

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



Instrument Number: 2010-41657

As

Recorded On: May 04, 2010

Declaration

Parties: RIVER WALK ASSOCIATION INC

Billable Pages: 17

To

Number of Pages: 17

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Declaration	75.00
Total Recording:	75.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2010-41657
Receipt Number: 681264
Recorded Date/Time: May 04, 2010 08:06:58A

Record and Return To:

THE MORRIS LEGAL GROUP
610 PARKER SQUARE
FLOWER MOUND TX 75028

User / Station: D Kitzmiller - Cash Station 2



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

Roy Morris
610 Parker Square
Flower Mound, TX
75028

**FIRST SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIVER WALK AT CENTRAL PARK
CREATING THE MEDICAL SHARED PARKING AREA**

This **FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER WALK AT CENTRAL PARK CREATING THE MEDICAL SHARED PARKING AREA** (the "Amendment") is made as of May 3, 2010, by **Flower Mound CBD, Ltd.**, a Texas limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant, as the owner of that certain real property in Flower Mound, Texas (Denton County), commonly known as The River Walk at Central Park, imposed on such real property certain covenants, conditions and restrictions and created an association for the owners of real property located in The River Walk at Central Park, all pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, dated September 16, 2008, and recorded on September 17, 2008, as Instrument No. 2008-102188, in the Real Property Records of Denton County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, dated January 15, 2009, and recorded on January 15, 2009, as Instrument No. 2009-5273 in the Real Property Records of Denton County, Texas and as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, dated March 22, 2010, and recorded on April 5, 2010, as Instrument No. 2010-30949 in the Real Property Records of Denton County, Texas (as amended, the "**Declaration**"), which real property is more particularly described in the Declaration; and

WHEREAS, Section 6.2(b) of the Declaration provides that Declarant, in regard to any Parcel owned by Declarant (or an affiliate thereof) may impose (i) more restrictive uses on any particular Parcel or (ii) set forth additional development standards, protective covenants or other provisions as deemed necessary by Declarant to reflect the character and/or contemplated use of the Parcel, by preparing and filing a Supplement to the Declaration pursuant to Section 6.2(c) of the Declaration; and

WHEREAS, pursuant to Section 6.2(d) of the Declaration, the provisions of a Supplement are as fully effective and binding upon the affected Parcel(s) to the same extent as if the provisions of such Supplement were included in the Declaration; and

WHEREAS, Section 1.6(b) of the Declaration allows Declarant or the Association to designate one or more areas of the Project as a "**Shared Parking Area**"; and

WHEREAS, Declarant has determined that it is in the best interest of the Project to create a Shared Parking Area and to set forth in this Supplement certain additional terms, provisions and conditions that pertain to Shared Parking Area 1; and

WHEREAS, these recitals are incorporated into and made a part of this Supplement for all purposes.

NOW, THEREFORE, Declarant declares that the Declaration is hereby supplemented in accordance with the terms, provisions and conditions hereinafter set forth and that the Parcels located in the Medical Shared Parking Area is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and in this Supplement.

1. Capitalized Terms. All capitalized terms not otherwise defined in this Supplement shall have the same meanings given such terms in the Declaration.

2. Consent. The Owners of the Parcels in the Medical Shared Parking Area hereby acknowledge, consent and agree to this Supplement and its filing in the Real Property Record of Denton County, Texas.

3. Medical Shared Parking Area. Declarant hereby designates the tract of land that is described in Exhibit "A" attached hereto and incorporated herein by reference as a Shared Parking Area, to be named the Medical Shared Parking Area. The Owners of the Parcels within the Medical Shared Parking Area shall be responsible for and pay their proportionate share of the costs of construction and the costs of operation, maintenance and repair of parking lots and structures and related parking facilities, as hereinafter set forth, within the Medical Shared Parking Area.

4. Parking Area. Declarant hereby designates and restricts the use of that certain tract of land described in Exhibit "B" (the "Medical Shared Parking Tract"), attached hereto and incorporated herein by reference, to use as a parking area and establishes additional development standards, protective covenants and such other provisions that are required to provide for the use of the Medical Shared Parking Tract for the construction of parking lots, parking structures, joint access drives, and such other facilities and improvements that may be required to construct, provide and operate parking facilities for the Parcels within the Medical Shared Parking Area.

5. Easement. Declarant, the Association and River Walk MOB-103 Holdings, LLC , Flower Mound CBD, Ltd. (collectively "Grantors") do hereby grant, sell and convey unto each other and future Owners of the Parcels within the Medical Shared Parking Area (collectively "Grantees"), their respective agents, employees, tenants, guests, invitees, and assigns, a parking easement upon, across, over and through the Medical Shared Parking Tract (the "Medical Shared Parking Easement"). The terms of the Shared Parking Easement are as follows:

(a) The Medical Shared Parking Easement shall be used for installation, construction, erection, inspection, maintenance, repair, replacement, operation and/or upgrade of surface or structured parking facilities and improvements, including but not limited to parking lots, parking structures, joint access drives, curbs, sidewalks, drainage facilities, landscaping and such other facilities and improvements that may be required to construct, provide for and operate parking facilities.;

(b) The Medical Shared Parking Easement is appurtenant to and benefits and burdens, all Parcels in the Medical Shared Parking Area;

(c) The Medical Shared Parking Easement is perpetual and non-exclusive and Grantors, their successor's or assigns, shall have the right to enter upon and use the Medical Shared Parking Easement for any purpose permitted in the Declaration and this Supplement; provided, however, that Grantors shall not use the Medical Shared Parking Tract in any other manner or grant any

other easement on or across the Medical Shared Parking Tract which interferes in any material way with the rights and privileges granted herein or the terms and conditions hereof;

(f) It is specifically agreed that Grantors, their successors or assigns, may place utilities, landscaping and irrigation improvements in the Medical Shared Parking Tract, including but not limited to (i) trees, shrubs, grasses, and other plants; (ii) irrigation lines and equipment, and (iii) utility lines and equipment, all in accordance with the Declaration;

(g) Grantees shall hold harmless, defend, and indemnify Grantors against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and death, damage to property and attorney's fees and court costs, arising from Grantee's exercise of its easement rights under the Medical Shared Parking Easement; and

(h) A temporary non-exclusive easement over, upon and across the property immediately adjacent to the Medical Shared Parking Tract which shall only be used for the purposes of (i) vehicular and pedestrian access, ingress and egress as reasonably necessary to construct the Parking Improvements, as herein after defined, by Grantees, its affiliates, Grantees' contractor or such contractor's affiliates or subcontractors, for construction of the Parking Improvements, (ii) excavation, grading and fill of the temporary easement property reasonably necessary to allow construction of the Parking Improvements; and

(i) Grantees, its affiliates and its contractors must maintain adequate insurance coverage at all times during its construction of the Parking Improvements and use of the temporary easement property.

6. Parking Improvements. The Owners of the Parcels in the Medical Shared Parking Area shall construct the parking facilities and improvements within the Medical Shared Parking Area as follows:

(a) Any Owner that develops a Parcel within the Medical Shared Parking Area shall be responsible for the construction of parking facilities or additional parking facilities necessary to provide sufficient parking to serve (i) the planned development of its Parcel, (ii) existing development and (iii) planning and constructing the parking facilities in such a manner as to address future parking for the development of undeveloped Parcels in the Medical Shared Parking Area or the portion of the Medical Shared Parking Area served by the Shared Parking Tract or a future shared parking tracts within the Medical Shared Parking Area (a "Future Shared Parking Tracts");

(b) Accordingly, each Owner of a Parcel within the Medical Shared Parking Area shall construct or install, cause to be constructed or installed or contract for the construction and installation and cause completion of the parking facilities or improvements, in the size required or approved by the Town of Flower Mound, Texas (the "Town"), and otherwise in compliance with the Town's standards, the Declaration, this Supplement and in sufficient capacity to provide parking for development of the Parcels served by the Shared Parking Tract or a Future Shared Parking Tract (the "Parking Improvements");

(c) The Parking Improvements may be constructed in phases;

(d) The Parking Improvements shall be constructed in such a manner that the construction of the Parking Improvements or the construction of the current phase of the Parking

Improvements allow for sufficient parking area or parking capacity for the future development of the Parcels served by the Shared Parking Tract or a Future Shared Parking Tract.

(e) Temporary parking may be constructed as part of a phase of development of the Parking Improvements constructed in the Shared Parking Tract, the cost of the temporary parking shall be the responsibility of the Owners of the Parcels benefitted by the temporary parking.

(g) The design, engineering, construction plans, phasing and such other plans or engineering required by the Town that may be required to complete the construction of the Parking Improvements, or any portion thereof (the "Construction Plans"), shall be approved by the Declarant, or Association or the DRB as applicable, prior to submittal of the Construction Plans to Town.

The Owners acknowledge and agree that it may be necessary to enlarge the Medical Shared Parking Tract in connection with development in the Medical Shared Parking Area and to convert temporary or surface parking to structured parking in order to provide sufficient parking for full development of the Medical Shared Parking Area.

7. Construction Costs. "Construction Costs" means all of the costs and expenses incurred, paid or payable in connection with the construction of the Parking Improvements including without limitation all design, engineering, environmental, testing, geotechnical, governmental approvals, plating, permits, grading, utility, inspection and review, payment and performance bonds, landscaping, general contractor and construction management/supervision costs and all other incidental costs of having the Parking Improvements constructed unless specifically excluded herein. . Further, "Construction Costs" include, without limitation, all design fees, as-built drawing fees, inspection and review fees, general contractor and construction management/supervision costs and all other related incidental costs.

8. Construction Standards. The Parking Improvements shall be in accordance with the standards and ordinances of the Town of Flower Mound, Texas and as specifically set forth in the Town's Ordinance No. 46-08, which is applicable to the Project, and in the Declaration. Without limitation of the foregoing, the construction of the Parking Improvements is subject to the terms of the Declaration providing for review and approval by the DRB.

9. Operating Expenses. "Operating Expenses" means all of the costs and expenses incurred, paid or payable in connection with operating, maintaining, insuring and managing the Parking Improvements in the Medical Shared Parking Tract for a particular calendar year or portion thereof as determined in accordance with generally accepted accounting principles, including, but not limited to, the following: (i) insurance premiums; (ii) water, sewer, electrical and other utility charges; (iii) service, testing and other charges incurred in the operation and maintenance of the Parking Improvements in the Medical Shared Parking Tract, including without limitation the cost of maintenance service contracts; (iv) sweeping, cleaning and other related services; (v) tools and supplies costs; (vi) repair costs; (vii) costs of landscaping and irrigation, including but not limited to landscape maintenance, seasonal planting, tree maintenance, fertilizer, pest control and sprinkler maintenance costs and rental and supply costs in connection therewith; (viii) security and alarm services; (ix) license, permit and inspection fees; (x) management fees; (xi) wages and related benefits payable to employees, including taxes and insurance relating thereto; (xii) accounting services; (xiii) legal services; (xiv) trash removal; (xv) private roads, sidewalks, road and parking signs, garage, paving, drainage and parking maintenance, repair, repaving, striping and operating costs; (xvi) the charges assessed against the Parking Improvements or Shared Parking Tract pursuant to any contractual covenants or recorded declaration of covenants or the Declaration or covenants, conditions and restrictions of any other similar instrument affecting the Medical Shared Parking Tract or any easement agreements; (xvii) the cost of any improvement made to the

Parking Improvements or the Medical Shared Parking Tract that is required under any governmental law or regulation which was not promulgated, or which was promulgated but was not applicable to Parking Improvements or the Medical Shared Parking Tract at the time that improvements were made to or on the Medical Shared Parking tract; (xviii) the cost of any labor saving or energy-saving device or other equipment installed in conjunction with the operation of the Parking Improvement or Medical Shared Parking Tract (provided it is reasonably anticipated that the installation thereof will reduce Operating Expenses); (xix) all real estate taxes and other taxes or assessments for each calendar year which are levied with respect to the Medical Shared Parking Tract; (xx) any tax, surcharge or assessment which shall be levied as a supplement to or in lieu of real estate taxes; and (xxi) the costs and expenses of a consultant, if any, or of contesting the validity or amount of such real estate or other taxes.

10. Allocation and Payment.

(a) Allocation. Each Owner shall be allocated and shall pay to the Owner or Owners that undertakes the construction of the parking facilities and improvements (one or more Owner, the "Builder") in the Medical Shared Parking Area, by payment to the Builder or its designated agent, for its own benefit and for the benefit of the other Owners, its share of the Construction Costs. Each Owner shall pay the Association its share of the Operating Expenses for the parking facilities and improvements constructed in the Share Parking Area. Each Owner shall pay its share of the Construction Costs and Operating Expenses, notwithstanding that the Medical Shared Parking Easement may be located on one or more other Owners' Parcels. Each Owner's share of Construction Costs or the Operating Expenses is the ratio, expressed as a percentage, that the rentable area (either existing rentable area constructed on the Owner's Parcel, the potential future rentable area that could be constructed on the Owner's Parcel or the sum of the existing and potential future rentable areas with respect to the Owner's Parcel, as the case may be) of that Owner's building or buildings collectively bears to the rentable areas of all the buildings collectively in Medical Shared Parking Area at the time Construction Cost or Operating Expense is incurred ("Cost Allocation"). In the event that there is a change in the rentable area in Medical Shared Parking Area each Owner's Cost Allocation will be adjusted prospectively, from time to time, based on increase or decrease in the rentable area in Medical Shared Parking Area.

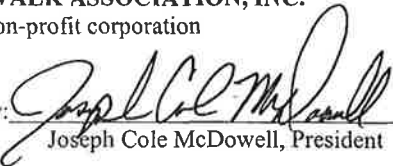
(b) Payment. On or before the first (1st) day of each month and/or, if Builder or Association so chooses, on or before the fifteenth (15th) day of each month, Builder or Association shall present the Owners with a written invoice of charges covering the Owner's share (based on the Cost Allocation) of the Construction Costs or Operating Expenses, as applicable. Any payment due hereunder that is not paid within thirty (30) days after receipt of the invoice therefore by the party required hereunder to make payment shall bear interest at the maximum contract rate of interest allowed by law from such 30th day until paid. In the event that a payment due hereunder is not paid within thirty (30) days after receipt of the invoice therefore by the party required hereunder to make payment, said payment shall be delinquent and the Builder or Association shall have the right to pursue any and all methods of collection including filing a lien against the Owner's Parcel(s) in the Medical Shared Parking Area.

11. Modification. Any amendment, release, waiver or termination of the Supplement requires the joinder of all Owner's of Parcels in the Medical Shared Parking Area.

EXECUTED this the 3 day of May 2010.

ASSOCIATION:

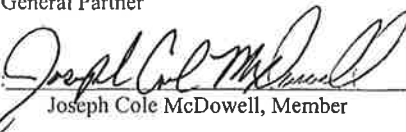
RIVER WALK ASSOCIATION, INC.
a Texas non-profit corporation

By: 
Joseph Cole McDowell, President

DECLARANT:

FLOWER MOUND CBD, LTD.,
a Texas limited partnership

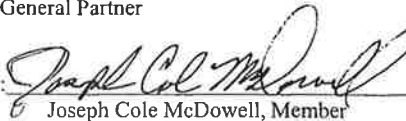
By: Flower Mound CBD Management, L.L.C.,
a Texas limited liability company,
its General Partner

By: 
Joseph Cole McDowell, Member

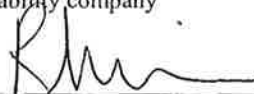
OWNERS:

FLOWER MOUND CBD, LTD.,
a Texas limited partnership

By: Flower Mound CBD Management, L.L.C.,
a Texas limited liability company,
its General Partner

By: 
Joseph Cole McDowell, Member

RW MOB-103 HOLDINGS, LLC,
a Texas limited liability company

By: 
Roy G. Morris, Manager

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Denton)

This instrument was acknowledged before me on May 3, 2010, by Joseph Cole McDowell, the President of River Walk Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Lisa R. Allen
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF Denton)

This instrument was acknowledged before me on May 3, 2010, by Joseph Cole McDowell, _____ Member of Flower Mound CBD Management, L.L.C., a Texas limited liability company and the constituent general partner of Flower Mound CBD, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Lisa R. Allen
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF Denton)

This instrument was acknowledged before me on May 3, 2010, by Roy Morris, _____ Member of River Walk MOB-103, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



Lisa R. Allen
Notary Public, State of Texas

EXHIBIT "A"

**LEGAL DESCRIPTION
MEDICAL SHARED PARKING AREA**

Four (4) Tracts of Land Being Part of Lot 2, Block A, The River Walk at Central Park
22.494 Acres

Tract I – 20.014 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299 and the J. T. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, being part of that certain called 80 acre tract of land described in deed to Manco Investments, Incorporated recorded in Volume 439, Page 352 of the Deed Records of Denton County, Texas, and being part of that certain called 252.86 acre tract described as Part Two in deed to Edward S. Marcus recorded in Volume 470, Page 131 of the Deed Records of Denton County, Texas, and being part of that certain called 28.061 acre tract of land described in deed to Edward S. Marcus recorded in Volume 614, Page 150 of the Deed Records of Denton County, Texas, and being part of that certain called 229.56 acre tract of land described in deed to Flower Mound Development Venture recorded in Volume 1361, Pages 874 and 879 of the Real Property Records of Denton County, Texas, being part of that certain tract of land described as Tract 1 in deed to Flower Mound CBD, LTD., recorded in Document Number 07-145337 of the Real Property Records of Denton County, Texas, being part of Lot 2, Block A, The River Walk at Central Park, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar (G&A) found for the most westerly northwest corner of Lot 2, and being on the most westerly south line of Lot 1, The River Walk at Central Park, and being on the east right-of-way line of F. M. Highway 2499-Long Prairie Road;

THENCE N 89°41'20" E, 267.37 feet, along the most westerly north line of said Lot 2 and the most westerly south line of said Lot 1, to a 1/2" capped rebar (G&A) found at the westerly northwest corner of that certain 1.229 acre tract of land described as Tract 1 in deed to RW MOB-103 Holdings, LLC, recorded in Document Number 2009-34016 of the Real Property Records of Denton County, Texas;

THENCE S 00°18'40" E, 109.33 feet, along the west line of said 1.229 acre tract, to a 1/2" capped rebar (G&A) found at the southwest corner thereof;

THENCE N 89°41'20" E, 323.00 feet, along the south line of said 1.229 acre tract, to a 1/2" capped rebar (G&A) found at the southeast corner thereof, being on the west line of that certain 0.624 acre tract of land described as Tract 3 in said deed to RW MOB-103 Holdings, LLC;

THENCE S 00°18'40" E, 84.50 feet, along the west line of said 0.624 acre tract, to a 1/2" capped rebar (G&A) found at the southwest corner thereof;

Page 8 of 16

THENCE N 89°41'20" E, 235.54 feet, along the south line of said 0.624 acre tract, to a 1/2" capped rebar (G&A) found at the southeast corner thereof;

1/2" capped rebar found at the northeast corner thereof and the southeast corner of that certain 0.627 acre tract of land described as Tract 2 in said deed to RW MOB-103 Holdings, LLC, and continuing a total distance of 231.34 feet, to a 1/2" capped rebar (G&A) found at the northeast corner thereof, being on the most easterly south line of said Lot 1, The River Walk at Central Park and a westerly north line of said Lot 2 thereof,

THENCE N 89°41'20" E, 138.46 feet, along a westerly north line of said Lot 2 and the most easterly south line of said Lot 1, to a 1/2" capped rebar (G&A) found at the southerly southeast corner thereof, being an inner ell corner of said Lot 2;

THENCE N 00°18'40" W, 290.78 feet, along a northerly west line of said Lot 2 and the southerly east line of said Lot 1, to a 1/2" capped rebar (G&A) found;

ACS/TRC DENTON Doc: 000041657 Date: 05/04/2010 Vol: 0000000 Page: 00000 Page: 10 Of 17

THENCE N 89°41'20" E, 68.00 feet, along a northerly line of said Lot 2, and a southerly line of said Lot 1, to a 1/2" capped rebar (G&A) found;

THENCE N 00°18'40" W, 239.82 feet, along a northerly west line of said Lot 2 and the northerly

THENCE along the common line between Lot 2, said 229.56 acre tract, and said 13.948 acre tract, the following:

- N 89°30'00" E, 280.00 feet to a 1/2" capped rebar (G&A) found;
- S 00°30'00" E, 400.00 feet to a 1/2" capped rebar (G&A) found;
- N 89°30'00" E, 170.00 feet to a 1/2" capped rebar (G&A) found;
- S 00°30'00" E, 230.00 feet to a 1/2" capped rebar (G&A) found;
- And N 89°30'00" E, 93.04 feet to a 1/2" capped rebar (G&A) set;

THENCE into Lot 2, the following:

- S 00°18'40" E, 916.39 feet to a 1/2" capped rebar (G&A) set;
- S 89°41'20" W, 82.10 feet to a 1/2" capped rebar (G&A) set for the point of curvature of a curve to the left;
- THENCE Southwesterly, with the arc of said curve having a radius of 143.50 feet, a central angle of 53°07'48", whose chord bears S 63°07'26" W, 128.35 feet, an arc length of 133.07 feet, to a 1/2" capped rebar (G&A) set at a point of compound curvature;
- THENCE Southwesterly, with the arc of said curve having a radius of 293.50 feet, a central angle of 45°53'03", whose chord bears S 13°37'01" W, 228.81 feet, an arc length of 235.04 feet, to a 1/2" capped rebar (G&A) set;
- THENCE S 89°41'20" W, 582.54 feet, to a 1/2" capped rebar (G&A) set, being an inner ell corner of Lot 2, and being the southeast corner of the right-of-way of Central Park Drive;

THENCE N 00°18'40" W, 92.00 feet along a west line of Lot 2 and the east line of Central Park Drive, to a 1/2" capped rebar (G&A) found for an inner ell corner of Lot 2 and the northeast corner of Central Park Drive;

THENCE N 85°00'00" W, 113.44 feet along a south line of Lot 2 and the north line of Central Park Drive, to a 1/2" capped rebar (G&A) found;

THENCE N 89°41'20" E, 363.09 feet continuing along a south line of Lot 2 and the north line of Central Park Drive, to a 1/2" capped rebar (G&A) found at the intersection of the north line of Central Park Drive with the east right-of-way line of F. M. Highway 2499-Long Prairie Road, for an outer ell corner of said Lot 2;

THENCE N 00°29'00" W, 57.53 feet along a west line of said Lot 2 and the east right-of-way line of F. M. Highway 2499-Long Prairie Road, to a 1/2" capped rebar set (G&A), being the point of curvature of a curve to the left;

Page 10 of 16

THENCE Northeasterly, with the arc of said curve having a radius of 225.00 feet, a central angle of 12°48'16", whose chord bears N 05°56'07" E, 50.18 feet, an arc length of 50.28 feet, to a 1/2" capped rebar (G&A) found;

THENCE N 00°28'00" W, 216.41 feet, to the POINT OF BEGINNING and containing approximately 20.014 acres of land.

Tract II – 1.229 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299, Town of Flower mound, Denton County, Texas, being part of Lot 2, The River Walk at Central Park, an addition to the Town of Flower mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar (G & A) set on a westerly north line of said Lot 2, being on the most westerly south line of Lot 1 thereof, from which point a 1/2" capped rebar (G & A) found at the westerly southwest corner thereof bears S 89°41'20" W, 267.37 feet;

THENCE N 89°41'20" E, 13.00 feet, along said line, to a 1/2" capped rebar (G & A) found at an ell corner of said Lot 2 and a southeast corner of said Lot 1;

THENCE N 00°18'40" W, 59.67 feet, along a southerly east line of said Lot 1 and a west line of said Lot 2, to a 30" post oak found at an ell corner thereof;

THENCE N 89°41'20" E, 298.36 feet, along a westerly south line of said Lot 1 and a westerly north line of said Lot 2, to a 1/2" capped rebar (G & A) found at an ell corner thereof;

THENCE S 00°18'40" E, 22.16 feet, along a southerly west line of said Lot 1 and a westerly east line of said Lot 1, to a 1/2" capped rebar (G & A) found at an ell corner;

THENCE N 89°41'20" E, 11.64 feet, along a westerly south line of said Lot 1 and a westerly north line of said Lot 1, to a 1/2" capped rebar (G & A) set;

THENCE S 00°18'40" E, 146.84 feet, to a 1/2" capped rebar (G & A) set;

THENCE S 89°41'20" W, 323.00 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 00°18'40" W, 109.33 feet, to the POINT OF BEGINNING and containing approximately 1.229 acres of land.

Tract III – 0.627 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299, Town of Flower mound, Denton County, Texas, being part of Lot 2, The River Walk at Central Park, an addition to the Town of Flower mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar (G & A) set on a westerly north line of said Lot 2, being on the most easterly south line of Lot 1 thereof, being S 89°41'20" W, 138.46 feet, from a 1/2" capped rebar (G & A) found at the easterly southeast corner thereof;

THENCE S 00°18'40" E, 115.97 feet, to a 1/2" capped rebar (G & A) set;

THENCE S 89°41'20" W, 235.54 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 00°18'40" W, 115.97 feet, to a 1/2" capped rebar (G & A) set on said westerly north line of said Lot 2 and the most easterly south line of said Lot 1;

THENCE N 89°41'20" E, 235.54 feet, along said line, to the POINT OF BEGINNING and containing approximately 0.627 acres of land.

Tract IV – 0.624 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299, Town of Flower mound, Denton County, Texas, being part of Lot 2, The River Walk at Central Park, an addition to the Town of Flower mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set, being S 89°41'20" W, 136.46 feet, and S 00°18'40" E, 115.97 feet, from a 1/2" capped rebar found at an inner ell corner of said Lot 2, being the most easterly southeast corner of Lot 1, The River Walk at Central Park;

THENCE S 00°18'40" E, 115.37 feet, to a 1/2" capped rebar (G & A) set;

THENCE S 89°41'20" W, 235.54 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 00°18'40" W, 115.37 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 89°41'20" E, 235.54 feet, to the POINT OF BEGINNING and containing approximately 0.624 acres of land.

EXHIBIT "B"

LEGAL DESCRIPTION
MEDICAL SHARED PARKING TRACT

Three (3) Tracts of Land Being Part of Lot 2, Block A, The River Walk at Central Park
4.203 Acres

Tract I – 2.952 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299 and the J. T. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, being part of that certain called 80 acre tract of land described in deed to Manco Investments, Incorporated recorded in Volume 439, Page 352 of the Deed Records of Denton County, Texas, and being part of that certain called 252.86 acre tract described as Part Two in deed to Edward S. Marcus recorded in Volume 470, Page 131 of the Deed Records of Denton County, Texas, and being part of that certain called 28.061 acre tract of land described in deed to Edward S. Marcus recorded in Volume 614, Page 150 of the Deed Records of Denton County, Texas, and being part of that certain called 229.56 acre tract of land described in deed to Flower Mound Development Venture recorded in Volume 1361, Pages 874 and 879 of the Real Property Records of Denton County, Texas, being part of that certain tract of land described as Tract 1 in deed to Flower Mound CBD, LTD., recorded in Document Number 07-145337 of the Real Property Records of Denton County, Texas, being part of Lot 2, Block A, The River Walk at Central Park, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar (G&A) found for the most westerly northwest corner of Lot 2, and being on the most westerly south line of Lot 1, The River Walk at Central Park, and being on the east right-of-way line of F. M. Highway 2499-Long Prairie Road;

THENCE N 89°41'20" E, 267.37 feet, along the most westerly north line of said Lot 2 and the most westerly south line of said Lot 1, to a 1/2" capped rebar (G&A) found at the westerly northwest corner of that certain 1.229 acre tract of land described as Tract 1 in deed to RW MOB-103 Holdings, LLC, recorded in Document Number 2009-34016 of the Real Property Records of Denton County, Texas;

THENCE S 00°18'40" E, 109.33 feet, along the west line of said 1.229 acre tract, to a 1/2" capped rebar (G&A) found at the southwest corner thereof;

THENCE N 89°41'20" E, 323.00 feet, along the south line of said 1.229 acre tract, to a 1/2" capped rebar (G&A) found at the southeast corner thereof, being on the west line of that certain 0.624 acre tract of land described as Tract 3 in said deed to RW MOB-103 Holdings, LLC;

THENCE S 00°18'40" E, 84.50 feet, along the west line of said 0.624 acre tract, to a 1/2" capped rebar (G&A) found at the southwest corner thereof;

THENCE N 89°41'20" E, 235.54 feet, along the south line of said 0.624 acre tract, to a 1/2" capped rebar (G&A) found at the southeast corner thereof;

THENCE N 00°18'40" W, along the east line of said 0.624 acre tract, passing at 115.37 feet, a 1/2" capped rebar found at the northeast corner thereof and the southeast corner of that certain 0.627 acre tract of land described as Tract 2 in said deed to RW MOB-103 Holdings, LLC, and continuing a total distance of 231.34 feet, to a 1/2" capped rebar (G&A) found at the northeast corner thereof, being on the most easterly south line of said Lot 1, The River Walk at Central Park and a westerly north line of said Lot 2 thereof,

THENCE N 89°41'20" E, 138.46 feet, along a westerly north line of said Lot 2 and the most easterly south line of said Lot 1, to a 1/2" capped rebar (G&A) found at the southerly southeast corner thereof, being an inner ell corner of said Lot 2;

THENCE N 00°18'40" W, 11.66 feet, along a northerly west line of said Lot 2 and the southerly east line of said Lot 1, to a 1/2" capped rebar (G&A) set;

THENCE N 89°41'20" E, 48.46 feet, to a 1/2" capped rebar (G&A) set at the point of curvature of a curve to the right;

THENCE Southeasterly, with the arc of said curve having a radius of 53.50 feet, a central angle of 143°39'23", whose chord bears S 18°28'58" E, 101.66 feet, an arc length of 134.14 feet, to a 1/2" capped rebar (G&A) set at a point of reverse curvature;

THENCE Southwesterly, with the arc of said curve having a radius of 290.80 feet, a central angle of 17°20'15", whose chord bears S 44°40'36" W, 87.66 feet, an arc length of 88.00 feet, to a 1/2" capped rebar (G&A) set at a point of compound curvature;

THENCE Southwesterly, with the arc of said curve having a radius of 504.45 feet, a central angle of 15°16'40", whose chord bears S 28°22'09" W, 134.11 feet, an arc length of 134.51 feet, to a 1/2" capped rebar (G&A) set;

THENCE S 89°41'20" W, 360.83 feet, to a 1/2" capped rebar (G&A) set;

THENCE N 00°18'40" W, 84.75 feet, to a 1/2" capped rebar (G&A) set;

THENCE S 89°41'20" W, 302.55 feet, to a 1/2" capped rebar (G&A) set in a curve to the left;

THENCE Southwesterly, with the arc of said curve having a radius of 38.00 feet, a central angle of 07°33'49", whose chord bears S 03°28'08" W, 5.01 feet, an arc length of 5.02 feet, to a 1/2" capped rebar (G&A) set;

THENCE S 00°18'40" E, 25.16 feet, to a 1/2" capped rebar (G&A) set at the point of curvature of a curve to the right;

Page 14 of 16

THENCE Southwesterly, with the arc of said curve having a radius of 38.00 feet, a central angle of 66°01'41", whose chord bears S 32°42'11" W, 41.41 feet, an arc length of 43.79 feet, to a 1/2" capped rebar (G&A) set at a point of reverse curvature;

THENCE Southwesterly, with the arc of said curve having a radius of 38.00 feet, a central angle of 59°52'09", whose chord bears S 35°46'57" W, 37.92 feet, an arc length of 39.71 feet, to a 1/2" capped rebar (G&A) set;

THENCE S 89°41'20" W, 209.97 feet, to a 1/2" capped rebar (G&A) set in the west line of said Lot 2 and the east right-of-way line of F. M. Highway 2499-Long Prairie Road, said rebar being the point of curvature of a curve to the left;

THENCE Northeasterly, with the arc of said curve having a radius of 225.00 feet, a central angle of 05°28'14", whose chord bears N 02°16'07" E, 21.48 feet, an arc length of 21.48 feet, to a 1/2" capped rebar (G&A) set

THENCE N 00°28'00" W, 216.41 feet, to the POINT OF BEGINNING and containing approximately 2.952 acres of land.

Tract II – 0.627 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299, Town of Flower mound, Denton County, Texas, being part of Lot 2, The River Walk at Central Park, an addition to the Town of Flower mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar (G & A) set on a westerly north line of said Lot 2, being on the most easterly south line of Lot 1 thereof, being S 89°41'20" W, 138.46 feet, from a 1/2" capped rebar (G & A) found at the easterly southeast corner thereof;

THENCE S 00°18'40" E, 115.97 feet, to a 1/2" capped rebar (G & A) set;

THENCE S 89°41'20" W, 235.54 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 00°18'40" W, 115.97 feet, to a 1/2" capped rebar (G & A) set on said westerly north line of said Lot 2 and the most easterly south line of said Lot 1;

THENCE N 89°41'20" E, 235.54 feet, along said line, to the POINT OF BEGINNING and containing approximately 0.627 acres of land.

Tract III – 0.624 Acres

Being all that certain lot, tract or parcel of land situated in the Carlos Chacon Survey, Abstract Number 299, Town of Flower mound, Denton County, Texas, being part of Lot 2, The River Walk at Central Park, an addition to the Town of Flower mound according to the plat thereof recorded in Cabinet Y, Pages 700-703 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set, being S 89°41'20" W, 136.46 feet, and S 00°18'40" E, 115.97 feet, from a 1/2" capped rebar found at an inner ell corner of said Lot 2, being the most easterly southeast corner of Lot 1, The River Walk at Central Park;

THENCE S 00°18'40" E, 115.37 feet, to a 1/2" capped rebar (G & A) set;

THENCE S 89°41'20" W, 235.54 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 00°18'40" W, 115.37 feet, to a 1/2" capped rebar (G & A) set;

THENCE N 89°41'20" E, 235.54 feet, to the POINT OF BEGINNING and containing approximately 0.624 acres of land.

I:\8500s\8571\04 P&Z\CCRs\Second Amendment to CCRs (WGB 090909 CLEAN).doc