 31 sec. West, a distance of 68.55 feet to a point for corner;

THENCE South 29 deg. 03 min. 09 sec. West, a distance of 68.55 feet to a point for corner;

THENCE South 38 deg. 52 min. 12 sec. West, a distance of 74.00 feet to a point for corner;

THENCE South 45 deg. 57 min. 32 sec. East, a distance of 230.04 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 59 deg. 19 min. 21 sec., a radius of 100.00 feet and a chord bearing and distance of North 15 deg. 04 min. 26 sec. West, 98.97 feet;

THENCE Northerly, along said curve to the right, an arc distance of 103.54 feet to a point for corner at the beginning of a curve to the left having a central angle of 85 deg. 39 min. 26 sec., a radius of 145.00 feet and a chord bearing and distance of North 28 deg. 14 min. 28 sec. West, 197.14 feet;

THENCE Northerly, along said curve to the left, an arc distance of 216.77 feet to a point for corner at the beginning of a curve to the right having a central angle of 44 deg. 03 min. 16 sec., a radius of 100.00 feet and a chord bearing and distance of North 49 deg. 02 min. 33 sec. West, 75.01 feet;

THENCE Northwesterly, along said curve to the right, an arc distance of 76.89 feet to a point for corner at the beginning of a curve to the left having a central angle of 57 deg. 04 min. 53 sec., a radius of 305.00 feet and a chord bearing and distance of North 55 deg. 33 min. 21 sec. West, 291.45 feet;

THENCE Northwesterly, along said curve to the left, an arc distance of 303.86 feet to a point for corner;

THENCE North 05 deg. 54 min. 12 sec. East, a distance of 130.00 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 84 deg. 05 min. 48 sec. West, passing at a distance of 393.00 feet a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found at the most easterly Northeast corner of said Addition, continuing a total distance of 411.98 feet to the POINT OF BEGINNING and containing 23.757 acres or 1,034,876 square feet of land.

EXHIBIT C

PARCEL 2A, 2B AND AMENITY CENTER LAND

BEING all that certain lot, tract or parcel of land located in the M. L. SWING SURVEY, ABSTRACT NO. 1398, Mesquite, Dallas County, Texas and being a part of a tract of land described as Tract 1 in Deed to Falcon's Lair, L. P., recorded in Volume 97204, Page 2005, Deed Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in or near the centerline of Lawson Road, a variable width public right-of-way, at the West corner of said Tract 1 and the Northeast corner of a tract of land described in Deed to the City of Mesquite, recorded in Volume 4743, Page 89, Deed Records, Dallas County, Texas, said point being the most westerly Southwest corner of CARTWRIGHT ROAD PHASE ONE, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 2001143, Page 92, Map Records, Dallas County, Texas;

THENCE South 45 deg. 40 min. 02 sec. East, along the common line of said Tract 1 and said City of Mesquite tract and said Addition, a distance of 58.81 feet to a 1/2 inch iron rod with a plastic cap stamped "NDM" found for corner;

THENCE North 44 deg. 15 min. 55 sec. East, along the southeasterly line of Lawson Road as established by said Addition, a distance of 20.00 feet to the POINT OF BEGINNING of the tract herein described;

THENCE along the southerly lines of Lawson Road and Cartwright Road as established by said Addition, the following four (4) courses and distances: North 44 deg. 15 min. 55 sec. East, a distance of 408.73 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 88 deg. 54 min. 31 sec. East, a distance of 56.92 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner at the beginning of a non-tangent curve to the left having a central angle of 09 deg. 36 min. 39 sec., a radius of 1040.00 feet and a chord bearing and distance of South 52 deg. 21 min. 05 sec. East, 174.25 feet;

THENCE Southeasterly, along said curve to the left, an arc distance of 174.45 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner at the beginning of a curve to the left having a central angle of 26 deg. 56 min. 23 sec., a radius of 2540.00 feet and a chord bearing and distance of South 70 deg. 37 min. 36 sec. East, 1183.30;

THENCE Southeasterly, along said curve to the left, an arc distance of 1194.27 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner:

THENCE South 84 deg. 05 min. 48 sec. East, passing at a distance of 149.17 feet a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner at the most easterly Southeast corner of said CARTWRIGHT ROAD-PHASE ONE Addition and the most Southerly Northwest corner of CARTWRIGHT ROAD-PHASE TWO an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 2001182, Page 35, Map Records, Dallas County, Texas, continuing a total distance of 542.17 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 35 deg. 00 min. 19 sec., a radius of 225.00 feet and a chord bearing and distance of South 66 deg. 35 min. 39 sec. East, 135.34 feet;

THENCE along the Southwesterly lines of said CARTWRIGHT ROAD-PHASE TWO Addition the following three (3) courses and distances: Easterly, along said curve to the right, an arc distance of 137.46 to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 84 deg. 35 min. 13 sec., a radius of 100.00 feet and a chord bearing and distance of South 06 deg. 47 min. 53 sec. East, 134.59 feet;

THENCE Southerly, along said curve to the right, an arc distance of 147.63 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 139 deg. 33 min. 11 sec., a radius of 145.00 feet and a chord bearing and distance of South 34 deg. 16 min. 52 sec. East, 272.12 feet;

THENCE Southerly along said curve to the left, an arc distance of 353.17 to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 59 deg. 19 min. 21 sec., a radius of 100.00 feet and a chord bearing and distance of South 74 deg. 23 min. 47 sec. East, 98.97 feet;

THENCE Easterly, along said curve to the right, an arc distance of 103.54 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE South 44 deg. 44 min. 06 sec. East a distance of 30.36 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 2 deg. 18 min. 37 sec., a radius of 625.00 feet and a chord bearing and distance of South 45 deg. 53 min. 25 sec. East, 25.20 feet;

THENCE Southeasterly along said curve to the left, an arc distance of 25.20 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE South 36 deg. 12 min. 29 sec. West, a distance of 198.79 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 81 deg. 09 min. 01 sec. West, a distance of 1.16 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 75 deg. 44 min. 37 sec. West, a distance of 22.94 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 55 deg. 11 min. 43 sec. West a distance of 195.97 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 80 deg. 35 min. 29 sec. West, a distance of 26.00 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 74 deg. 08 min. 16 sec. West, a distance of 114.59 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 76 deg. 47 min. 36 sec. West, a distance of 76.24 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 72 deg. 21 min. 06 sec. West, a distance of 188.11 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 75 deg. 07 min. 38 sec. West, a distance of 80.36 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 89 deg. 30 min. 44 sec. West, a distance of 26.97 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 74 deg. 35 min. 27 sec. West, a distance of 23.12 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 43 deg. 29 min. 13 sec. West, a distance of 260.25 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 30 deg. 21 min. 00 sec. West, a distance of 66.90 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 22 deg. 37 min. 11 sec. West, a distance of 86.87 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 64 deg. 39 min. 53 sec. West, a distance of 26.53 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 78 deg. 52 min. 46 sec. West, a distance of 54.75 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 36 deg. 51 min. 43 sec. West, a distance of 24.78 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 18 deg. 16 min. 57 sec. West, a distance of 52.22 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 52 deg. 38 min. 59 sec. West, a distance of 44.32 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 45 deg. 40 min. 02 sec West, a distance of 1894.94 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the POINT OF BEGINNING and containing 1,763,605 square feet or 40.487 acres of land.

Unofficial Copy

EXHIBIT "D"

PARCEL 3

LEGAL DESCRIPTION

BEING all that certain lot, tract or parcel of land located in the M. L. SWING SURVEY, ABSTRACT NO. 1398 and the SWING & LAWS SURVEY, ABSTRACT NO. 1403, Mesquite, Dallas County, Texas and being a part of a tract of land described as Tract 1 in Deed to Falcon's Lair, L. P., recorded in Volume 97204, Page 2005, Deed Records, Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found in or near the centerline of Lawson Road, a variable width public right-of-way, at the West corner of said Tract 1 and the Northeast corner of a tract of land described in Deed to the City of Mesquite, recorded in Volume 4743, Page 89, Deed Records, Dallas County, Texas;

THENCE South 45 deg. 40 min. 02 sec. East, along the common line of said Tract 1 and said City of Mesquite Tract, a distance of 2437.23 feet to a point for corner;

THENCE North 44 deg. 19 min. 58 sec. East, a distance of 1088.41 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the POINT OF BEGINNING of the tract herein described;

THENCE North 36 deg. 12 min. 29 sec. East, a distance of 198.79 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 02 deg. 18 min. 37 sec., a radius of 625.00 feet and a chord bearing and distance of North 45 deg. 53 min. 25 sec. West, 25.20 feet;

THENCE Northwesterly, along said curve to the right, an arc distance of 25.20 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 44 deg. 44 min. 06 sec. West a distance of 30.36 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 59 deg. 19 min. 21 sec., a radius of 100.00 feet and a chord bearing and distance of North 74 deg. 23 min. 47 sec. West, 98.97 feet;

THENCE Northwesterly, along said curve to the left, an arc distance of 103.54 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 61 deg. 21 min. 17 sec., a radius of 145.00 feet and a chord bearing and distance of North 45 deg. 15 min. 54 sec. East, 147.96 feet;

THENCE Northeasterly, along said curve to the left, an arc distance of 155.27 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 59 deg. 19 min. 21 sec., a radius of 100.00 feet and a chord bearing and distance of South 15 deg. 04 min. 26 sec. East, 98.97 feet;

THENCE Southerly, along said curve to the left, an arc distance of 103.54 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 45 deg. 57 min. 32 sec. East, a distance of 230.04 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 38 deg. 52 min. 12 sec. East, a distance of 74.00 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 29 deg. 03 min. 09 sec. East, a distance of 68.55 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 19 deg. 54 min. 31 sec. East, a distance of 68.55 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 10 deg. 45 min. 54 sec. East, a distance of 68.55 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

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THENCE North 01 deg. 37 min. 16 sec. East, a distance of 68.55 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 02 deg. 42 min. 44 sec. East, a distance of 53.58 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 04 deg. 18 min. 39 sec. East, a distance of 218.39 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 15 deg. 38 min. 30 sec. East, a distance of 48.17 feet to a 1/2 inch iron rod with a plastic cap stamped "DAA" set for corner;

THENCE North 28 deg. 50 min. 28 sec. East, a distance of 238.42 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 62 deg. 35 min. 42 sec. East, a distance of 26.38 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 59 deg. 53 min. 55 sec. East, a distance of 25.86 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 53 deg. 38 min. 22 sec. East, a distance of 32.88 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 43 deg. 33 min. 29 sec. East, a distance of 38.60 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 33 deg. 13 min. 34 sec. East, a distance of 33.55 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 27 deg. 38 min. 17 sec. East, a distance of 82.32 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 37 deg. 22 min. 40 sec. East, a distance of 70.99 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 43 deg. 47 min. 07 sec. East, a distance of 96.82 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 39 deg. 36 min. 32 sec. East, a distance of 217.34 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 25 deg. 43 min. 51 sec. East, a distance of 670.89 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 19 deg. 27 min. 34 sec. East, a distance of 280.26 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 26 deg. 36 min. 32 sec. East, a distance of 260.82 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 07 deg. 37 min. 21 sec. East, a distance of 276.69 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 04 deg. 36 min. 54 sec. West, a distance of 99.33 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 01 deg. 02 min. 13 sec. East, a distance of 83.60 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 04 deg. 51 min. 55 sec. West, a distance of 52.24 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 15 deg. 51 min. 42 sec. West, a distance of 29.26 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 25 deg. 36 min. 12 sec. West, a distance of 29.77 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 35 deg. 38 min. 18 sec. West, a distance of 34.28 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 47 deg. 19 min. 56 sec. West, a distance of 84.59 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 63 deg. 04 min. 21 sec. West, a distance of 81.07 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 74 deg. 46 min. 31 sec. West, a distance of 17.01 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 85 deg. 11 min. 54 sec. West, a distance of 26.39 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 88 deg. 27 min. 42 sec. West, a distance of 85.40 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE South 70 deg. 13 min. 15 sec. West, a distance of 61.14 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 89 deg. 30 min. 58 sec. West, a distance of 29.65 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 77 deg. 42 min. 42 sec. West, a distance of 173.33 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 63 deg. 35 min. 58 sec. West, a distance of 204.15 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 40 deg. 20 min. 00 sec. West, a distance of 114.51 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 26 deg. 08 min. 25 sec. West, a distance of 203.94 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 13 deg. 05 min. 18 sec. West, a distance of 49.96 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 18 deg. 14 min. 41 sec. West, a distance of 226.50 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 23 deg. 38 min. 22 sec. West, a distance of 181.42 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 53 deg. 47 min. 31 sec. West, a distance of 176.70 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 62 deg. 38 min. 39 sec. West, a distance of 83.07 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

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THENCE North 72 deg. 29 min. 32 sec. West, a distance of 49.57 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 63 deg. 18 min. 06 sec. West, a distance of 53.89 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 69 deg. 02 min. 32 sec. West, a distance of 75.57 feet to a 5/8 inch iron rod with a plastic cap stamped "HUITT ZOLLARS" found for corner;

THENCE North 81 deg. 09 min. 01 sec. West, a distance of 26.11 feet to the POINT OF BEGINNING and containing 40.480 acres (1,763,330 square feet) of land.

Unofficial Copy

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Unofficial Copy

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

OCT 4 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas

EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

2001 OCT -4 PM 2:41

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