COUNTY CLERK'S MEMO PORTIONS OF THIS DOCUMENT NOT RLPRODUCIBLE WHEN RECORDED

AFTER RECORDING, PLEASE RETURN TO:

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Judd A. Austin, Jr. Henry Oddo Austin & Fletcher, P.C. 3850 Bank One Center 1717 Main Street Dallas, Texas 75201 969441

04/24/00 2090919

\$47.00

# CERTIFICATE AND MEMORANDUM OF RECORDING OF ASSOCIATION DOCUMENTS FOR THE WOODS ON PARK LANE HOMEOWNERS ASSOCIATION

STATE OF TEXAS

COUNTY OF DALLAS

The undersigned, as attorney for The Woods on Park Lane Homeowners Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following instruments affecting the owners of property described on Exhibit B attached hereto,

hereby states that the instruments attached hereto are true and correct copies of the following:

- (a) Articles of Incorporation of The Woods on Park Lane Homeowners Association
   (Exhibit "A-1");
- (b) Rules and Regulations for The Woods on Park Lane Homeowners Association (Exhibit "A-2");
- (c) Woods on Park Lane Condominiums' Assessment Collection Policy (Exhibit "A-3");
- (d) The Woods on Park Lane Homeowners Association's Enforcement and Fining Policy

  (Exhibit "A-4"); and
- (e) The Woods on Park Lane Homeowners Association's Parking Resolution (Exhibit "A-5").

2

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing documents.

IN WITNESS WHEREOF, The Woods on Park Lane Homeowners Association has caused this Certificate and Memorandum of recording of Association documents to be effective as of the 1st day of January, 2000.

THE WOODS ON PARK LANE HOMEOWNERS ASSOCIATION

By: Atorney

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for The Woods on Park Lane Homeowners Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 20th day of April, 2000.

KELLEY TIDY Notary Public, State

KELLEY TIDWELL lotary Public, State of Texas My Commission Expires Soptember 15, 2003 Notary Public, State of Texas

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

APR 1 4 1982

OF

THE WOODS ON PARK LANE HOMEOWNERS ASSOCIATION

. Corporation Division

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for such corporation.

## ARTICLE I

The name of the corporation is THE WOODS ON PARK LANE HOMEOWNERS ASSOCIATION.

# ARTICLE II

The corporation is a non-profit corporation.

# ARTICLE III

The period of its duration is perpetual.

#### ARTICLE IV

Subject to Part IV of the Texas Miscellaneous Corporation Laws Act, the purposes for which the corporation is organized are:

To operate, manage, maintain, preserve, control and administer the affairs of The Woods on Park Lane, a condominium project established pursuant to the Condominium Act of the State of Texas, Article 1301a of the Texas Revised Civil Statutes, and that certain Declaration and Master Deed for The Woods on Park Lane, recorded in the Condominium Records of Dallas County, Texas (the "Declaration and Master Deed").

To exercise and perform all the obligations and duties of the "Council of co-owners" of the project as such term is used in the Texas Condominium Act.

To enter into and perform any contract and to exercise all powers which may be necessary or convenient to (or required for) the operation, management, maintenance, preservation, control and administration of the affairs of The Woods on Park Lane as a condominium project in accordance with the Declaration and Master Deed.

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**EXHIBIT A-1** 

## ARTICLE V

Each Owner shall be a member of the corporation and no other person or entity shall be entitled to membership.

No Owner shall be required to pay any consideration whatsoever solely for his membership in the corporation.

The share of an Owner in the funds and assets of the corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Project.

Each Owner shall be entitled to a vote, the value of which shall equal the total of the percentages of value assigned to the Units owned by such Owner as set forth in the Declaration and Master Deed.

No Owner, other than Developer, shall be entitled to vote at any meeting of the corporation until such Owner has presented evidence of ownership of a Unit in the Project to the corporation. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the corporation and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the corporation in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such Owners are present at any meeting of the corporation, then unanimous action shall be required to cast their vote as Owners except as may otherwise be provided in the Bylaws of the Corporation.

An Owner in default of any provisions of the Declaration and Master Deed shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

The terms "Project", "Developer", "Owner" and "Unit", as used herein, shall have the same meaning as set forth in the Declaration and Master Deed.

# ARTICLE VI

This corporation is not organized for profit. No Owner, member of the Board of Directors, officer or person from whom the corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or Owner; provided, however, always (1) that reasonable compensation may be paid to any Owner, manager or officer while acting as an agent or employee of the corporation for services rendered in effecting one or more of the purposes of the corporation, and (2) that any Owner, manager or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the corporation.

### ARTICLE VII

The street address of the initial registered office of the corporation is Republic Bank Building, Dallas, Texas, and the name of the initial registered agent at such address is CT Corporation System.

### ARTICLE VIII

The number of directors of the corporation shall be fixed by the bylaws of the corporation but shall not be less than three (3). The number of directors constituting the initial board of directors of the corporation is three (3), and the name and address of the persons who are to serve as the initial board of directors are:

Name	

# ··· Address

Don M. Shine

6919 Lloyd Valley Lane Dallas, Texas 75230

William Laney

7940 Cliffbrook #2057 Dallas, Texas 75240

William R. Hall

3209 Landershire Plano, Texas 75023

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## ARTICLE IX

The name and street address of each incorporator

is:

Name

<u>Address</u>

Thomas L. Freytag

3131 Turtle Creek Blvd. Dallas, Texas 75219

C. Clifton Story

3131 Turtle Creek Blvd. Dallas, Texas 75219 314 W. 11th Suite 501

Herbert Crook

Austin, Texas 78701 IN WITNESS WHEREOF, we have hereunto set our hands

this 3h day of April, 1982.

Thomas L. Freytag

c. Clifton Story

Herbert Crook

THE STATE OF TEXAS

COUNTY OF DALLAS

I, Cuthia Lack, a Notary Public, do hereby certify that on the 13th day of April, 1982, personally appeared before me Thomas L. Freytag and C. Clifton Story, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Notary Public in and for Dailas County, Texas

My Commission Expires: 10-23-84

THE STATE OF TEXAS

COUNTY OF TRAVIS )

I, EILEEN SMITH, a Notary Public, do hereby certify that on the 13th day of April, 1982, personally appeared before me Herbert Crook, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

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Notary Publiculting Salitor Travis Goldy Poblic Them's County, Texas My Commission Expires 2-71-85

N.

TO BYLAWS

RULES AND REGULATIONS FOR THE WOODS ON PARK LANE HOMEOMORES ASSOCIATION

- 1. All occupants of Units, guests and invitees, sixteen years of age and younger shall be under the direct supervision of an adult Owner (or adult lessee of an Owner) or adult member of an Owner's family (or lessee's family) at all times. Each Owner (and lessee of an Owner) shall be responsible for providing such supervision for such occupants, guests and invitees of his Unit and shall be liable for any damage to other Units and/or the Common Elements caused by any such occupant, guests or invitee of such Owner (or lessee of an Owner).
- Any common (or limited common for the benefit of more than one Unit) sidevalts, drivevays, entrances, halls and passagevays shall not be obstructed or used by any Owner for any other purpose than ingress to and egress from the Units and other Common Elements.
- 3. We article shall be placed on or in any of the Common Elements except for those articles of personal property which are the common property of all of the Unit Owners or so located on the Association's behalf.
- 4. Owners, members of their families, their quests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a play area(s).
- S. We vehicle belonging to or under the control of an Owner or a member of the femily or a guest, tenant, lessee, or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Project. Vehicles shall be parked within designated parking areas only and in no event parked within any portion of a fire lame. Bo wehicle shall be abandoned on any part of the Project and no vehicle shall be permitted to remain in an inoperable condition on any part of the Project except in the parking space assigned to the Owner of such vehicle.
- 6. We decoration or article shall be placed upon and no work of any kind shall be done upon the exterior buildings walls or upon the Common Elements by any Owner. Such decoration and work is the responsibility of the Association. No changes can

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**EXHIBIT A-2** 

be made in the Limited Common Elements except with prior written approval of the Board of Directors:

- 7. No Owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the Project or be installed in such a manner that they protrude through the walls, windows or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Board of Directors.
- 8. Use of any facilities of the Project will be made in such manner as to respect the rights and privileges of other Owners.
- 9. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, or occupants of other Units.
- 10. All trash must be placed in sealed bags or sealed containers prior to being put in an approved disposal area.
- 11. Cats, dogs, or other animals or birds or reptiles (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other Owners, and shall not be kept, bred or maintained for any commercial purposes. If an animal becomes chronious to other Owners, the Owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the Owner, upon written notice, shall be required to remove the animal. The written notices provided for herein shall be issued by the Hanaging Agent or the Board of Directors. No Owner shall keep any animal the adult weight of which will exceed thirty (30) pounds nor more than two animals on the premises. No Owner shall keep any animal which poses a threat to the health or safety of others. No animals are allowed on or about the swimming pool premises or in the club house. No animal is permitted outside of a Unit unless on a leash and accompanied by an Owner or his agent.
- 12. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in storage areas, if any. Any damage to the Common Elements or common personal property caused by an Owner, the children of an Owner or their quests or the queets of a Unit Owner shall be repaired at the expense of that Owner.

- 13. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each Unit. If an Owner shall alter any lock or install a new lock on any door leading into the Unit, the Owner shall provide a duplicate key for use by the Managing Agent or the Board of Directors within two (2) days of each such change.
- 14. All draperies or drapery linings or shutters or blinds visible from the exterior of any unit shall be of a neutral, white or off-white non-glare color. No window shall be covered with aluminium foil or similar material. No window shall be covered with a reflective film or thermal film of any type except such type(s) as are approved in writing by the Board of Directors.
- 15. It is prohibited to hang garments, rugs, or any other items from the windows, balconies or any of the facades of the buildings. No exterior clothes lines shall be exected, and there shall be no outside laundering or drying of any garments.
- 16. Developer may place signs in or around the common walks and drives and use the Common Blaments, including without limitation the club house, for sales purposes until the last Unit in the entire Project is sold. Owners other than Developer, however, are prohibited from placing "for sale", "for rent", or any other signs, advertising or posters in or around the Cosmon Elements or displaying signs to the public view in or around any Unit or any portion of the Project, except for such material as may be permitted by the Board of Directors to be displayed by Owners on any Common Element bulletin board, if any.
- 17. No power equipment, work shops, or car saintenance of any nature whatsoever shall be permitted on the Property except with prior written approval of the Board of Directors. In deciding whether to grant approval, the Board shall consider the effect of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.
- 18. We more than three (3) individuals may occupy a two (2) bedroom Unit; and no more than two (2) individua's may occupy a one (1) bedroom Unit on a permanent occupancy basis; provided, however, that in determining the number of bedrooms in a Unit, a den shall be counted as a bedroom. For purposes of this paragraph "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.
- 19. We Owner shall modify or alter in any way the structure or appearance of any patie or balcony area. All paties and balconies shall be kept in clean and neat condition, free of debris and refuse. Paties and balconies shall not be used for

storage purposes except in the individual storage room of such Unit, if any, nor shall any Owner fence in, wire in or in any other way enclose any such area. If an Owner allows the patio or balcony appurtenant to his Unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the Board of Directors or Managing Agent, and shall be required to correct such condition within five (5) days of the notice and if he fails to do so, then the Board of Directors or Managing Agent may correct such discrepancy (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at the Owner's expense.

- 20. No glass bottles, or glasses or similar items made of glass shall be permitted in the pool area. Alcoholic heverages shall be allowed only in the pool area and club house and shall not be allowed in any other part of the General Common Elements.
- 21. Furniture other than that provided shall not be used in the deck area of the pool, nor shall such furniture be removed from said area.
- 22. Users of the club house and pool area are responsible for the disposal of trash and removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.
- 23. Swimming shall be permitted only between such hours as are prescribed by the Hanager and subject to the rules posted at the pool.
- 24. No foul or abusive language shall be permitted in the pool area.
- 25. Not more than four (6) quests per Owner shall be permitted to use pool area at any time without the prior approval of the Hanager.
- 26. No occupants, guests or invitees of the Units under the age of sixteen shall be permitted to entertain guests in the pool or poolside area unless they and their guests are under the poolside supervision of a parent or adult Owner of a Unit.
- 27. The pool and club house are for the exclusive use of all occupants and their guests, and the occupants are responsible for the conduct of their guests.
- 28. Use of the club house shall be subject to the rules posted at the club house and such fees and other rules, including, without limitation, hours of use, as may be adopted from time to time by the Soard of Directors. No Owner, quest, invites, or lesses may use the club house in any manner as to interfere with, obstruct or impede Developer's use of the club house for sales of promotional purposes during any period when Developer is using the club house for such purposes.

. 29. All persons shall comply with the requests of the Manager respecting matters of personal conduct in and about the pool, club house and recreation areas.

The foregoing Regulations are subject to amendment and to the promulgation of further regulations.

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# WOODS ON PARK LANE CONDOMINIUMS DELINQUENCY POLICY

- 1. All assessments are due and payable on the first day of each month.
- Assessment payments will be considered delinquent if payment has not been received at the managing agents
- office by the 10th of the month.

  3. A late fee of \$20 will be charged by the homeowners association to any units not paid in full by the 10th. An additional collection fee of \$10 will be added to any unit owners account once collection procedures for past due accounts are begun.
- Removal of late fees can only be granted by the board of directors.
- Lien will be placed on a unit after 60 days delinquency. If necessary, foreclosure proceedings will be instituted by the Board of Directors.

#### The Woods on Park Lane Homeowners Association

#### Administrative Resolution

WHEREAS, Article IV, Section 2 of the By-Laws for The Woods on Park Lane Homeowners Association grants the Board of Directors "powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential condominium project in keeping with the character and quality of the neighborhood in which it is located," and

WHEREAS, Article IV, Section 3(b) of the By-Laws for The Woods on Park Lane Homeowners Association empowers the Board of Directors to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Project with the right to amend same from time to time, and empowers the Board to establish a system for imposing fines upon owners for non-compliance with such rules and regulations provided no such fine exceed the amount of \$25.00 per occurrence.

WHEREAS, there is a need to establish a policy for the enforcement of the Rules and Regulations and a system for imposing fines of The Woods on Park Lane Homeowners Association since compliance with the Associations rules is necessary to maintain a first class residential condominium project, and

WHEREAS, it is the intent of the Board of Directors to establish a policy to enforce compliance of the Association's Rules and Regulations;

Now, THEREFORE, BE IT RESOLVED THAT the policy for enforcing compliance with the Rules and Regulations of The Woods on Park Lane Homeowners Association and the system for imposing fines be as follows:

- Complaints regarding rule violations shall be reported and documented in writing to the management office.
- Upon receipt of complaint for first offense, a warning letter citing the violation will be mailed to the Owner of the unit (with a copy being mailed to the renter if applicable).
- 3. Upon receipt of complaint for second offense and each offense thereafter, a letter citing the violation will be mailed to the owner of the unit (with a copy to the renter if applicable) and an assessment of up to Twenty Five Dollars (\$25.00) per occurrence shall be levied against the unit

owner's account.

- The payment of such assessment shall be the obligation of the Owner of the unit.
- Each reported offender is entitled to due process and may request a hearing before the Board of Directors.

It is further resolved that the foregoing resolution will become effective as of the date of adoption, 6-2-93.

The Woods on Park Lane Homeowners Association

# **CORPORATE RESOLUTION**

Whereas Article IV, Section 3b. of the Corporate By-laws of The Woods on Park Lane Homeowners Association, Inc. states that the Board of Directors has the power to adopt and publish rules and regulations governing the use of the Condominium Project and facilities, and to establish penalties for infraction thereof.

Whereas it is the intention of the Board of Directors to resolve problems related to vehicles parked on the property by setting forth applicable rules and regulations.

Now, therefore the Board of Directors hereby resolves that the following parking regulations be adopted:

- All vehicles parked on the premises will be required to comply with all vehicular regulations established by City, County and State.
- 2. All vehicles must be in proper working condition with current registration and inspection stickers.
- No car repair or fluid changes will be permitted on the premises, except for emergency repairs, and then only to the extent necessary to enable movement of vehicle to a repair facility.
- 4. Any vehicles parked on the property of The Woods on Park Lane Condominiums must park within the permanently painted parking lines and may not extend over Fire Lane lines.
- No vehicles may be parked in areas designated as "No Parking" including median islands.
- 6. All numbered parking spaces are assigned to individual units. No one is permitted to park in one of the assigned parking spaces without the authorization of the unit owner or occupant of the unit to which the parking space is assigned. In the event a vehicle parks in an assigned space without the permission of the resident of the unit, the resident of the unit may have the vehicle towed at the expense of the vehicle owner. For information regarding reclamation of a vehicle, contact the managing agent.
- 7. Vehicles with flat tires or broken windows will not be permitted to park on the premises.

**EXHIBIT A-5** 

- 8. No trailer, camper, mobile home, recreational vehicle, boat, boat trailer, jet ski or other water craft, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, or similar equipment shall be permitted to remain upon any area within the Project, other than temporarily (for purposes of loading and unloading passengers or personal property), unless in an area specifically designated for such purpose by the Board of Directors. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board of Directors. No noisy or smoky vehicles shall be operated on the Project. No off-road unlicensed motor vehicles shall be maintained or operated upon the Project, except as may be reasonably necessary to the execution of the rights or duties of the Association under this Declaration.
- Vehicles which are in poor aesthetic or physical condition, as determined by the Board of Directors, may not be parked on the Property.
- 10. Any vehicle parked on the Property in violation of these Rules may be towed by the Board of Directors, unit owner or occupant at the expense of the vehicle owner. In addition to the foregoing, an owner may be fined for violation of these rules.

It is further resolved that the foregoing regulations will become effective as of the date of adoption, August 24, 1998.

Secretary, The Woods on Park Lane Homeowners Association

8-26-98

Date

# FIELD NOTE DESCRIPTION

BEING a tract of land located in the W.P. Wyche Survey, Abstract No. 1522, and being situated in Block M/5217 of the Moods on Park Lane, an addition to the City of Dallas as recorded in Volume dll25, Page 1076, Dallas Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point, said point being the most Southeasterly point of Mildflower No. 3 Apartments, an addition to the City of Dallas, Dallas County as recorded in Volume 79252, Page 0218, Deed Records, Dallas County, Texas, said point also being in the North line of Park Lane, a variable width R.O.M.;

THENCE N 11°39'12" E along said East line of Mildflower No. 3 Apartments, a distance of 401.33 feet to a point for corner;

THENCE S 78°20°48" E a distance of 58.00 feet to a point for corner:

THENCE 5 11°39'12" W a distance of 33.55 feet to a point for corner;

THERCE S 78°20'48" E a distance of 179.11 feet to a point for corner;

THENCE S 20°46'08" E a distance of 219.10 feet to a point for corner;

THENCE N 82\*50'48" W a distance of 70.03 feet to a point for corner;

THENCE 5 7°09'12" W a distance of 16.00 feet to a point for corner;

THENCE 5 82°50'48" E a distance of 94.00 feet to the beginning of a curve to the left;

THENCE in a East and Northeasterly direction along said curve to the left having a radius of 88.00 feet, a central angle of 27°55'20", and an arc length of 42.89 feet to the end of said curve to the left;

THENCE N 69"13"52" E a distance of 69.21 feet to a point for corner;

THENCE N 20°46'08" d a distance of 16.00 feet to a point for corner;

THENCE N 69°13'52" E a distance of 72.00 feet to a point for corner;

THENCE S 20"46"08" E a distance of 16.00 feet to a point for corner;

THEMEE # 69°13'52" [ a distance of 27.00 feet to the beginning of a curve to the left;

THERCE in a North and Northwesterly direction along said curve to the right having a radius of 30.00 feet, a central angle of  $45^{\circ}24^{\circ}09^{\circ}$ , and an arc length of 23.77 feet to the end of said curve to the left and the beginning of a curve to the right;

THENCE in a morth and Northeasterly direction along said curve to the right having a radius of 50.00 feet, a central angle of  $36^\circ48^\circ21^\circ$ , and an arc length of 32.12 feet to the end of said curve to the right, said point also being on the Mesterly line of Pineland Drive (a  $64^\circ$  R.O.U.);

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EXHIBIT B

T-FNCE in a South and Southwesterly direction along said Pineland Drive right below on a curve to the right having a radius of 479.04 feet, a central angle US'42", and an arc length of 251.34 feet to the end of said curve to the rig the beginning of a curve to the left;

THENCE in a South and Southeasterly direction continuing along said Pineland right-of-way on a curve to the left having a radius of 482.00 feet, a centra of 3°43'39", and an arc length of 31.36 feet to the end of said curve to the

THENCE S 54°20'37" W a distance of 20.34 feet to an angle point;

THENCE 5 11°39'12" W a distance of 32.31 feet to a point for corner, said pobeing on the North Tine of Park Lane (a variable width R.O.W.);

THENCE II 78"20'48" M along said North line of Park Lane a distance of 642.97 the POINT OF BEGINNING and containing 188,700 square feet or 4.332 acres of more or less.

April 1, 1982

FEST ETUSH

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#### FIELD NOTE DESCRIPTION

BEING a tract of land located in the W.P. Wyche Survey, Abstract No. 1 being situated in Block H/5217 of The Moods on Park Lane, an addition of Dallas as recorded in Volume B1125, Page 1076, Dallas Records, Dall Texas and being more particularly described as follows:

BEGINNING at a point, said point being the most Northeasterly point of No. 3 Apartments, an addition to the City of Dallas, Dallas County as Volume 79252, Page 0218, Deed Records, Dallas County, Texas, said poir in the West line of Pineland Drive (a 64' R.O.M.);

THENCE 5 20"46'08" E along the West line of said Pineland Drive (a 64' distance of 812.86 feet to the beginning of a curve to the right;

THENCE in a Southerly direction continuing along the West line of said Drive (a 64' R.O.W.) on a curve to the right having a radius of 479.04 central angle of  $2^221'30''$ , and an arc length of 19.74 feet to the end curve to the right and the beginning of a curve to the left;

THENCE in a South and Southeasterly direction along said curve to the a radius of 50.00 feet, a central angle of 36°48'71", and an arc lengt feet to the end of said curve to the left and the beginning of a curve

THENCE in a South and Southwesterly direction along said curve to the a radius of 30.00 feet, a central angle of 45°24'09", and an arc lengt feet to the end of said curve to the right;

THERCE S 69"13"52" W a distance of 27.00 feet to a point for corner;

THENCE N 20°46'08" W a distance of 16.00 feet to a point for corner:

THEREE S 63"13"52" W a distance of 72.00 feet to a point for corner;

THE ICE S 20"46"D8" E a distance of 16.00 feet to a point for corner;

THERCE S 69"13"52" Wa distance of 69.21 feet to the beginning of a cu

THENCE in a Mest and Northwesterly direction along said curve to the r radius of 88.00 feet, a central angle of 27°55'20", and an arc length to the end of said curve to the right;

THENCE # 82°50'48" # a distance of 94.00 feet to a point for corner;

THENCE H 7°09'12" E a distance of 16.00 feet to a point for corner;

TMENCE \$ 82°50'48" E a distance of 70.03 feet to a point for corner;

THEMEE N 20'46'08" W a distance of 219.10 feet to a point for corner;

THEIRE # 78\*20'48" We distance of 179.11 feet to a point for corner;

THEIRE H 11"39"12" E a distance of 33.55 feet to a point for corner:

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THENCE N  $78^{\circ}20^{\circ}48^{\circ}$  W a distance of 58.00 feet to a point on the East line of said Wildflower No. 3 Apartments;

THENCE H 11°39'12" E continuing along said East line of Wildflower No. 3 Apartments a distance of 545.93 feet to a point for corner;

THENCE N 74°33'04" E a distance of 163.16 feet to the POINT OF BEGINNING and containing 268,380 square feet or 6.161 acres of land, more or less.

April 1, 1982

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Any prevision forests which restricts the sale, resist, or toe of the described reads from the because of code or sees is an enderest test.

ZAILG OF IXEN.

FARM CONTRACTOR OF THE SALE O

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