

1 **SECOND AMENDED DECLARATION**  
2 **OF COVENANTS AND**  
3 **RESTRICTIONS**

4 6300 WILLOW LANE ADDITION

5 DALLAS, TEXAS

1410400

Deed 07/22/97

593899

\$43.00



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**ARTICLE I**  
**DEFINITIONS**

32 Section 1  
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The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 34 (a) "Association" shall mean and refer to WILLOWGATE  
35 HOMEOWNERS ASSOCIATION, a Texas Non-Profit corporation, its  
36 successors and assigns.
- 37 (b) "Directors" or "Board of Directors" shall mean the Directors of the  
38 Association.
- 39 (c) "The Properties" or the "Development" shall mean and refer to all  
40 such properties and additions thereto as are subject to this Declaration  
41 under the provisions of Article II, hereof.
- 42 (d) "Common Properties" shall mean and refer to those areas of the land  
43 designated as "Common Ground" on the attached plats marked  
44 Exhibits B and D intended to be devoted to the common use and  
45 enjoyment of the Owners, together with any and all improvements that  
46 are now or may hereafter be constructed thereon, except private lots.
- 47 (e) "Lot" shall mean and refer to any numbered and designated plot or  
48 tract of land shown on EXHIBITS B and D and on any recorded  
49 subdivision plat that the Properties together with any and all  
50 improvements that are now or may hereafter be constructed thereon  
51 with the exception of the "Common Properties" as heretofore defined  
52 and any areas obviously not designed for the construction of  
53 residences thereon.
- 54 (f) "Owner" shall mean and refer to the record owner, where one or more  
55 persons or entities, of the fee simple title to any Lot situated upon the  
56 Properties but shall not mean or refer to mortgagee or trustee or  
57 beneficiary under a Deed of Trust unless and until any such party has  
58 acquired title pursuant to foreclosure or any proceeding in lieu of  
59 foreclosure.
- 60 (g) "Member" shall mean and refer to all those Owners who are members  
61 of the Association as provided in Article IV, Section I, hereof.
- 62 (h) "Developer" shall mean and refer to JACK WOOD, and WOOD &  
63 ASSOCIATES, INC., its successors or assigns, if any.

64 **ARTICLE II**  
65 **PROPERTY SUBJECT TO THE DECLARATION**

66 **ADDITIONS THERETO**

67 **Section 1      The Properties**

68                    The real property which is and shall be held, transferred, sold,  
69                    conveyed, and occupied subject to this Declaration is located in the  
70                    City of Dallas, Dallas County, Texas, and is more particularly described  
71                    on EXHIBITS A and C attached hereto and made part hereof.

72 **Section 2      Additions**

73                    Additional property may be annexed to the Properties herein described,  
74                    with the consent of a majority of the Members of the Association.

75 **ARTICLE III**  
76 **RESTRICTIVE COVENANTS**

77 **Section 1**      No Lot shall be used other than for residential purposes, except the Lot  
78                    marked Groundskeeper and Storage which may be used for such  
79                    purposes or as offices for the WILLOWGATE HOMEOWNERS  
80                    ASSOCIATION. No building shall be permitted on any Lot other than  
81                    one single family dwelling.

82 **Section 2**      No garage, basement, trailer, mobile home, temporary structure, or similar  
83                    improvement or article shall be used on any Lot as a residence, either  
84                    temporarily or permanently.

85 **Section 3**      No conditions or activity shall be maintained, continued or permitted  
86                    on any Lot or elsewhere on the Properties, which is an annoyance or  
87                    nuisance to the owners of the Lots, or any of them.

88 **Section 4**      The following special conditions shall be observed:

89 **BUILDING LOTS**

90                    Building Lots shall be as shown on the attached plats marked Exhibits  
91                    B and D.

92 **BUILDING HEIGHT**

93                    No building shall exceed a height of two (2) stories or Twenty-four  
94                    feet.

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**SETBACKS**

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No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat of 6300 Willow Lane Addition and of the 6300 Willow Lane Addition, Installment II. No side yard or rear yard set backs shall be required by the City of Dallas.

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**GARAGES AND OFF-STREET PARKING**

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A minimum of two (2) garage or off street parking spaces shall be provided for each dwelling unit, which shall be used for the parking of owners' cars. Owners shall keep garage doors closed. Garages, driveways, and off-street parking spaces shall not be used for any purpose other than for parking of cars. Private driveways may be used for guest parking.

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**COVERAGE**

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Not more than seventy per cent (70%) of the area of a Lot may be covered by structures of any kind.

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**PAVING**

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All streets, including private access drives, shall be paved and drainage structures laid to the standards of the Public Works Department of the City of Dallas; except that textured concrete shall be permitted as a paving surface within the development. All garage access drives and parking areas shall have a minimum surface of five (5) inches of concrete textured or untextured.

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**Section 5**

No buildings, fence wall, or other structure or landscaping shall be commenced, erected or maintained upon any part of the Properties, nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association, after due consideration of the recommendations of the Architectural and Landscape committees. After reviewing the recommendations of its designated committee, the Board of Directors will approve or disapprove such design and location within Sixty (60) days after said plans and specifications have been submitted to it.

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**Section 6**

The floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1500 square feet.

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**Section 7**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of 6300 Willow Lane Addition, additions to the City of Dallas.

136 Section 8 No signs of any kind shall be displayed to the public view on any Lot  
137 or elsewhere on the Properties except Lot signs for the sale of a  
138 residence.

139 Section 9 No animals, livestock or poultry of any kind shall be raised, bred, or  
140 kept on any Lot or elsewhere on the properties, except that dogs, cats  
141 or other household pets may be kept on any Lot provided they are not  
142 kept, bred, or maintained for commercial purposes.

143 Section 10 None of the Properties shall be used or maintained as a dumping  
144 ground for rubbish, trash or garbage. Garbage awaiting pickup shall be  
145 stored in containers that meet city requirements. Trash, including tree  
146 trimmings, must be removed at owner's expense.

147 Section 11 No boat, trailer, motor home, motorcycle, vacation trailer or camper shall  
148 be parked in the Willowgate Development. No trucks or other  
149 commercial vehicles shall be permitted to park on the streets, driveways,  
150 Lots or Common Properties overnight. Exceptions may be requested  
151 from the manager.

152 **ARTICLE IV**  
153 **MEMBERSHIP AND VOTING RIGHTS**

154 Section 1 Every owner of a Lot which is subject to assessment shall be a member  
155 of the Association. Membership shall be appurtenant to and not  
156 separated from ownership of any Lot which is subject to assessment.  
157 There shall be only one class of membership.

158 Section 2 Each member shall be entitled to one vote for each Lot owned. When  
159 more than one person holds an interest in any Lot, all such persons  
160 shall be members. The vote for such Lot shall be exercised as they  
161 among themselves determine, but in no event shall more than one vote  
162 be cast with respect to any Lot.

163 **ARTICLE V**  
164 **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

165 Section 1 **Members' Easement of Enjoyment**  
166 Subject to the provisions of Section 3, every Member shall have a right  
167 and easement of enjoyment in and to the Common Properties and such  
168 easement shall be appurtenant to and shall pass with the title to every  
169 Lot. No Member shall have any right to partition the Common  
170 Properties.

171 Section 2 Title to the Common Properties

172 The Developer hereby designates the Common Grounds which appear  
173 on the attached Exhibits B and D as the Common Properties, intended  
174 for use by the Members of the Association, their guests and invitees  
175 and not for the general public. The Association shall be responsible for  
176 the operation and maintenance of the Common Properties.

177 Section 3 Extent of Members' Easements

178 The rights and easements of enjoyment created hereby shall be subject  
179 to the following:

- 180 (a) The right of the Association to prescribe rules and regulations for the  
181 use, enjoyment and maintenance of the Common Properties;
- 182 (b) The right of the Association, in accordance with its Articles and By-  
183 Laws, to borrow money for the purpose of improving the Common  
184 Properties and in aid thereof to mortgage said properties, upon 2/3rds  
185 vote of the Members.
- 186 (c) The right of the Association to dedicate or place restrictions or  
187 easements upon all or any part of the Common Properties, or any  
188 interest therein, subject to such conditions as may be agreed to by the  
189 Members, provided that no such dedication, easement or restriction  
190 shall be effective unless an instrument signed by Members entitled to  
191 cast two-thirds (2/3rds) of the votes of the membership has been  
192 recorded, agreeing to the same, and unless written notice of the  
193 proposed agreement and action thereunder is sent to every Member as  
194 least thirty (30) days in advance of any action taken.

195 **ARTICLE VI**  
196 **COVENANT FOR MAINTENANCE ASSESSMENTS**

197 Section 1 Creation of the Lien and Personal Obligation of Assessments

198 In renewal and extension of prior recorded Declaration of Covenants  
199 and Restrictions for 6300 Willow Lane Addition, Dallas, Texas, the  
200 owner of each Lot within the Property hereby covenants and each  
201 owner of each Lot by acceptance of a deed therefor, whether or not it  
202 shall be so expressed in any such deed or other conveyance, shall be  
203 deemed to covenant and agree to pay the Association: (1) annual  
204 assessments or charges which may be collected monthly; (2) special  
205 assessments for capital improvements and/or special assessments, such  
206 assessments to be fixed, established, and collected from time to time as  
207 hereinafter provided; and (3) individual assessments for insurance as  
208 provided in Section 12 of this Article or for maintenance of private Lots  
209 as authorized by the By-Laws of the Association. All such assessments,  
210 together with interest thereon and costs of collection, including  
211 reasonable attorneys' fees as hereinafter provided, shall be a charge on  
212 the land and shall be a continuing lien upon the property against which  
213 such assessment is made. Each such assessment as herein provided shall

214 also be the personal obligation of the person who was the Owner of  
215 such property at the time when the assessment fell due. Assessments or  
216 charges due from Owners are payable in advance, and are non-  
217 refundable. Partial payments or proration of payments are not  
218 acceptable. The assessments or charges received by the Association  
219 shall be non-refundable. Any unused surplus shall be held as a reserve  
220 for future expenses or capital improvements by the Association.

221 Section 2 **Purpose of Annual Assessments**

222 The assessment levied by the Association shall be used for the purpose  
223 of the improvement, maintenance, management, and administration of  
224 the Common Properties, including but not limited to, the payment of  
225 utilities, taxes, insurance, repairs, replacements, the cost of labor,  
226 equipment, materials, management services, the expenses of  
227 administering and enforcing these covenants and restrictions, and for  
228 carrying out the purposes of the Association as stated in its Articles of  
229 Incorporation and By-Laws.

230 Section 3 **Maximum Annual Assessment**

- 231 (a) the maximum annual assessments may be increased each year not more  
232 than six per cent (6%) above the maximum assessment for the previous  
233 year without a vote of the Membership.
- 234 (b) the maximum annual assessment may be increased above six per cent  
235 (6%) by a vote of two-thirds (2/3rds) of the Members who are voting in  
236 person or proxy, at a meeting duly called for such purpose.
- 237 (c) the Board of Directors may fix the annual assessment at an amount not  
238 in excess of the maximum.

239 Section 4 **Special Assessments**

240 In addition to the annual assessments authorized by Section 3 hereof,  
241 the Association may levy a special assessment, for the purpose of  
242 defraying, in whole or in part, the cost of unanticipated or unbudgeted  
243 expenses or the cost of any construction or reconstruction, unexpected  
244 repair or replacement of a described capital improvement upon the  
245 Common Properties, including the necessary fixtures and personal  
246 property related thereto, provided that any such assessment shall have  
247 the assent of two-thirds (2/3rds) of the votes of the Members who are  
248 voting in person or by proxy at a meeting duly called for this purpose,  
249 written notice of which shall be sent to all Members at least thirty (30)  
250 days in advance and shall set forth the purpose of the meeting.

251 Section 5 **Due Date of Annual Assessments**

252 Annual assessments for each year shall become due and payable in  
253 semi-annual installments due on April 1 and October 1 each year, in  
254 advance, or as otherwise established by the Board of Directors.

255 The due date of any special assessment herein authorized shall be fixed  
256 in the resolution authorizing such assessment. The due date of any  
257 individual assessment authorized herein or in the By-Laws of the  
258 Association shall be due thirty (30) days following the date of the  
259 assessment.

260 Section 6 **Duties of the Board of Directors**

261 The Board of Directors of the Association shall fix the amount of the  
262 annual and special assessment against each Lot at least thirty (30) days  
263 in advance of such date or period and shall send written notice of the  
264 assessment to every Owner subject thereto.

265 The Association shall upon demand at any time furnish to any Owner  
266 liable for said assessments a certificate in writing signed by an officer of  
267 the Association, setting forth whether said assessments have been paid.  
268 Such certificate shall be conclusive evidence of payment of any  
269 assessment therein stated to have been paid.

270 Section 7 **Effect of Non-payment of Assessment**

271 The Personal Obligation of the Owner; The Lien; and the Remedies of  
272 the Association. If the assessments are not paid on the date when due  
273 (being the dates specified in Section 5 hereof), then such assessments  
274 shall become delinquent and shall, together with interest thereon and  
275 other costs herein defined together with the cost of collection thereof,  
276 as hereinafter provided, thereupon become a continuing lien on the Lot  
277 assessed which shall bind such land in the hands of the then Owner, his  
278 heirs, devisees, personal representatives and assigns. The personal  
279 obligation of the then Owner to pay such assessment shall remain his  
280 personal obligation for the statutory period and shall be binding on the  
281 heirs, executors and administrators of such Owner, but shall not pass to  
282 other successors in title unless expressly assumed by them.

283 If any assessment is not paid within thirty (30) days after the due date,  
284 the assessment shall be considered delinquent and shall bear interest  
285 from the date due at the rate of eight (8) per cent per annum, and in  
286 addition thereto, the then Owner shall be responsible for reimbursement  
287 to the Association for all expenses incurred by the Association for  
288 carrying out the Association's duties and responsibilities pursuant to  
289 Article V, Sec. 3 and Sec. 4 of the By-Laws of the Willowgate  
290 Homeowners Association, estimated at a cost not less than \$10 per day  
291 for each day of delinquency, but not in excess of \$25 per day, all of  
292 which shall be added to the assessment and in the event the  
293 Association brings an action at law.

294 Section 8

**Subordination of the Lien to Mortgages**

295 The lien of the assessments provided for herein shall be subordinate to  
296 any first lien mortgage or mortgages of record now or hereafter placed  
297 upon the properties subject to assessments; provided, however, that  
298 such subordination shall apply only to the assessments which have  
299 become due and payable prior to a sale or transfer of such property,  
300 pursuant to a decree of foreclosure, or any other proceeding in lieu of  
301 foreclosure. Such sale or transfer shall not relieve such property from  
302 liability for any assessments thereafter becoming due, nor from the lien  
303 of any such subsequent assessment. The Association may, at its  
304 election, bring an action at law against the Owner personally obligated  
305 to pay the same and/or to foreclose the lien against the property.  
306 Should the Association so elect, there shall be added in addition to the  
307 foregoing, the cost of preparing and filing the complaint in such action,  
308 and in the event a judgment is obtained, such judgment shall include  
309 interest on the assessment as provided, together with reasonable  
310 attorneys' fees to be fixed by the court and all costs of the action  
311 undertaken in connection therewith.

312 Section 9

**The Municipal Authority may Perform Maintenance and Repairs**

313 In the event the Association, its successors or assigns, shall fail or refuse  
314 to adequately maintain the appearance and condition of the Common  
315 Properties which it is obligated to maintain hereunder, the City of  
316 Dallas, Texas shall have the right and may assume the duty of  
317 performing all such maintenance obligations of the Association at any  
318 time, upon giving written notice to the Owners or at any time after the  
319 expiration of ten (10) days after receipt by the Association, its  
320 successor or assigns of written notice specifying in detail the nature  
321 and extent of the failure to maintain without such failure being  
322 remedied, whichever notice shall be appropriate. Upon assuming such  
323 maintenance obligations, the City of Dallas may levy an assessment  
324 upon each Lot on a pro rata basis the cost of such maintenance,  
325 notwithstanding any other provisions contained in this Declaration,  
326 which assessment shall constitute a lien upon the Lot against which  
327 each assessment is made. During the period the City of Dallas has a  
328 right and assumes the obligation to maintain and care for the Common  
329 Properties, the Association shall have no obligation or authority with  
330 respect to such maintenance. The right and authority of the City of  
331 Dallas to maintain the Common Properties shall cease and terminate  
332 when the Association, its successors or assigns shall present to the City  
333 of Dallas reasonable evidence of its willingness and ability to resume  
334 maintenance of the Common Properties. In the event the City of Dallas  
335 assumes the duty of performing the maintenance obligations of the  
336 Association as provided herein, then the City of Dallas, its agents,  
337 representatives and employees shall have the right of access to and  
338 over the Common Properties for the purpose of maintaining, improving  
339 and preserving the same; and in no event, and under circumstances,  
340 shall the City of Dallas be liable to the Association or any Owner or  
341 their respective heirs, devisees, personal representatives, successors and

342 assigns for negligent acts or construction relating in any manner to  
343 maintaining, improving and preserving the Common Properties, or to  
344 any Owner, the Association or any other person for failure to perform  
345 such maintenance. This provision may not be altered or changed  
346 without the consent of the City Council of the City of Dallas  
347 evidenced by Resolution.

348 Section 10 **Exempt Property**

349 The following property subject to this Declaration shall be exempt from  
350 the assessments, charges and liens created herein; (a) all properties to  
351 the extent of any easement or other interest therein dedicated to and  
352 accepted by the local public authority and devoted to public use; and  
353 (b) all Common Properties.

354 Section 11 **Management Agreements**

355 Each Owner of a Lot agrees to be bound by the terms and conditions  
356 of all management agreements entered into by the Association. A copy  
357 of all such agreements shall be available to each Owner. Any and all  
358 management agreements may be canceled by the Board of Directors  
359 upon giving thirty (30) days written notice. In no event shall such  
360 management agreements be canceled prior to the effecting, by the  
361 Board of Directors of a new management agreement with a party or  
362 parties, which new management agreement will become operative  
363 immediately upon cancellation of the preceding management  
364 agreement.

365 Section 12 The Association shall obtain fire and extended coverage hazard  
366 insurance on all improvements on the Common Properties for the full  
367 replacement value thereof, and shall also obtain broad coverage liability  
368 insurance protecting such Common Properties in such manner and for  
369 such amounts as may be determined by the Board of Directors or its  
370 authorized agents. The cost of such insurance shall be borne by the  
371 Association and shall be paid from annual assessments as provided in  
372 Section 2 hereof. The Association may upon the majority vote of its  
373 Members obtain a single policy providing fire and extended coverage  
374 insurance for all residences and improvements situated on the private  
375 Lots, insuring the full replacement value thereof. All such insurance  
376 shall be written in the name of the Association, who shall serve as  
377 Trustee for each individual Lot Owner to the extent of coverages  
378 provided for individual Lots. Premiums for coverages allocated to each  
379 individual Lot shall be borne by the Owner thereof. The Association  
380 shall bill each Owner for the premium allocated to such Lot which shall  
381 be due within thirty (30) days following the date of assessment. The  
382 Association shall have a lien against each Lot for the payment of  
383 insurance premiums which are delinquent, including interest, attorneys'  
384 fees and other collection expenses and shall have all the remedies for  
385 collection set for in Article VI, which lien, however shall be subordinate  
386 to first lien mortgages as provided in Section 8 hereof. In addition to  
387 the insurance obtained by the Association for the benefit of individual

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private residences and other improvements on such Lots, the Owners thereof may at their own expense carry such independent policies as they may elect to have. The Association shall not have any duty to provide insurance protection for personal property, contents or other coverage, including liability insurance on private Lots. To the extent insurance is obtained by the Association for the benefit of any Owner's residence and improvements, the Association shall with the concurrence of the mortgagee, if any, promptly complete claims forms submitted by such Owner in case of loss and endorse and deliver insurance proceeds to such Owner.

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## ARTICLE VII GENERAL PROVISIONS

### 400 Section 1

#### **Duration.**

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The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by a majority of the then Owners of the Properties has been recorded, agreeing to change said covenants and restrictions, in whole or in part; provided however, that nothing herein contained shall prevent the amendment, abandonment, cancellation or change in these covenants and restrictions at any time by instrument in writing signed by two-thirds (2/3rds) of all Lot Owners, except as to Section 9 of Article VI which may further require consent by the City Council of the City of Dallas evidenced by Resolution.

### 416 Section 2

#### **Notices**

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Any notice required to be sent to any Member or Owner under provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

422 Section 3            **Enforcement**

423            Enforcement of these covenants and restrictions shall be by any  
424            proceeding at law or in equity or by sanctions as determined by  
425            resolutions of the Board of Directors against any person or persons  
426            violating or attempting to violate any covenant, restriction or rule,  
427            either to restrain violations or to recover damages, and against the land  
428            to enforce any lien created by these covenants; together with  
429            attorneys' fees, court costs, and expenses incurred by the Association  
430            in connection with the enforcement of these covenants, Restrictions  
431            and Rules and failure by the Association or any Owner to enforce any  
432            covenant or restriction herein shall in no event be deemed a waiver of  
433            the right to do so thereafter.

434 Section 4            **Severability**

435            Invalidation of any one of these covenants or restrictions by judgment  
436            or court order shall in no wise affect any other provisions, which shall  
437            remain in full force and effect.

438 EXECUTED THE DAY and the year first above written.

439 WILLOWGATE HOMEOWNERS ASSOCIATION

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ATTEST BY \_\_\_\_\_

441

*Theresa Alexander*  
Theresa Alexander, President

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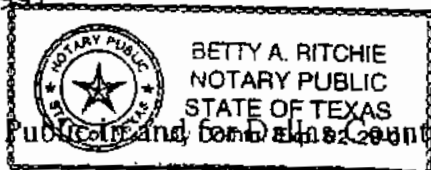
445 THE STATE OF TEXAS

446 COUNTY OF DALLAS

447 BEFORE ME, the undersigned, a Notary Public in and for said County and State on this  
448 day personally appeared Theresa Alexander known to me to be the person and the  
449 officer whose name is subscribed to the foregoing instrument and acknowledged to me  
450 that the same was the act of the said WILLOWGATE HOMEOWNERS ASSOCIATION,  
451 a corporation, and that she executed the same as the act of such corporation for the  
452 purpose and consideration therein expressed and in the capacity therein stated.

453 GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25<sup>th</sup> day of June  
454 A. D. 1997

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*Betty A. Ritchie*

456 Notary Public and Commissioner, Dallas County, Texas

457 THE STATE OF TEXAS

EXHIBIT A

All that certain lot, tract or parcel of land lying and being situated in the County of Dallas, the State of Texas, to-wit:

Being a trace of land out of the THOS. DYKES SURVEY, ABSTRACT NO. 405, Dallas County, Texas, and being a part of City of Dallas Block No. 7460; and being a part of the Jno. T. Orr Estate, said tract being more particularly described as follows:

BEGINNING at a point in the south line of Willow Lane, said point being the northeast corner of Lot 9 in the Ratty-Graham Addition to the City of Dallas, as described in Vol. 30, page 189 of the Deed Records of Dallas County, Texas;

THENCE Northense 88 deg. 45 min. 00 sec., along the south line of Willow Lane, 485.9 feet to the northeast corner of the E. F. Easton tract as described in Vol. 3147, page 649, Deed Records of Dallas County, Texas, said point being 3403.6 feet West of Hillcrest Ave.;

THENCE Southwest 00 deg. 05 min. 00 sec., 627.5 feet;

THENCE Southwest 88 deg. 45 min. 00 sec., 485.9 feet to an inside corner of Lot 5 of said addition;

THENCE Northeast 00 deg. 05 min. 00 sec., along the east lines of Lots 5, 6, 7, 8 and 9 of said addition, 627.5 feet to the POINT OF BEGINNING;

AND BEING all of the same property conveyed by deed from Walter A. Earlow, et ux, Ellen Louise Earlow to Gibraltar Realty Corporation, a Delaware corporation, duly filed for record in Dallas County, Texas, on May 8, 1962 and recorded in the Deed Records of said County.

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**EXHIBIT B**

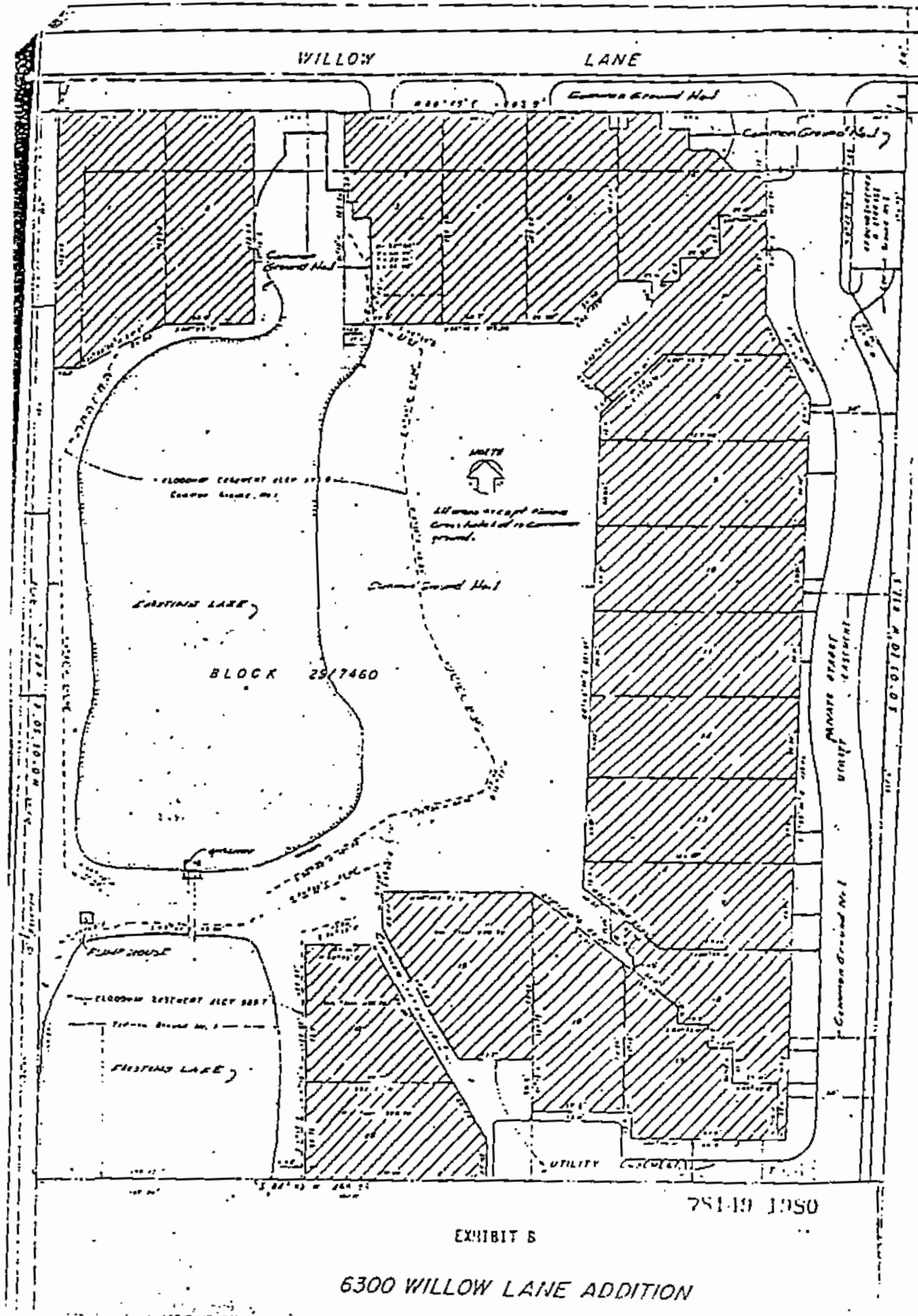


EXHIBIT B

6300 WILLOW LANE ADDITION

## EXHIBIT C

All that certain lot, tract or parcel of land lying and-being situated in the County of Dallas, the State of Texas, to-wit:

Being a tract of land out of the THOS. DYKES SURVEY, ABSTRACT NO. 405, Dallas County, Texas, and being a part of City of Dallas Block No. 46/7460; said tract being more particularly described as follows:

BEGINNING at a point for corner, said point being the northeast corner of said Zumwalt tract, said point also being North 0° 03' 30" East a distance of 25.00 feet and North 88° 45' 00" East a distance of 41.46 feet from the most southeasterly corner of said 6300 Willow Lane Addition;

THENCE South 0° 08' 40" West along the easterly line of said Zumwalt tract a distance of 438.00 feet to a point for corner;

THENCE North 74° 47' 39" West a distance of 219.14 feet to a point for corner;

THENCE North 26° 38' 50" West a distance of 262.43 feet to a point for corner;

THENCE South 88° 42' 40" West a distance of 71.00 feet to a point for corner in the westerly line of said Zumwalt tract and the easterly line of McBeth Subdivision, an addition to the City of Dallas as recorded in Volume 67247, Page 1837, of the Map and Deed Records of Dallas County, Texas;

THENCE North 0° 08' 40" East along the westerly line of said Zumwalt tract a distance of 138.82 feet to a point for corner in the southerly line of said Willow Lane Addition, said point being the northwest corner of said Zumwalt tract;

THENCE North 88° 45' 00" East along the northerly line of said Zumwalt tract a distance of 140.10 feet to a point for corner;

THENCE South 1° 15' 00" East a distance of 40.00 feet to a point for corner;

THENCE North 88° 45' 00" East a distance of 80.00 feet to a point for corner;

THENCE North 1° 15' 00" West a distance of 15.00 feet to a point for corner;

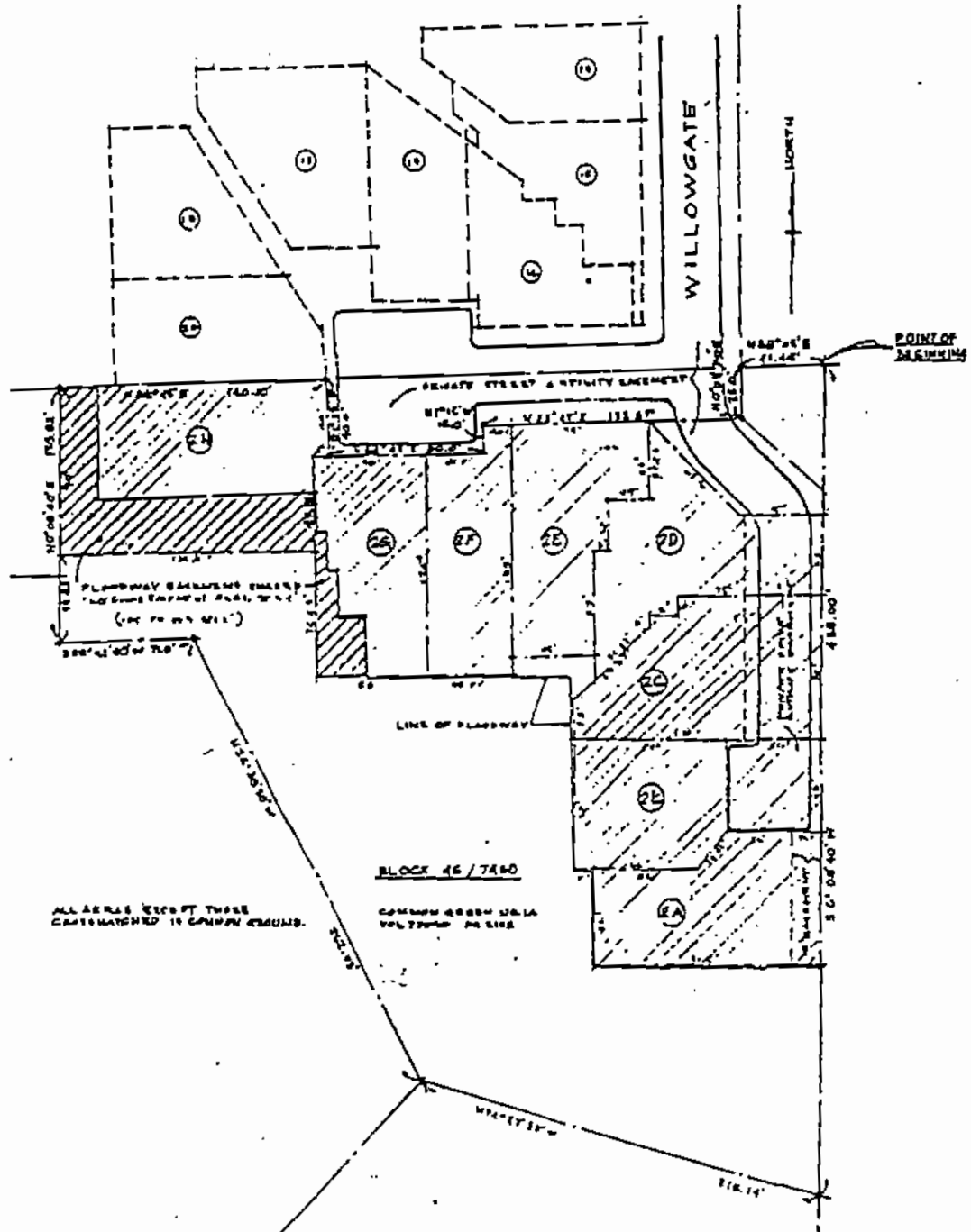
THENCE North 88° 45' 00" East a distance of 138.87 feet to a point for corner;

THENCE North 0° 03' 30" East a distance of 25.00 feet to a point for corner in the southerly line of said 6300 Willow Lane Addition;

THENCE North 88° 45' 00" East along the northerly line of said Zumwalt tract a distance of 41.46 feet to the POINT OF BEGINNING and containing 119,731 square feet, more or less, or 2.7486 Acres.

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**EXHIBIT D**



ALL AREAS EXCEPT THOSE  
CONTAINED IN COMMON AREAS.

**BLOCK 46/7460**  
COMMON AREAS SHALL  
BE COMMON AREAS

**6300 WILLOW LANE ADDITION  
INSTALLMENT II**

BY THE  
THOMAS DYKES SURVEY ASS. 400  
AND BEING A PART OF  
CITY BLOCK 46/7460  
CITY OF DALLAS DALLAS COUNTY TX.  
CITY PLAN NO. 767-142 RA

Page  
78149 1980

07141 01732

EASEMENT

STATE OF TEXAS }  
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, JACK WOOD and wife, MARJORIE M. WOOD (Grantor), do hereby give, dedicate and grant to the 6300 WILLOW LANE HOMEOWNERS' ASSOCIATION (Grantee) the free and uninterrupted use for pedestrian traffic, bicycle traffic and any equipment necessary to maintain certain common areas over and across the property herein described on Exhibit "A" attached hereto and made a part hereof for all purposes. 5.00 DEED 03/11/87

Together with free ingress, egress and regress to and for the occupiers, owners and users of the above-identified tract of land, their heirs and assigns, or any all parts thereof, to the Grantee as an easement for access.

The undersigned covenant that they are the owners of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: none.

It being understood and strictly specified herein that the Grantor does not intend this easement, or otherwise, assume any responsibility or obligation for the maintenance, upkeep, repair or installation of said easement; it being the sole responsibility of the Grantee for such maintenance, upkeep, repair or installation.

Witness our hand this 20th day of March, 1987.

*Jack Wood*  
JACK WOOD  
*Marjorie M. Wood*  
MARJORIE M. WOOD

APPEARED TO AND SUBSCRIBED BEFORE ME this 20th day of March, 1987.

*Elizabeth J. Collins*  
Notary Public, State of Texas  
ELIZABETH J. COLLINS  
COMMISSION EXPIRES  
JANUARY 21 1990

STATE OF TEXAS }  
COUNTY OF DALLAS }

This instrument was acknowledged before me this 20th day of March, 1987, by JACK WOOD AND WIFE, MARJORIE M. WOOD.

*Elizabeth J. Collins*  
Notary Public, State of Texas

ELIZABETH J. COLLINS  
COMMISSION EXPIRES  
JANUARY 21 1990

87047 3637

EXHIBIT "A"

BEING part of Lot 8, Block 29/7460 of 2nd Replat of 6300 Willow Lane Addition, an addition to the City of Dallas, according to the map recorded in Volume 84030, Page 2867, of the Map Records, Dallas County, Texas, and being more particularly described in two tracts as follows:

TRACT ONE:

A six (6) foot strip along the entire North line of said lot.

TRACT TWO:

BEING a part of Lot 8, Block 29/7460 of the 2nd Replat of 6300 Willow Lane Addition, an addition to the City of Dallas according to the Map recorded in Volume 84030, Page 2867, Deed Records Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the Southwest corner of the aforementioned Lot 8, said corner also being the Northwest corner of Lot 9;

THENCE  $N0^{\circ}03'30''E$ , along the West line of Lot 8, a distance of 15.00 feet to an angle point;

THENCE  $N43^{\circ}45'E$ , along the Northwest line of Lot 8, a distance of 14.37 feet to a point;

THENCE  $S0^{\circ}03'30''W$ , parallel to the West line of Lot 8, a distance of 14.50 feet to a point;

THENCE  $S43^{\circ}45'W$ , parallel to the Northwest line of Lot 8, a distance of 8.00 feet to a point;

THENCE  $S0^{\circ}03'30''W$ , parallel to the West line of Lot 8, a distance of 5.00 feet to a point in the South line of said Lot 8;

THENCE  $S88^{\circ}45'W$ , along said South line, a distance of 4.40 feet to the POINT OF BEGINNING.

87047 3638

27028 2898

RETURN TO:  
Katherine R. Kitchen  
6238 Willow Gate Drive  
Dallas, Texas 75230

STATE OF TEXAS  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named records  
of Dallas County, Texas as stamped hereon by me.

COUNTY OF DALLAS

MAR 11 1987

*Estel Bullock*  
COUNTY CLERK, Dallas County, Texas



FILED  
*Estel Bullock*  
COUNTY CLERK  
DALLAS COUNTY

87 MAR 11 PM 2:01

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT  
THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED  
THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER  
FEDERAL LAW AND ARE UNENFORCEABLE.  
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL  
LAW.



EXECUTED this 28 day of MAY, 2002.

GRANTORS: WOOD & ASSOCIATES, INC.

By: Jack Wood  
Name: Jack Wood  
Title: President

By: Jack Wood  
Jack Wood, Individually

GRANTEE: WILLOWGATE HOMEOWNER'S ASSOCIATION

By: M. O. [Signature], President  
Its: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jack Wood, President of Wood & Associates, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same for the purposes and consideration stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of MAY, 2002.



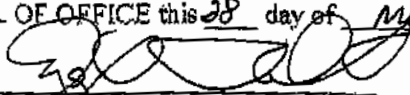
[Signature]  
Notary Public in and for  
the State of Texas  
My Commission Expires: 01/27/03

STATE OF TEXAS     §  
                                  §  
                                  §  
COUNTY OF DALLAS   §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jack Wood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of MAY, 2002.



  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

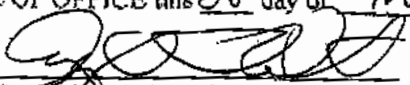
My Commission Expires: 01/27/03

STATE OF TEXAS     §  
                                  §  
                                  §  
COUNTY OF DALLAS   §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared TERESA ALEXANDER acting in his/her capacity as President of, and on behalf of, Willowgate Homeowner's Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same for the purposes and consideration stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of MAY, 2002.



  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires: 01/27/03

ADDRESS OF GRANTEE:

Willowgate Homeowner's Association  
c/o Alternative Management Systems  
P. O. Box 781161  
Dallas, Texas 75378-1161

AFTER RECORDING, RETURN TO:

THE BLEND LAW FIRM, P.C.  
5301 Spring Valley Road, Suite 200  
Dallas, Texas 75254

## EXHIBIT "A" TO SPECIAL WARRANTY DEED

Those areas of land designated as "Common Ground" and the Lot marked "Groundskeeper and Storage" as may be described in the following documents:

1. Exhibits "A," "B," "C" and "D" of the Second Amended Declaration of Covenants and Restrictions, Willow Lane Addition recorded at Volume 97141, Page 01716 *et seq.* of the Deed Records of Dallas County, Texas, as may be amended and supplemented from time to time; and
2. That one certain re-plat identified as Wood - 6300 Willow Lane Addition an Addition to the City of Dallas, Dallas County, Texas, recorded in Volume 95068, Page 01841 *et seq.* of the Real Property Records of Dallas County, Texas; and
3. That one certain re-plat identified as Wood - 6300 Willow Lane Addition, Second Installment, an Addition to the City of Dallas, Dallas County, Texas, recorded in Volume 95068, Page 01972 *et seq.* of the Real Property Records of Dallas County, Texas.

Exhibit "A" - Solo Page

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Permitted Exceptions

1. All unpaid taxes and assessments for the year 2002 and subsequent years, not yet due and payable.
2. Covenants, conditions, obligations, restrictions, easements, charges and liens as set forth in the Second Amended Declaration of Covenants and Restrictions, Willow Lane Addition recorded at Volume 97141, Page 01716 *et seq.* of the Deed Records of Dallas County, Texas, as may be amended and supplemented from time to time.
3. All covenants, conditions, restrictions, rights-of-way, liens, judgments, encumbrances, encroachments, defects, reservations and easements of record.
4. Present and future zoning laws, ordinances, resolutions, orders and regulations of all federal, state, county or municipal governments, agencies, boards, bureaus, commissions, authorities and bodies now or hereafter having or acquiring jurisdiction over the Property, and any violation of any such law, ordinance, order, regulation, resolution or requirement.