

STATE OF TEXAS §  
§  
COUNTY OF COLLIN §

16307

Rec. 3-20-85  
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MASTER  
DECLARATION OF COVENANTS, CONDITIONS,  
ASSESSMENTS, CHARGES, SERVITUDES,  
LIENS, RESERVATIONS, AND EASEMENTS

THIS Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements (herein called the "Declaration") is made as of the 20th day of March, 1985, by GREAT SOUTHWEST HOMES, INC., a Texas corporation (herein called "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant owns the Property (hereinafter described);  
and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of the Property (hereinafter defined) in a consistent manner, with continuity, and to insure the creation of an architecturally harmonious first-class development of high quality and standards, Declarant desires to subject the Property to these covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements hereinafter set forth (herein collectively called the "Covenants"); and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants.

ARTICLE I

DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

A. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot; provided that if any such Lot is subject to a Subsidiary Declaration the "Annual Assessment" with respect to such Lot may be levied and assessed against the association created by or pursuant to such Subsidiary Declaration.

B. "Assessable Property" shall mean the entire Property, except such part or parts thereof as may from time to time constitute Exempt Property.

C. "Assessment Lien" shall mean the lien created and imposed by Article IV which secures the payment of the Annual Assessment and the Maintenance Charge.

D. "Association" shall mean and refer to the non-profit corporation created under the laws of the State of Texas (at Declarant's sole cost and expense) and under a name selected by Declarant which will, as hereinafter provided for, own fee simple title to the Common Properties and have the power, duty and responsibility of maintaining and administering the Common Properties and the Perimeter Improvements, of enforcing the Covenants and of collecting and disbursing the assessments and charges hereinafter prescribed, such entity succeeding to the Declarant's perogatives with respect to such matters.

E. "City" shall mean the City of Dallas, Texas, or its assignees.

F. "Common Properties" shall mean:

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(1) Those portions of the Section Two Land, which are designated as "Common Area" on the Plat, together with the Permanent Improvements located thereon; and

(2) Those portions of Capistrano Drive (including North Capistrano Drive and South Capistrano Drive) Laguna Drive, Sausalito Drive and Vista Del Sol Drive which are located on the Section Two Land, together with the Permanent Improvements located thereon.

(3) The Perimeter Improvements.

(4) Any future private roads constructed upon the Section Three Land.

G. "Condominium Unit" shall mean any "apartment" within a condominium regime as established by V.T.C.A. Property Code, Section 81.001 et. seq., as such statute may be amended from time to time with respect to the Section Three Land.

H. "Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and assessments set forth herein.

I. "Declarant" shall mean Great Southwest Homes, Inc., a Texas corporation, and the successors and assigns (if any) of Great Southwest Homes, Inc. with respect to a voluntary disposition of all (or substantially all) of the assets of, or interests in, Great Southwest Homes, Inc. or with respect to the voluntary disposition of all or substantially all of the right, title and interest of Great Southwest Homes, Inc. in and to the Property prior to the end of the Development Period. No person merely purchasing a Lot, a Condominium Unit or any portion of the Property in the ordinary course of business, including without limitation a Subdeclarant (hereinafter defined) shall be considered as "Declarant".

J. "Declaration" shall mean this Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements, as amended or supplemented from time to time.

K. "Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property.

L. "Development Period" shall mean that period of time beginning on the date of recordation of the Declaration and ending on the earlier to occur of (i) five (5) years from the date of such recordation or (ii) the date on which Declarant first conveyed seventy-five percent (75%) of the Lots.

M. "Dwelling Unit" shall mean any portion of a building situated on the Property designed and intended for use and occupancy as a residence by a single family.

N. "Exempt Property" shall mean the following parts of the Property:

(1) All land and Permanent Improvements owned by or dedicated to and accepted by the United States, the State of Texas, Collin County, the City, or any political subdivision thereof, for as long as such entity or political subdivision is the Owner thereof, or for so long as said dedication remains effective.

(2) All Common Properties.

(3) All Perimeter Improvements.

(4) The screening fences which border the Section Two Land, including without limitation the entry to the Section Two Land from Voss Road.

O. "Lot" shall mean any platted lot within the Section Two Land or the Regular Section One Sites or any Condominium Unit constructed within the Section Three Land, excluding any Common Properties.

P. "Owner" shall mean the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered, as an original party, as purchaser thereunder, or as successor or assignee thereof, into a Contract for Deed with Declarant; the term "Owner" to exclude any person or persons, entity or entities, having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Declarant if Declarant is a record owner of fee simple title to a Lot, but only if with respect to such Lot, Declarant has not entered into a Contract for Deed. The term "Owner" shall include, collectively, all those persons who hold an undivided interest in a single Lot. For the purposes hereof, the term "Contract for Deed" shall be any contract executed by Declarant or a Subdeclarant with another person containing as its title or as part of its title the term "Contract for Deed" pursuant to which such person is acquiring a Lot on an installment basis whereby Declarant or a Subdeclarant does not transfer fee simple title to the Lot until such person has satisfied all of the terms and conditions of such contract.

Q. "Perimeter Improvements" shall mean:

(1) The screening fences which border the Section Two Land along the western, northern and eastern boundaries of the Section Two Land, including without limitation the entry to the Section Two Land from Voss Road;

(2) The 25' public access drives (as shown on the Plat) which serve as ingress and egress routes for those Lots in the Section Two Land which border on Timberglen Road (the "Access Drives"); and

(3) Any landscaping areas which are installed between the boundaries of the Access Drives and Timberglen Road.

R. "Permanent Improvements" shall mean with respect to any portion or parcel of the Property, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms, shrubs, hedges and fences) which, at the time of the assessment of each Annual Assessment, are located thereon.

S. "Plat" shall mean:

(1) The subdivision plat of Section One filed for record in Cabinet E Page 31 of the Map Records of Collin County, Texas (as such plat may be amended from time to time); and

(2) The subdivision plat of the Section Two Land filed for record in Cabinet E Page 171 of the Map Records of Collin County, Texas, (as such plat may be amended from time to time); and

(3) The subdivision plat of the Section Three Land filed for record in Cabinet E Page 100 of the Map Records of Collin County, Texas (as such plat may be amended from time to time).

T. "Property" shall mean the Section Two Land, the Section Three Land and the Regular Section One Sites.

U. "Section One" shall mean that real property known as Parkway Village Section One as is more particularly described on Exhibit "C" attached hereto and made a part hereof.

V. "Regular Section One Sites" shall mean Lots 1-32 of Block 24/8740 in Section One according to the Plat thereof and Lots 31-62 of Block 21/8740 in Section One according to the Plat thereof.

W. "Social Membership Section One Sites" shall mean Lots in Section One other than Regular One Sites.

X. "Section Two Land" shall mean that real property known as Parkway Village Section Two as is more particularly described on Exhibit "A" attached hereto and made a part hereof.

Y. "Section Three Land" shall mean that real property known as Parkway Village Section Three as is more particularly described on Exhibit "B" attached hereto and made a part hereof.

Z. "Subdeclarant" shall mean the declarant named in any Subsidiary Declaration.

AA. "Subsidiary Declaration" shall mean any condominium declaration or any declaration of covenants, conditions, assessments, charges, servitudes, liens, reservations, easements, or restrictions applicable to any portion of the Property which is recorded after the effective date hereof or which is otherwise subject hereto.

## ARTICLE II

### COVENANTS BINDING ON PROPERTY AND OWNERS

2.01 Property Bound. From and after the date of recordation of this Declaration, the Property shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind, and burden the Property.

2.02 Owners Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon and inure to the benefit of each Owner and his heirs, executors, administrators, personal representatives, successors, and assigns, whether or not so provided or otherwise mentioned in the Deed. Except with respect to the Exempt Property, each Owner, for himself, his heirs, executors, administrators, personal representatives, successors, and assigns, expressly agrees to pay, and to be personally liable for, the assessments provided for hereunder, and to be bound by all of the Covenants herein set forth. Except with respect to the Exempt Property, each Owner shall be and remain personally liable, regardless of whether he has transferred title to his Lot, for the amount of assessments (together with interest, costs, and attorneys' fees) which fell due while he was an Owner. No Owner shall escape personal liability for the assessments herein provided by non-use of the Common Properties, or by transfer or abandonment of his Lot.

## ARTICLE III

### ASSESSMENTS AND RESERVES

3.01 Annual Assessments. In order to provide funds for the purposes and uses specified in Article VI hereof, the Association acting through its Board of Directors (herein so called) in each year, commencing with the year in which the Common Properties are

conveyed to the Association, shall assess against the Assessable Property such charges as the Board of Directors determines are necessary and appropriate. The Annual Assessments will be based upon an annual budget prepared by the Board of Directors, which budget will be available for inspection by any Owner at the office of the Association during normal business hours. The budget shall contain an amount for the establishment of a reasonable reserve fund to cover extraordinary expenses for repairs to the Common Properties, for the periodic maintenance, repair and replacement of the Common Properties and to provide reserves for the payment of insurance premiums for policies maintained with respect to the Common Properties. If at any point during an Assessment Period it is determined that the prior Annual Assessment will be insufficient to meet the requirements, then such Additional Assessments as may be necessary may be made, which such additional assessments shall be deemed a part of the Annual Assessment for such Assessment Period.

3.02 Assessment Period. The Declarant shall establish either a calendar or fiscal year (herein called the "Assessment Period") for which the Annual Assessment is to be levied. The Declarant, or the Board of Directors following the Development Period, in its sole discretion may from time to time change the Assessment Period.

3.03 Allocation of Assessments. The Owners of all Assessable Property shall share in the responsibility for payment of the Annual Assessments as follows:

(a) Except as provided in the following sentences, all Lots shall bear the Annual Assessments proportionally, based upon the square footage of the relevant Lot in comparison to the square footage of all Lots subject to this Declaration. During the Development Period, Lots owned by the Declarant shall bear the Annual Assessments only to the extent that the actual cost of the operation and maintenance of the Common Properties exceeds the aggregate of the Annual Assessments payable by Lots owned by Owners other than the Declarant. Lots owned by the Declarant shall bear such Assessments in proportion to the square footage of the relevant Lot owned by the Declarant in comparison to the square footage of all Lots owned by the Declarant; provided, however, that the Association shall have the right to assess Declarant for a lump sum as determined above with respect to all Lots then owned by Declarant and shall not be required during the Development Period to calculate the amount of such assessment attributable to any particular Lot. In order to facilitate the collection of the Annual Assessments, the Board of Directors may require a council of co-owners with respect to any condominium regime or other planned unit development established pursuant to a Subsidiary Declaration (herein, a "Council of Co-Owners") to include within its annual budget an amount sufficient to pay the Annual Assessments with respect to all of the Lots subject to such Subsidiary Declaration and to pay, on behalf of each such Lot, the amount of such Annual Assessment.

(b) The Board of Directors shall prepare and forward to each Owner and Council of Co-Owners a statement setting forth the amount of the Annual Assessment assessed against each Lot, stated in terms of the total sum due and owing, and the amounts payable if paid in installments; provided that the dates of any installment payments shall be set forth, and no installment shall be due less than thirty (30) days from the date of the mailing of such statement; except that, notwithstanding the foregoing, each Owner at the time he purchases a Lot from Declarant shall be liable for the installment attributable to the calendar month next following the month in which the closing shall occur and such assessment may be collected by the Association at such closing.

(c) All delinquent payments of Annual Assessments and Maintenance Charges (hereinafter defined) shall bear interest at the maximum rate of interest which may be charged under applicable law (including the laws of the United States of America) from such due date until paid (or at such a lesser rate as may be determined by the Board of Directors in its sole discretion on a case by case basis from time to time), and each Owner and Council of Co-Owners shall be deemed to have agreed in writing to the payment of such interest and all costs, including attorneys' fees, which may be incurred in collecting same.

3.04 Working Capital Contributions. Each Owner shall, at the time he purchases a Lot from Declarant, contribute an amount to the Association equal to one-sixth of the Annual Assessment for such Lot (the "Working Capital Contribution"). Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of assessments. The Working Capital Contribution may be used, without limitation, for prepaid insurance premiums with respect to the Common Properties.

3.05 Rules Regarding Billing and Collection Procedures. The Board of Directors shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the assessments provided herein and for the billing and collection of the Annual Assessments and the Maintenance Charges, provided that said procedures are not inconsistent with the provisions hereof.

3.06 Use of Assessments. The assessments shall be levied only for the purposes set forth in Article VI and shall not be levied for any other purposes. No Owner shall be obligated to pay any assessments which will be used for the benefit, construction or operation of any properties, amenities or recreational areas which are not part of the Common Properties or Perimeter Improvements.

#### ARTICLE IV

##### IMPOSITION OF LIEN; EXEMPTIONS; OWNERS' AGREEMENT

4.01 Imposition of Assessment Lien and Priority of the Lien. Each Lot shall be charged with and subject to a continuing servitude and lien from the date of recordation of this Declaration for the amount of the Annual Assessments assessed and levied against each, for Maintenance Charges, for any interest accrued on any Annual Assessments or Maintenance Charges provided for herein, and for any and all costs, including attorneys' fees, which may be incurred in collecting same. The lien (herein called the "Assessment Lien") against each such Lot shall be superior to any and all other charges, liens, or encumbrances which hereafter in any manner may arise or be imposed upon each such Lot, except that such Assessment Lien shall be subject and subordinate to (a) the lien of a first mortgagee and (b) liens for taxes and other public charges which by applicable law are expressly made superior.

4.02 Owners' Promises. Each Owner owning a portion of the Assessable Property, for himself, his heirs, executors, administrators, personal representatives, successors, and assigns, covenants and agrees:

(a) That he will pay to the Association when due the Annual Assessments assessed pursuant to the provisions of this Declaration, together with any Maintenance Charges imposed;

(b) That he acquires his Lot subject to the Annual Assessments and Maintenance Charges and Assessment Lien as they may exist from time to time; and

(c) That by accepting a Deed to his Lot, he shall be, and remain, personally liable for any and all Annual Assessments and Maintenance Charges assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

#### ARTICLE V

##### ENFORCEMENT OF PAYMENT OF ANNUAL ASSESSMENTS AND MAINTENANCE OF CHARGES AND OF ASSESSMENT LIEN

5.01 Enforcing Body. Subject to the provisions hereof granting certain enforcement rights to the City, the Association acting through the Board of Directors, shall have the exclusive right to enforce the provisions of this Declaration. However, if the Board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request from an Owner to do so, then any Owner may seek to enforce them by any appropriate action, whether at law or in equity.

5.02 Enforcement Remedies. If the Owner of any portion of the Assessable Property or, if required by the Board of Directors, a Council of Co-Owners, fails to pay the Annual Assessments or installments thereof when due, or to pay Maintenance Charges imposed, or to pay any interest accrued on any Annual Assessments or Maintenance Charges, or any and all costs (including court costs and attorneys' fees) incurred in collecting same, the Board of Directors, may enforce the payment of the Annual Assessments, Maintenance Charges, and all interest accrued thereon and costs incurred in collecting same by taking either or both of the following actions, concurrently or separately without prejudicing its right to exercise any other remedy:

(a) Bring an action at law and recover judgment against the Owner personally obligated or the Council of Co-Owners, if applicable, to pay the Annual Assessments or the Maintenance Charges;

(b) Enforce the Assessment Lien against the applicable portion of the Assessable Property (including, if the obligation to pay has been imposed against a Council of Co-Owners, against all of the Lots represented by such Council of Co-Owners) by any means available at law or in equity, including without limitation a non-judicial foreclosure sale of such portion of the Assessable Property, such sale to be conducted in the manner set forth in V.T.C.A. Property Code Section 51.002, as the same may be amended or supplemented from time to time. The Association or any other Owner may be the purchaser at any such foreclosure sale. The Board of Directors shall have the power, to be exercised by recording a written notice thereof with the county clerk in the county where the Property is located, to appoint a trustee to conduct such foreclosure sales; and/or

(c) Terminate television reception being provided by cable access television or other similar service, including master antenna access television to such Owner, or, in the event of nonpayment by a Council of Co-Owners, to Owners with respect to whom such Annual Assessment has not been collected and paid to the Board of Directors.

5.03 Subordination of the Lien to First Mortgage or Deed of Trust. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or deed of trust of which the beneficiary is, an institutional lender which is chartered (or licensed) by the United States or any state within the United States (hereinafter called a "first mortgagee"). The voluntary



sale or transfer of any Lot shall not affect the Assessment Lien, provided, however, that if the sale or transfer is pursuant to foreclosure of such a mortgage or deed of trust, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any such first mortgagee taking by deed in lieu of foreclosure, shall take the Lot free of the Assessment Lien for all Annual Assessments and Maintenance Charges that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; but upon the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure, the Assessment Lien immediately shall become and remain superior to any and all other charges, liens, or encumbrances (except liens for taxes or other public charges which by applicable law are expressly made superior and except to the extent stated herein with respect to any subsequent first lien financing), and such mortgage or deed of trust foreclosure sale purchaser or grantee shall (i) take subject to all Annual Assessments or installments thereof, and Maintenance Charges, and the Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure, and (ii) be and remain personally liable for all assessments (together with interest, costs and attorneys' fees as provided in Section 3.04 hereof), which fall due while he is an Owner.

5.04 Costs to be Borne by Owner in connection with Enforcement. In any action taken pursuant to Section 5.02 or in connection with any collection or enforcement activities undertaken by the Board of Directors prior to the taking of action described in Section 5.02, the Owner shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Annual Assessments and Maintenance Charges together with interest and the costs and attorneys' fees involved in taking such actions.

## ARTICLE VI

### USE OF FUNDS

6.01 Purposes For Which Annual Assessments May Be Used. The Board of Directors shall apply all funds collected and received by the Association for the common good and benefit of the Common Properties and the Perimeter Improvements, the Owners and residents by devoting said funds, among other things, to the alteration, maintenance, provision, and operation, by any reasonable manner or method whatsoever, of the Common Properties and the Perimeter Improvements and for the safeguarding of the residents and occupants of the Property and for the provision of cable access television service to the Owners. Such expenditures may include, without limitation, maintenance and improvement of roadways; installation and maintenance of fencing and other security devices; hiring of security guards and patrolmen; and improvement and maintenance of recreational areas and control of aquatic vegetation, and payment of installation, removal, and monthly or annual charges for cable access television service, including any penalties or fees incurred in connection with agreements to provide such service.

6.02 Spending of Funds from Year to Year. The Board of Directors shall not be obligated to spend in any year all the sums received by the Association in such year (whether by way of Annual Assessments or otherwise), and may carry forward as surplus any balance remaining. Nor shall the Board of Directors be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors, in its reasonable discretion may determine to be desirable for the effectuation of the purposes set forth in this Declaration.



## ARTICLE VII

RIGHTS AND POWERS

The Board of Directors or any aggrieved Owner shall have the right to enforce the Covenants set forth in this Declaration. Any instrument affecting all or any portion of the Property that is recorded subsequent to recordation of this Declaration shall at all times be subordinate and inferior to this Declaration whether or not so provided in such instrument.

## ARTICLE VIII

EASEMENTS AND RIGHTS OF ENJOYMENT

8.01 Rights of Enjoyment in Common Properties. Each Owner shall have the right to use and enjoy the Common Properties subject only to such reasonable rules and regulations regarding such use as may be adopted by the Board of Directors.

8.02 Reservations of Declarant. The following reservations are hereby made by Declarant and the Association:

(a) The utility easements, if any, shown on any Plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Collin County, Texas, as well as for the benefit of Declarant and the Association to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service which Declarant or the Association may find necessary or proper.

(b) Declarant and the Association reserves the right from time to time to make changes in the location, shape, and size of, and additions to, the easements described in Section 8.02(a) for the purpose of more efficiently or desirably installing utilities therein and thereon provided that no such changes or additions shall materially interfere with any Owner's use and enjoyment of the portion of the Property owned by it.

(c) The title conveyed to any part of the Property shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits, cable television lines or other appurtenances or facilities constructed by Declarant, the Association or public utility companies upon, under, along, across or through such utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to Declarant, the Association and their successors and assigns.

(d) Neither Declarant, the Association nor their successors or assigns shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of an Owner situated on any portion of the Property covered by the above described utility easements.

(e) The right to enter upon any Lot or Lots during installation of streets for the purpose of performing street excavation, construction, and paving or for the repair and maintenance of any of the Common Properties or the Perimeter Improvements is hereby reserved to Declarant, the Association and their successors and assigns, and neither Declarant, the

Association nor their successors or assigns shall be liable for any damage done by any such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the Owner which is necessitated by such construction, repair or maintenance.

(f) The Declarant and the Association reserve the right to make street, road and easement dedications to the public from time to time, if required by applicable public authorities, notwithstanding that Common Properties may be involved in such dedications.

(g) The right to enter upon and use the Common Properties for the purpose of constructing and completing the improvements and landscaping thereon which Declarant contemplates installing as a part of its overall development of the Property.

(h) The right to use and place in any Common Properties, including any private roads, any structures, including pavilions in connection with the promotion and sale of Lots, provided such use is permitted by the City and any governmental authority having jurisdiction over such Common Properties.

8.03 Conveyance of Common Properties. Declarant shall, prior to the conveyance of the first Lot to be conveyed to an Owner other than Declarant, convey in fee, by special warranty deed, the surface estate in the Common Properties (to the extent same have not been previously dedicated) to the Association. The Common Properties so conveyed shall be conveyed free and clear of any debt, charges or liens encumbering same.

8.04 Driveway and Fence Easements. If any dwelling structure or fence appurtenant thereto (herein "House") shall be so situated on a Lot (the "Benefitted Lot") in such a manner that any portion of the pedestrian or vehicular access routes thereto or the fenced-in yards appurtenant to such House (to the extent that such access routes or fences were originally constructed by Declarant and along the same courses and distances as such original construction by Declarant) are across or upon an adjoining Lot (the "Burdened Lot") then the Benefitted Lot shall have and enjoy a perpetual easement across that portion of the Burdened Lot upon which such pedestrian or vehicular access routes or such fenced-in yards are contained. A Lot may be both a Benefitted Lot and a Burdened Lot. If only the Benefitted Lot shall be served by the pedestrian and vehicular access routes which are the subject of the easement herein granted or if only the Benefitted Lot shall have use of a particular fenced-in yard area, then the Owner of the Benefitted Lot shall have the sole obligation to maintain such drives, walks and yards; otherwise the Owners of the Benefitted Lot and of the Burdened Lot shall share such costs and expenses on the basis of the percentage usage by each. The Owner of each Lot, by accepting a Deed to a Lot, shall be deemed to have granted to the Board of Directors a power of attorney (which grant shall be deemed to be that of a power coupled with an interest) for the purpose of permitting the Board of Directors to act on behalf of each such Owner in resolving any and all disputes which may arise in connection with any easement created by this Declaration as well as for the purpose of granting, clarifying, extending or otherwise making more specific those easements created or contemplated by this Declaration as determined by the Board of Directors acting in its sole discretion.

ARCHITECTURAL CONTROL

No building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary, shall be commenced, erected, placed, or maintained upon the Property (or any portion thereof), nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision, or resubdivision thereof, including without limitation changes in or alteration of grade, landscaping, roadways, and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, location, and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Committee (herein so called) composed of three (3) or more representatives appointed initially by Declarant and by the Board of Directors following the end of the Development Period, as to (i) compliance with the Covenants herein contained, and (ii) harmony of external design and location in relation to surrounding structures and topography which are now or hereafter existing or proposed, including, but not by way of limitation, as to architectural designs, setbacks, landscaping, color schemes and construction materials. In the event the Architectural Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article IX will be deemed to have been fully complied with. Non-exercise of the powers hereby reserved in one or more instances shall not be deemed to constitute a waiver of the right to exercise such power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications. In the absence of gross negligence or willful misconduct attributable to the Architectural Committee, neither Declarant, the Board of Directors nor such Architectural Committee shall be liable for the improper enforcement or failure to exercise any of the powers reserved pursuant to this Article. In no event shall any approval obtained from such Architectural Committee pursuant to the terms of this Article be deemed to be a representation of any nature regarding the structural safety or engineering soundness of the structure or other item for which such approval was obtained, nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations; nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval.

## ARTICLE X

MAINTENANCE

In the event any portion of the Property is, in the judgment of the Board of Directors so maintained by the Owner thereof (or, if applicable, by any Council of Co-Owners) (i) as to present a public or private nuisance, (ii) as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property, or (iii) as to not comply with the Covenants, the Board of Directors may make a finding to this effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner (or to such Council of Co-Owners if applicable) that unless corrective action is taken within thirty (30) days, the Board of Directors will cause such action to be taken at said Owner's (or such Council of Co-Owners') cost. If, and only if, at the expiration of said thirty (30) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered to cause such action to be taken and the cost thereof,

including but not limited to the costs of collection, court costs and attorneys' fees (such costs being herein collectively called the "Maintenance Charge"), together with interest accruing thereon from the expiration of said thirty (30) day period at the rate specified in Section 3.04(c) hereof, shall be added to and become a part of the assessment to which the offending portion of the Property is subject and shall be secured by the Assessment Lien.

#### ARTICLE XI

##### USE RESTRICTIONS

11.01 All Properties. Except with respect to the Exempt Property, all Lots within the Property are hereby restricted as follows:

(a) Antennas. No exterior television, radio, or other antenna (including but otherwise without limitation, satellite dishes) of any type shall be placed, allowed, or maintained upon any Lot without prior written approval and authorization of the Architectural Committee. If the Association provides cable access television services to the Property or any part thereof, Owners of such area of the Property shall be required to subscribe to such service and the charges therefor shall be assessed against such Owner as hereinabove provided

(b) On Street Parking. On street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors.

(c) Storage. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Architectural Committee. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, dwelling units, pathways, and streets. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, and unmounted pick-up camper units. Also, without limitation, no automobile, truck, or other vehicle, regardless of ownership, age, condition, or appearance, shall remain on any portion of the Property in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Architectural Committee.

(d) Garbage. No garbage or trash shall be placed at the exterior of any building, except in containers meeting the specifications of the Architectural Committee, and the placement, maintenance, and appearance of all such containers shall be subject to reasonable rules and regulations of the Board of Directors. All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

(e) Outside Speakers and Amplifiers. No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building without prior written approval and authorization of the Board of Directors.

(f) Outside Lighting. No outside lighting shall be placed, allowed, or maintained on any Lot without prior written approval and authorization of the Architectural Committee.

(g) Animals. No animals, reptiles, fish, or birds of any kind shall be raised, bred, or kept on any Lot except pursuant to prior written approval of and in accordance with rules and regulations promulgated by the Board of Directors, provided, however, that dogs, cats, birds, or fish may be kept thereon as household pets so long as, in the discretion of the Board of Directors, such pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other Owners.

(h) Re-subdivision. No Lot shall be further physically subdivided and no portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Board of Directors.

(i) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor plant disease or noxious insects.

(j) Sidewalk Encroachments. No tree, shrub, or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Architectural Committee.

(k) Machinery, Fixtures, and Equipment. No machinery, fixtures, or equipment of any type (excluding residential air conditioning equipment), including without limitation, clothes lines, shall be placed, allowed, or maintained upon the ground on any Lot, except with prior written approval and authorization of the Architectural Committee and then in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, Dwelling Units, pathways, and streets; and no such machinery, fixtures, or equipment shall be placed, allowed, or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures, or equipment.

(l) Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television, or other utility or service lines of any nature or kind shall be placed, allowed, or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

(m) Burning and Incinerators. No open fires shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed, or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

(n) Signs. No exterior signs or advertisements of any kind may be placed, allowed, or maintained on any Lot without prior approval and authorization of the Architectural Committee, except that mailboxes, residential nameplates, "for sale" and "for rent" signs, and, with respect to the Lots owned by the Declarant, all desired signs, flags and banners

necessary or convenient to assist in sales of Lots by the Declarant, may be placed and maintained upon any Lot owned by Declarant at any time the Declarant owns any Lot.

(o) Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, Dwelling Units, pathways, and streets, without prior written approval and authorization of the Board of Directors.

(p) Oil, Gas, and Mineral Activity. With respect to the Property, it is expressly provided that no oil or gas exploration, drilling, development, or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted or pursued by any Owner upon or under any Lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

(q) Change in Intended Use. No portion of the Property may be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization of the Board of Directors and the applicable governmental authorities having jurisdiction thereof.

(r) Misuse and Mismaintenance. No Lot shall be maintained or utilized in such manner as to present an unsightly appearance (including but not limited to clothes drying within public view) or as to unreasonably offend the morals of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other Owners or residents of the Property; and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

(s) Violation of Statutes, Ordinances, and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County of Dallas, the City, or any other governmental agency or subdivision having jurisdiction over the Property.

(t) Violation of Rules or of Covenants, Conditions, or Restrictions. No Lot shall be maintained or utilized in violation of this Declaration or of the rules and regulations of the Board of Directors or any covenants, conditions, or restrictions applicable to and binding upon said Lot.

(u) Maintenance of Yards and Sprinkler Systems. Each Owner (except the Owners of Condominium Units) shall maintain in good repair installed sprinkler systems and shall maintain the front and back yards of his Lot, in sufficient quantities and volume to keep the said yards, and all shrubs, grass and other vegetation healthy. With respect to Lots subject to any Subsidiary Declaration which requires the Council of Co-Owners to maintain all or any part of said yards, the said Owners shall not be responsible hereunder for any failure on the part of the said Council of Co-Owners.

(v) Leases. Each Owner who shall lease his Lot shall immediately following the execution of said lease and prior to the commencement of the lease term, deliver a copy of such lease with the secretary of the Association together with the name and address of the tenant and the name and mailing address of such Owner. All such leases shall be in writing.



## ARTICLE XII

TERM; AMENDMENTS; TERMINATIONS

12.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2015. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting sixty-seven percent (67%) of the total votes entitled to be cast (each Owner having one vote per Lot owned) and, by fifty-one percent (51%) of the first mortgagees holding liens against such Lots and such termination is approved by the Director of Urban Planning of the City, or its successor in authority.

12.02 Amendments. This Declaration may be amended or changed in whole or in part at any time by the affirmative vote of sixty-seven percent (67%) of the total votes entitled to be cast (each Owner having one vote per Lot owned) and fifty-one percent (51%) of the first mortgagees holding liens against such Lots, provided however that no such amendment shall affect the rights of the City pursuant to Article XIII hereof unless such amendment has been approved by the Director of Urban Planning of the City or its successor authority.

12.03 Election Procedures for Amendments and Termination. The affirmative votes required under Section 12.01 or 12.02 may be obtained and evidenced by the requisite vote by the Owners (including Declarant) present at a meeting of Owners duly called by at least twenty-five (25) Owners, by the Declarant or by the Board of Directors following the end of the Development Period, pursuant to notice in writing mailed to all of the Owners at their last known addresses on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment or termination of this Declaration (and/or the Covenants contained herein) and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the then President of the Association.

12.04 Recording of Amendments or Termination. Upon the requisite percentage of Owners duly voting or consenting to amend or terminate this Declaration (and/or the Covenants contained herein) and upon the other conditions set forth in Section 12.01 or 12.02 (as the case may be) and Section 12.03 of this Article being satisfied, then:

(a) In the case of amendment, each amendment shall be executed by the chairman of the Board of Directors on behalf of the Association, placed in recordable form, and filed of record in the Deed Records of Collin County, Texas, accompanied by a statement that the requisite percentage of Owners and first mortgagees have voted to make such amendment to this Declaration.

(b) With respect to terminations, the Board of Directors shall cause to be recorded in the Deed Records of Collin County, Texas, a certificate of termination duly signed and sworn to by the chairman of the Board of Directors on behalf of the Association.

12.05 Effect. Upon the recording of the certificate of termination as required by paragraph 12.04(b), these Covenants and this Declaration shall have no further force or effect. Upon the



filing of an amendment in accordance with paragraph 12.04(a), this Declaration and the Covenants, as amended, shall remain in full force and effect. The filing of such certificate or amendment in accordance with this Section 12.05 shall be conclusive as to the matters set forth therein and shall be binding upon all Owners, their heirs, executors, legal representatives, successors or assigns.

12.06 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any federal, state, or local agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution or mortgage source (including without limitation The Federal Home Loan Mortgage Corporation and Federal National Mortgage Association) as a condition precedent to lending funds upon the security of the Property or any portion thereof. Any such amendment shall be effected by the recordation, by Declarant, of a Certificate of Amendment signed by Declarant, with its signature acknowledged, specifying the federal, state, or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon the Property and all persons having an interest in the Property. Except as provided in this Section 12.06, Declarant shall not have any unilateral right to amend this Declaration otherwise than in accordance with and pursuant to the provisions of Section 12.02 hereof.

#### ARTICLE XIII

##### RESERVATION OF RIGHTS FOR THE CITY

13.01 City's Right to Perform. The City shall have the right to perform the maintenance obligations of the Board of Directors, as set forth in Article VI hereof, if the Board of Directors fails to reasonably perform such maintenance obligations and such failure continues after the expiration of ten (10) days following written notice thereof from the City to the Association, which notice shall state the nature and extent of the Board of Directors' failure to maintain the Common Properties and Perimeter Improvements.

13.02 City's Right to Collect. Following the assumption by the City of the maintenance obligations as provided for in Section 13.01 hereof, the City shall be entitled to collect the Annual Assessments provided for herein.

13.03 Indemnity. Following the assumption by the City of the maintenance obligations, the City shall have and enjoy all of the rights granted herein of access to the Common Properties and the Perimeter Improvements for the purpose of performing such maintenance. The Association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney's fees and costs of suit, in connection with the maintenance by the City of the Common Properties and the Perimeter Improvements.

13.04 Resumption of Obligations. Following the assumption by the City of the maintenance obligations, the Board of Directors shall cease to collect the Annual Assessments and shall cease to have any authority to perform the maintenance obligations set forth in Article VI hereof. Upon presentation to the City by the

Board of Directors of substantial evidence that the Board of Directors is willing and able to resume the maintenance obligations set forth in Article VI hereof, then the Board of Directors may resume the collection of the Annual Assessment and the performance of such maintenance obligations.

#### ARTICLE XIV

##### SECTION ONE SITES

14.01 Exclusions. The owners and tenants of Social Membership Section One specifically are not permitted (other than as provided for in this Article XIV) to utilize the Common Properties and the Social Membership Section One Sites are specifically not subject to any provisions of this Declaration other than this Article XIV.

14.02 Memberships. The owner or Eligible Tenant (hereinafter defined) of any Social Membership Section One Site shall be permitted to purchase a Social Membership (herein so called) in such Site to utilize the recreational facilities contained on the Common Properties. An Eligible Tenant shall mean any tenant of a Social Membership Section One Site who shall hold the right to possession of the entirety of said Site under written lease agreement having a lease term of one year or more.

14.03 Fees, Dues and Rules. The Board of Directors shall have the right to establish a system of initiation fees, monthly dues and use rules (including but otherwise without limitation rules regarding operating hours, guest privileges [if any] and all other relevant matters) with respect to such Social Membership provided however that such system shall not be in contradiction of the following:

(a) The initiation fee per Social Membership Section One Site shall never be less than two (2) times the Annual Assessment per Lot in effect at the time such initiation fee is charged nor shall initiation fee per Social Membership Section One Site ever be more than ten (10) times the Annual Assessment per Lot in effect at the time such initiation fee is charged.

(b) Dues for Social Memberships shall not be more per month than an amount determined by dividing the Annual Assessment per Lot then in effect by six (6).

(c) Dues shall be uniform in amount as to each Social Membership and initiation fees shall be uniform during each calendar year.

(d) Social Memberships shall be personal to the owner or the Eligible Tenant of a Social Membership Section One Site purchasing such Membership and shall not be transferrable in any respect.

(e) Social Memberships shall not bestow any voting privileges in the Association upon the owner or Eligible Tenant of a Social Membership Section One Site.

#### ARTICLE XV

##### MISCELLANEOUS

15.01 Interpretation of the Covenants. Except for judicial construction, the Board of Directors shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board of Directors' construction or interpretation of the provisions hereof shall be final, conclu-

sive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

15.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

15.03 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

15.04 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Map and Plat Records of Collin County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the community can or will be carried out.

15.05 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

15.06 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

15.07 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given by such person to the party sending the notice or to the address of the Lot of such person if no address has been given. Such address may be changed from time to time by notice in writing.

15.08 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement by any person or entity entitled to enforce any provision of this Declaration shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

15.09 Limitation of Liability. In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns, pursuant to this Declaration.

IN WITNESS WHEREOF, GREAT SOUTHWEST HOMES, INC., a Texas corporation, has hereunto caused its name to be signed by the signature of of its duly authorized official as of the day and year first above written.

GREAT SOUTHWEST HOMES, INC.,  
a Texas corporation

By: Peggy Welborn  
Peggy Welborn  
Administrative Vice President

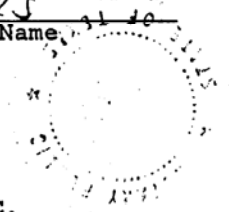
STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me this 20<sup>th</sup> day of March, 1985, by PEGGY WELBORN, the Administrative Vice President of GREAT SOUTHWEST HOMES, INC., a Texas corporation, on behalf of said corporation.

Karen L. Edwards  
Notary Public

My Commission Expires:  
6/14/86

Karen L. Edwards  
Typed or Printed Name



When recorded return to:

Kent H. Roberts, Esq.  
Winstead, McGuire, Sechrest & Minick, P.C.  
1601 Elm Street  
Suite 700  
Dallas, Texas 75201

## SECTION TWO LAND

A TRACT OF LAND LYING AND BEING SITUATED IN THE EDWIN ALLEN SURVEY, ABSTRACT NO. 8 IN THE CITY OF DALLAS, COLLIN COUNTY, TEXAS, AND ALSO BEING A PART OF DALLAS CITY BLOCK 8740, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the most Northeasterly corner of Country Brook, Section One, an addition to the City of Dallas according to the plat thereof recorded in Cabinet B, Page 315 of the Map Records of Collin County, Texas, a point for corner; Thence N 00°29'43" W, along the West line of a tract of land owned by O.W. Gibbons, 777.51 feet to the POINT OF BEGINNING;

THENCE S 86°54'11" W, 812.98 feet to a point in a curve to the right;

THENCE Westerly, along the curve to the right which has a central angle of 15°44'13" and a radius of 560.00 feet for an arc distance of 153.81 feet to the end of said curve and the beginning of a curve to the left, a point for corner;

THENCE Westerly, along the curve to the left which has a central angle of 15°44'13" and a radius of 620.00 feet for an arc distance of 170.29 feet to the end of said curve, a point for corner;

THENCE N 48°39'31" W 14.28 feet to a point for corner in the East line of Voss Road (60' R.O.W.);

THENCE N 04°13'13" W, along the East line of Voss Road, 245.05 feet to a point for corner;

THENCE N 03°05'49" W, along the East line of Voss Road (now 50' R.O.W.), 795.00 feet to a point for corner in the South line of a 100' Texas Power & Light Company R.O.W.;

THENCE N 86°54'11" E, along the South line of said T.P.&L. Co. R.O.W., 1197.74 feet to a point for corner in the West line of said Gibbons Tract;

THENCE S 00°29'43" E, along the said West line of said Gibbons tract, 1095.36 feet to the POINT OF BEGINNING and containing 29.267 acres of land; save and except the following described tract:

COMMENCING at the most Northeasterly corner of Country Brook, Section One, an addition to the City of Dallas according to the plat thereof recorded in Cabinet B, Page 315 of the Map Records of Collin County, Texas, a point for corner; Thence N 00°29'43" W, along the west line of a tract of land owned by O.W. Gibbons, 1081.19 feet to a point for corner; Thence S 89°30'17" W, 202.02 feet to the POINT OF BEGINNING;

THENCE S 86°54'11" W, 568.00 feet to a point for corner;

THENCE N 03°05'49" W, 136.53 feet to a point for corner;

THENCE S 86°54'11" W, 25.66 feet to a point for corner;

THENCE N 03°05'49" W, 85.40 feet to a point for corner;

THENCE N 86°54'11" E, 6.00 feet to a point for corner;

THENCE N 03°05'49" W, 231.40 feet to a point for corner;

THENCE N 86°54'11" E, 40.00 feet to a point for corner;

THENCE N 03°05'49" W, 126.33 feet to a point for corner;

THENCE N 86°54'11" E, 574.00 feet to a point for corner;

THENCE S 00°29'43" E, 580.27 feet to the POINT OF BEGINNING and containing 7.830 acres of land;

BEING ALSO KNOWN AS PARKWAY VILLAGE, SECTION TWO, ACCORDING TO THE FINAL PLAT THEREOF FILED FOR RECORD IN CABINET E, PAGE 171, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.

## SECTION THREE LAND

A TRACT OF LAND LYING AND BEING SITUATED IN THE EDWIN ALLEN SURVEY, ABSTRACT NO. 8 IN THE CITY OF DALLAS, COLLIN COUNTY, TEXAS, AND ALSO BEING A PART OF DALLAS CITY BLOCK 8740, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the most Northeasterly corner of Country Brook, Section One, an addition to the City of Dallas according to the plat thereof recorded in Cabinet B, Page 315 of the Map Records of Collin County, Texas, a point for corner; Thence N 00°29'43" W, along the west line of a tract of land owned by O.W. Gibbons, 1081.19 feet to a point for corner; Thence S 89°30'17" W, 202.02 feet to the POINT OF BEGINNING;

THENCE S 86°54'11" W, 568.00 feet to a point for corner;  
THENCE N 03°05'49" W, 136.53 feet to a point for corner;  
THENCE S 86°54'11" W, 25.66 feet to a point for corner;  
THENCE N 03°05'49" W, 85.40 feet to a point for corner;  
THENCE N 86°54'11" E, 6.00 feet to a point for corner;  
THENCE N 03°05'49" W, 231.40 feet to a point for corner;  
THENCE N 86°54'11" E, 40.00 feet to a point for corner;  
THENCE N 03°05'49" W, 126.33 feet to a point for corner;  
THENCE N 86°54'11" E, 574.00 feet to a point for corner;  
THENCE S 00°29'43" E, 580.27 feet to the POINT OF BEGINNING and containing 7.830 acres of land;

BEING ALSO KNOWN AS PARKWAY VILLAGE, SECTION THREE, ACCORDING TO THE FINAL PLAT THEREOF FILED FOR RECORD IN CABINET E, PAGE 100, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.

## SECTION ONE LAND

A TRACT OF LAND LYING AND BEING SITUATED IN THE EDWIN ALLEN SURVEY, ABSTRACT NO. 8, IN THE CITY OF DALLAS, COLLIN COUNTY, TEXAS, AND ALSO BEING A PART OF DALLAS CITY BLOCK 8740, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the most Northeasterly corner of Country Brook, Section One, an addition to the City of Dallas according to the plat thereof recorded in Cabinet B, Page 315 of the Map Records of Collin County, Texas, a point for corner;

THENCE S 89°30'17" W, along the Northerly boundary of said Country Brook, Section One, 135.00 feet to a point in the East line of Bay Pines Lane (50 R.O.W.), a point for corner;

THENCE N 00°29'43" W, along the East line of Bay Pines Lane, 34.85 feet to a point for corner;

THENCE S 86°54'11" W, along the Northerly boundary of said Country Brook, Section One, 547.05 feet to the beginning of a curve to the left, a point for corner;

THENCE Southwesterly, along the Northerly boundary of said Country Brook, Section One, and along the curve to the left which has a central angle of 60°13'38" and a radius of 155.00 feet, for an arc distance of 162.93 feet to the end of said curve and the beginning of a curve to the right, a point for corner;

THENCE Southwesterly, along the Northerly boundary of said Country Brook, Section One and along the curve to the right which has a central angle of 79°20'26" and a radius of 40.00 feet, for an arc distance of 55.39 feet to the end of said curve and the beginning of a curve to the left, a point for corner;

THENCE Westerly, along the Northerly boundary of said Country Brook, Section One and along the curve to the left which has a central angle of 21°49'36" and a radius of 460.00 feet, for an arc distance of 175.24 feet to the end of said curve and the beginning of a curve to the right, a point for corner;

THENCE Westerly, along the Northerly boundary of said Country Brook, Section One and along the curve to the right which has a central angle of 22°14'27" and a radius of 140.00 feet, for an arc distance of 54.35 feet to the end of said curve, a point for corner;

THENCE N 73°34'09" W, along the Northerly boundary of said Country Brook, Section One, 49.52 feet to a point in the East line of Voss Road (60' R.O.W.), a point for corner;

THENCE Northerly, along the East line of Voss Road and along a curve to the left which has a tangent that bears N 15°36'15" E, a central angle of 18°42'04" and a radius of 519.83 feet, for an arc distance of 169.67 feet to the end of said curve, a point for corner;



THENCE N 03°05'49" W, along the East line of Voss Road, 660.00 feet to a point for corner;

THENCE N 04°13'13" W, along the East line of Voss Road, 10.00 feet to a point for corner;

THENCE S 48°39'31" E, 14.28 feet to a point in a curve to the right for corner;

THENCE Easterly, along the curve to the right which has a tangent that bears N 86°54'11" E, a central angle of 15°44'13" and a radius of 620.00 feet, for an arc distance of 170.29 feet to the end of said curve and the beginning of a curve to the left, a point for corner;

THENCE Easterly, along the curve to the left which has a central angle of 15°44'13" and a radius of 560.00 feet for an arc distance of 153.81 feet to the end of said curve, a point for corner;

THENCE N 86°54'11" E, 812.98 feet to a point in the West line of a tract owned by O. W. Gibbons, a point for corner;

THENCE S 00°29'43" E, along the West line of said Gibbons tract, 777.51 feet to the POINT OF BEGINNING and containing 19.948 acres of land, more or less.

BEING ALSO KNOWN AS PARKWAY VILLAGE, SECTION ONE, ACCORDING TO THE FINAL PLAT THEREOF FILED FOR RECORD IN CABINET E, PAGE 31, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS.