

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



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Instrument Number: 2008-102189

As

Recorded On: September 17, 2008

Misc General Fee Doc

Parties: FLOWER MOUND CBD LTD

Billable Pages: 25

To

Number of Pages: 25

Comment:

( Parties listed above are for Clerks reference only )

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

Misc General Fee Doc	107.00
<b>Total Recording:</b>	<b>107.00</b>

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
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DALLAS TX 75201

User / Station: K Dean - 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.

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

**BY-LAWS**  
**OF**  
**RIVER WALK ASSOCIATION, INC.**

**ARTICLE I**  
**DEFINITIONS**

***"Project"*** means all of that certain real property in Flower Mound, Texas (Denton County), commonly known as The River Walk at Central Park and being more particularly described on Exhibit A attached hereto and incorporated herein by reference, and any additions thereto made as provided in the Declaration.

***"Declaration"*** shall mean the Declaration of Covenants, Conditions and Restrictions for The River Walk at Central Park, applicable to the Project and filed as Documents No. ~~2008-12168~~ in the Office of the County Clerk of Denton County, Texas, including any amendments to the Declaration as may be made from time to time in accordance with the terms of the Declaration.

***"Development Period"*** means the period between the date of the Declaration and the earlier of (i) one hundred twenty (120) days after the date, on which Declarant and all affiliates of Declarant will have sold and conveyed to unrelated third parties, in the aggregate, ninety-five percent (95%) or more of the Property within the Project (exclusive of easements, Streets or Common Areas), (ii) the year 2038 or (iii) the effective date of a writing executed by Declarant, and recorded in the County Records, and terminating the Development Period, which effective date shall be not less than thirty (30) days after the date of such recordation. For purposes of this definition, any person or entity owned or controlled by Declarant, by any constituent partner of Declarant or by any person or entity owning or controlling any constituent partner of Declarant shall be considered an affiliate of Declarant.

Other terms used in these Bylaws shall have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

**ARTICLE II**  
**APPLICABILITY OF BYLAWS**

2.01 **Association**. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as River Walk Association, Inc., referred to as the Association.

2.02 **Project Applicability**. The provisions of these Bylaws are applicable to the Project as defined above.

2.03 **Personal Application**. All present or future Owners, present or future tenants, their employees or other persons that enter onto or use, occupy or enjoy any part of Project in any manner are subject to these Bylaws. The acquisition or rental of any Parcel in the Project, or the act of occupancy of any Parcel, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant or occupant.

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### **ARTICLE III**

#### **OFFICES**

3.01 Principal Office. The principal office and principal place of business of the Association shall be 800 Parker Square, Suite 260, Flower Mound, Texas 75028, or such other place as the Board may from time to time determine.

3.02 Registered Office and Registered Agent. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Law. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board.

### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

4.01 Declaration and Membership and Voting Rights. The Association shall have two (2) classes of membership, Class A and Class B. The manner of the election or appointment of the members of each class and the qualifications and rights of the members of each class are set forth in the Declaration, the terms of which pertaining to said classes, election or appointment of members and qualifications and rights are incorporated herein by reference. Article II of the Declaration shall govern membership in the Association, voting rights, quorum and notice requirements. Voting rights shall be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration.

4.02 Proof of Membership. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Parcel in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy. It shall be the responsibility of the Sub-association representing a multi-owner regime in the Project to determine satisfactory proof that a person claiming membership through ownership of property subject to such multi-owner regime is qualified as a Member, and the Board shall be entitled to rely on the Sub-association's determination without the necessity of inquiry or investigation and without liability to any person.

4.03 No Additional Qualifications. The sole qualification for membership shall be the ownership of a Parcel in the Project. No initiation fees, costs or dues shall be assessed against any person as a condition of membership except such assessments, levies and charges as are specifically authorized under the Declaration.

4.04 Certificates of Membership. The Board may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board; provided, however, it shall be the responsibility of the Sub-association representing a multi-owner regime in the Project to issue certificates evidencing membership in that sub-association and, correspondingly, in the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

4.05 Voting in Person or by Proxies. Subject to the terms of the Declaration regarding Sub-association Representatives, at all meetings of Members, each Member may vote in person or by proxy. All

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proxies of Members and of Sub-association Representatives shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or in accordance with the terms of the proxy, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

#### **ARTICLE V** **MEETINGS OF MEMBERS**

5.01 Annual Meetings. Annual meetings of the Members of the Association shall be held in September of each calendar year, beginning in year, 2009, on the day and time designated by the Board and stated in the notice of the meeting.

5.02 Special Meetings. Special meetings of the Members may be called by the President, the Board or by Members representing not less than ten percent (10%) of the total votes of Members in Good Standing as of the date of the notice of the meeting, by written notice delivered to the Secretary of the Association. Only the business, for which the special meeting is called as set forth in the notice of the meeting delivered to the Secretary, may be conducted at a special meeting.

5.03 Place. Meetings of the Members shall be held at a meeting place at a location in Dallas, Denton or Tarrant County, Texas, as designated by the Board and stated in the notice of the meeting.

5.04 Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association, by mailing or personally delivering (or with the consent of a Member or Sub-association Representative by electronically transmitting to such person) a copy of such notice at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting, except for Members represented by Sub-associations, in regard to which a copy of such notice will be given to the Sub-association Representative in accordance with this Section. The notice must be addressed to the Member's address or to the address of the Sub-association Representative, as the case may be, last appearing on the books of the Association. A Member or Sub-association Representative may change its address for purposes of notice by written instructions delivered to the Secretary of the Association, and such notice of change of address shall be effective thirty (30) days after receipt by the Secretary. Any notice of a special meeting shall also state the business to be undertaken at the special meeting. It shall be the responsibility of the Sub-association representing a condominium, townhome or other multi-owner regime in the Project to notify the Members that it represents of all meetings, and neither the Association, the Board nor any of the officers shall have any liability to any Member if such Sub-association fails so to act.

If a Member or Sub-association Representative consents to notice by electronic transmission, such person shall specify the form of electronic transmission to be used to communicate notice. The Member or Sub-association Representative may revoke this consent by written notice to the Secretary of the Association, such consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Secretary of the Association, or another person responsible for delivering notice on behalf of the Association, knows that delivery of these two (2) electronic transmissions was unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice is deemed given by electronic transmission when the notice is: (1) transmitted to a facsimile number provided by the Member or Sub-association Representative for the purpose of receiving notice; (2) transmitted to an electronic mail address provided by the Member or Sub-association Representative for the purpose of receiving notice; (3) posted on an electronic network and a message is sent to the Member or Sub-association Representative at the address provided by such person for the purpose of alerting the person of

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a posting; or (4) communicated to the Member or Sub-association Representative by any other form of electronic transmission consented to by such person. An affidavit of the Secretary of the Association or other agent of the Association that notice has been given by electronic transmission is, in the absence of fraud, prima facie evidence that the notice was given.

5.05 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (i) Roll call and determination of a quorum;
- (ii) Proof of notice of meetings or waiver of notice;
- (iii) Presentation and approval of minutes of preceding meeting;
- (iv) Reports of officers;
- (v) Reports of committees;
- (vi) Election of directors, as applicable;
- (vii) Unfinished business; and
- (viii) New business, subject to the limitation on business to conducted at a special meeting.

5.06 Action Without Meeting. Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by requisite number or voting power of the Members and filed with the Secretary of the Association.

5.07 Telephone Meetings. Members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where a person's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.08 Participation by means of Remote Communication. If authorized by the Board, and subject to any guidelines and procedures adopted by the Board, Members not physically present at a meeting of Members, by means of remote electronic communications system, including videoconferencing technology or the Internet: (a) may participate in a meeting of Members; and (b) may be considered present in person and may vote (subject to the terms of these Bylaws and the Declaration regarding Members represented by Sub-associations) at a meeting of Members held at a designated place or held solely by means of remote electronic communications system, including videoconferencing or the Internet; provided that (i) each Member entitled to participate in the meeting consents to the meeting being held by means of that system, and (ii) the system provides access to the meeting in a manner or using a method, by which each Member participating in the meeting can communicate concurrently with each other participant. If the Board authorizes such participation by means of remote communication, the Association shall implement reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of a remote electronic communications system is a Member. If the Board authorizes such participation by means of remote communication, the Secretary of the Association shall maintain a record of any Member vote or other action taken at the meeting by means of a remote electronic communications system.

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**5.09 Sub-association Representatives and Member Meetings.** For purposes of Sections 5.06, 5.07 and 5.08 of these Bylaws, the term, "Member," shall mean and refer to the Sub-association Representative in regard to all Members represented by a Sub-association. The rights of the Members represented by a Sub-association to vote by and through their Sub-association Representative are further subject to the terms and conditions of Section 2.2(b) and Section 2.5(b) of the Declaration.

## **ARTICLE VI BOARD OF DIRECTORS**

**6.01 Number.** The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) members. The size and composition of the Board shall be determined in accordance with Section 4.1 of the Declaration.

**6.02 Term.** The initial Directors are those persons identified in the Certificate. The initial Directors shall hold office until their successors are elected and qualified. Directors shall hold office for a term of one (1) year and thereafter until their successors are elected and qualified.

**6.03 Removal.** Subject to the terms of Section 6.09 hereof, the Members of the Association may remove any Director elected by the Members with or without cause by a Majority Vote of the Members; provided, however, a Director appointed by Declarant may not be removed without the prior written consent of the Declarant.

**6.04 Vacancies.** If, at any time, a vacancy occurs on the Board caused by the death, resignation or removal of a Director, the remaining Directors shall elect his successor (subject to the terms of Section 6.09 hereof), and the successor shall serve for the unexpired term of his predecessor. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

**6.05 Compensation.** With the prior approval of a Majority Vote of the Members or of Declarant during the Development Period, a Director may receive a reasonable stipend for his expenses incurred in attending and participating in meetings of the Board or its committees. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

**6.06 Powers and Duties.** The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Certificate, the Declaration and these Bylaws. Without limitation of the foregoing, the Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Certificate or these Bylaws directed to be done and exercised exclusively by the Members

**6.07 Nomination and Election of Directors.**

A. **Nomination.** Subject to the terms of Section 6.09 hereof, nomination for election to the Board shall be made from the floor at the annual meeting of the Members. Only Declarant, an affiliate of Declarant, a constituent partner of Declarant, a Member, or any officer, director, member, partner, shareholder, legal representative, agent, employee or attorney of any such person or entity, or a member of the initial Board of Directors may be nominated and elected or appointed to the Board.

B. Election; Prohibition of Cumulative Voting. Subject to the terms of Section 6.09 hereof, Directors shall be elected at the annual meeting of the Members by a Majority Vote of the Members. Cumulative voting is prohibited.

6.08 Standard of Care. The Directors shall act in all instances on behalf of the Association if in the good faith judgment of the Board the action is reasonable. No Director of the Association is liable as a fiduciary of the Owners for his acts or omissions. The liability of the Directors is further defined and limited, and the obligation of the Association to indemnify and hold harmless the Directors is set forth, in the Declaration.

6.09 Special Provisions Applicable during the Development Period.

A. Special Provisions relating to Directors and Officers. During the Development Period, Declarant shall be entitled to direct the members of the Board to (i) designate, specifically, one or more persons to serve as officers of the Association in the offices selected by Declarant and (ii) to remove any officers, with or without cause; and Declarant shall be entitled to direct the members of the Board to designate, specifically, their successors. Declarant may voluntarily surrender the right to appoint and remove members of the Board and officers by written instrument, but in that event Declarant may require, for the duration of the period that Declarant would otherwise control, that specified actions of the Board or the Association require the prior written approval of Declarant before such actions become effective or binding on Declarant, the Association or the Project.

B. Special Provisions regarding Consent. Notwithstanding anything to the contrary contained herein, during the Development Period, Declarant shall have a veto power over all actions of the Board and the DRB, as is more fully provided in this Section. This veto power shall be exercisable only by Declarant and by Declarant's successors and assigns who specifically take this power in a recorded instrument. The veto shall be as follows. No action authorized by the Board, any committee or the DRB shall become effective, nor shall any action, policy or program be implemented until and unless:

- (i) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board, the committee or the DRB by mailing or personally delivering a copy of such notice to Declarant, addressed to Declarant's address last appearing on the books of the Association; and
- (ii) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, the committee or the DRB. Declarant and its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the Board, the committee or the DRB, as the case may be. Declarant shall have and is hereby granted a veto power over any such action, policy or program authorized by the Board, any committee or the DRB and to be taken by the Board, such committee or the DRB or any Member of the Association if approval by the Board, the committee or the DRB is necessary or prerequisite for such action. This veto may be exercised by Declarant, its representatives or agents at any time within ten (10) days after the later of (a) receipt of the notice described in clause (i) of this subsection (B) or (ii) the date of the subject meeting. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board, any committee or the DRB.

C. Class B Membership. Declarant's rights set out in this Section 6.09 are a part of and arise out of Declarant's Class B membership in the Association.

6.10 Amendment. This Article VI may not be amended without the prior written consent of the Class B Member for so long as the Class B membership exists as set out in the Declaration.

## **ARTICLE VII** **OFFICERS**

7.01 Enumeration of Officers. The officers of this Association shall be a President, a Secretary, and a Treasurer and may include one or more Vice-Presidents, Assistant Secretaries or Assistant Treasurers.

7.02 Term. Subject to the terms of Section 6.09 hereof, the officers of this Association shall be elected annually by the Board, and each shall hold office until his successor is elected, unless the officer shall sooner resign, be removed or be otherwise disqualified to serve.

7.03 Resignation; Removal. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Subject to the terms of Section 6.09 hereof, any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

7.04 Multiple Offices. Any two or more offices, other than President and Secretary, may be held by the same person.

7.05 Compensation. Officers may receive a reasonable stipend for their expenses incurred in performing their services to the Association as determined by the Board.

7.06 Duties, Obligations and Authority of the Officers.

A. President. The President shall perform the following duties:

- (i) Preside over all meetings of the Members and of the Board;
- (ii) Sign as President all contracts and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another officer;
- (iii) Call meetings of the Board whenever he or she deems it necessary;
- (iv) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board; and
- (v) Prepare, execute, certify and have recorded all amendments or supplements to the Declaration pursuant to the terms thereof, except in those circumstances when Declarant is entitled or authorized to prepare, execute and have recorded amendments or supplements to the Declaration.

B. Vice-President. The Vice-President shall perform the following duties:

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- (i) Act in the place and in the stead of the President in the event of the President's absence, inability or refusal to act; and
  - (ii) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.
- C. Secretary. The Secretary shall perform the following duties:
- (i) Keep a record of all meetings and proceedings of the Board and of the Members;
  - (ii) Keep the seal of the Association, if any, and affix it on all papers requiring the seal;
  - (iii) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws;
  - (iv) Keep appropriate current records showing the Members of the Association together with their addresses; and
  - (v) Sign as Secretary all contracts and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another officer to sign in the place and stead of the Secretary by duly adopted resolution.
- D. Treasurer. The Treasurer shall perform the following duties:
- (i) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association;
  - (ii) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets;
  - (iii) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures; and
  - (iv) Prepare and distribute the financial statements for the Association as required by the Declaration.

7.07 Standard of Care. No officer of the Association is liable as a fiduciary of the Association or the Owners for his acts or omissions. The liability of the officers is further defined and limited, and the obligation of the Association to indemnify and hold harmless the officers is set forth, in the Declaration.

#### **ARTICLE VIII** **MEETINGS OF DIRECTORS**

8.01 Regular Meetings. Regular meetings of the Board shall be held quarterly at a place within the Project or at a meeting place at a location in Dallas, Denton or Tarrant County, Texas, and at a time as may be

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fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted in a prominent place at the Association's principal office.

8.02 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either sent by mail or delivered personally (or with the consent of a Director by electronic transmission) to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place at the Association's principal office not less than three (3) days prior to the date of the meeting.

If a Director consents to notice by electronic transmission, the Director shall specify the form of electronic transmission to be used to communicate notice. The Director may revoke this consent by written notice to the Secretary of the Association. The Director's consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices and the Secretary of the Association, or other person responsible for delivering the notice on behalf of the Association, knows that the delivery of these two (2) electronic transmissions was unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of the Director's consent does not invalidate a meeting or other action. An affidavit of the Secretary or other agent of the Association that notice has been given by electronic transmission is, in the absence of fraud, prima facie evidence that the notice was given. Notice under this section is deemed given when the notice is: (1) transmitted to a facsimile number provided by the Director for the purpose of receiving notice; (2) transmitted to an electronic mail address provided by the Director for the purpose of receiving notice; (3) posted on an electronic network and a message is sent to the Director at the address provided by the Director for the purpose of alerting the Director of a posting; or (4) communicated to the Director by any other form of electronic transmission consented to by the Director.

8.03 Quorum. A quorum for the transaction of business by the Board shall be a majority of the number of Directors constituting the Board.

8.04 Voting Requirement. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board unless any provision of any of the Certificate, these Bylaws or the Declaration requires the vote of a greater number.

8.05 Open Meetings. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

8.06 Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

8.07 Action Without Meeting; Telephone Meetings. Any action required or permitted to be taken at a meeting of the Board or members of a committee designated by the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by a majority of the Directors or members of the committee, or by such other number of Directors or committee members as is required hereunder to

authorize such action, as the case may be. Such consent shall have the same force and effect as a vote at a meeting. Subject to applicable notice provisions, the Directors, or members of any committee designated by the Board, may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where a person's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8.08 Participation by means of Remote Communication. If authorized by the Board, and subject to any guidelines and procedures adopted by the Board, Directors not physically present at a meeting of the Board, by means of remote electronic communications system, including videoconferencing technology or the Internet: (a) may participate in a meeting of the Board; and (b) may be considered present in person and may vote at a meeting of the Board held at a designated place or held solely by means of remote electronic communications system, including videoconferencing or the Internet; provided that (i) each Director consents to the meeting being held by means of that system, and (ii) the system provides access to the meeting in a manner or using a method, by which each Director participating in the meeting can communicate concurrently with each other participant.

8.09 Chairman of the Board. The Board may elect a Chairman of the Board to preside at their meetings and perform such other duties as the Board may from time to time assign to him.

8.10 Executive Committee. The Board may, by resolution adopted by a majority of the whole Board, designate an Executive Committee, to consist of two or more of the Directors of the Association, one of whom shall be the President of the Association. The Executive Committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board in the management of the business and affairs of the Association, except where action of the full Board is required by statute or by the Certificate, and shall have power to authorize the seal of the Association to be affixed to all papers which may require it. Any member of the Executive Committee may be removed by the Board by the affirmative vote of a majority of the Board, whenever in its judgment the best interests of the Association will be served thereby. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

8.11 Other Committees. The Board may, by resolution adopted by a majority of the whole Board, designate from among its members one or more committees, other than an Executive Committee, to the extent provided in such resolution. The DRB is not, and shall not be deemed, an Executive Committee or other committee of the Board.

## **ARTICLE IX**

### **BOOKS AND RECORDS**

9.1 Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors and committees shall be kept at the Association's principal office. A record containing the names and addresses of all Members shall be kept at the Association's registered office or principal office in the State of Texas. Any Member, officer or Director may inspect and copy, at such person's expense, these records for any proper purpose during regular business hours.

## **ARTICLE X**

### **GENERAL PROVISIONS**

10.1 Amendment of Bylaws. These Bylaws may be amended at any meeting of the Board at which a quorum is present or represented, by the affirmative vote of a majority of the Directors present at such meeting, except to the extent that the power to amend these Bylaws is reserved exclusively to the Members by statute, and except that any amendment to Section 6.09 hereof shall required the prior written consent of Declarant.

10.2 Determination of Members. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose (other than determining Members entitled to consent to action by Members proposed to be taken without a meeting of Members), the Board may provide that the Association's records shall be closed for a stated period but not to exceed, in any case, fifty (50) days. If the Association's records shall be closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, such records shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the Association's records, the Board may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than fifty (50) days, and, in the case of a meeting of Members, not less than ten (10) days, prior to the date on which the particular action requiring such determination of Members is to be taken. If the Association's records are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is given shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, except where the determination has been made through the closing of the Association's records and the stated period of closing has expired.

10.3 Fixing a Record Date. Unless a record date shall have previously been fixed or determined pursuant to Section 10.2, whenever action by Members is proposed to be taken by consent in writing without a meeting of Members, the Board may fix a record date for the purpose of determining Members entitled to consent to that action, which record date shall not precede, and shall not be more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board and the prior action of the Board is not required by statute, the record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Secretary of the Association by delivery to the Association's principal office. If no record date shall have been fixed by the Board and prior action of the Board is required by statute, the record date for determining Members entitled to consent to action in writing without a meeting shall be at the close of business on the date on which the Board adopts the resolution taking such prior action.

10.4 Preparation and Inspection of List of Voting Members. Subject to the terms of the Declaration pertaining to Sub-associations, after setting a record date for the notice of a meeting, the Board shall cause an alphabetical list of the names of all the voting Members to be prepared, which list must identify:

- (i) the Members who are entitled to notice and the Members who are not entitled to notice of the meeting;
- (ii) the address of each voting Member; and
- (iii) the number of votes each voting Member is entitled to cast at the meeting.

Not later than the second (2<sup>nd</sup>) business day after the date notice is given of a meeting for which a list was prepared in accordance with this Section, and continuing through the meeting, the list of voting Members shall be available at the Association's principal office or at a reasonable place in the municipality in which the



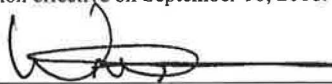
meeting will be held, as identified in the notice of the meeting, for inspection by Members entitled to vote at the meeting for purpose of communication with other members concerning the meeting.

10.5 Table of Contents; Headings. The Table of Contents and headings used in these Bylaws have been inserted for convenience only and do not constitute matters to be construed in interpretation.

10.6 Waiver. Whenever any notice is required to be given to any Member or Director by statute, the Certificate or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice. Attendance of a Member or Director at a meeting shall constitute a waiver of notice of such meeting, except where a Member or Director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Consent in writing by a Member or Director to any action taken or resolution adopted by the Members or Directors of the Association shall constitute a waiver of any and all notices required to be given in connection with such action or resolution.

**CERTIFICATE BY SECRETARY**

The undersigned, being the Secretary of the Association, hereby certifies that the foregoing code of Bylaws was duly adopted by the Board of said Association effective on September 16, 2008.



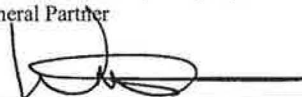
William P. Resch, Secretary

JOINED HEREIN BY DECLARANT FOR PURPOSES OF SECTION 10.1:

**FLOWER MOUND CBD, LTD.,**

a Texas limited partnership

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



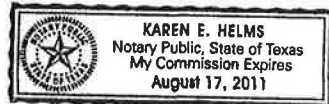
By: William P. Resch, Senior Vice President


ACKNOWLEDGMENTS

STATE OF TEXAS )

COUNTY OF <sup>Dallas</sup> ~~DENTON~~ )

This instrument was acknowledged before me on September 16, 2008 by William P. Resch, the Secretary of River Walk Association, Inc., a Texas non-profit corporation.

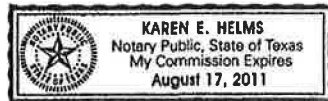


  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF <sup>Dallas</sup> ~~DENTON~~ )

This instrument was acknowledged before me on September 16 2008 by William P. Resch, the Senior Vice President 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



  
\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"  
LEGAL DESCRIPTION  
158.608 ACRES

Tract 1

134.329 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, and 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, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found on the south line of said 80 acre tract and the north line of said 252.86 acre tract described as Part Two, being the southwest corner of said 28.061 acre tract, and being the southeast corner of that certain called 6.314 acre tract of land described in deed to Prairie Road Partners, Ltd. Recorded in Document Number 2005-123316 of the Real Property Records of Denton County, Texas, and being an inner ell corner in the west line of said 229.56 acre tract;

THENCE N 00°47'30" W, 350.04 feet along the west line of said 28.061 acre tract and the northerly west line of said 229.56 acre tract and the east line of said 6.314 acre tract to a 1/2" rebar found at the northeast corner thereof, and being the southeast corner of that certain called 2.631 acre tract of land described as Tract III in deed to Hawks Ramsey LLC recorded in Document Number 2006-35586 of the Real Property Records of Denton County, Texas, from which a 1/2" capped rebar found stamped D. L. Neagle #5289 bears S 26°48' W, 5.6 feet;

THENCE N 00°49'50" W, 487.07 feet continuing along the west line of said 28.061 acre tract and the northerly west line of said 229.56 acre tract and the east line of said 2.631 acre tract to a 1/2" G&A capped rebar set at the most northerly northwest corner of said 229.56 acre tract, and being the southwest corner of that certain called 13.948 acre tract of land described in deed to the Town of Flower Mound recorded in Volume 723, Page 858 of the Deed Records of Denton County, Texas, from which a 1/2" capped rebar found stamped Arthur Surveying at the northwest corner of said 28.061 acre tract and the northwest corner of said 13.948 acre tract and the southwest corner of Tract 1 of Timber Creek Trail Subdivision, an addition to the Town of Flower Mound, Denton County,

Texas, according to the plat thereof recorded in Volume 3, Page 58 of the Plat Records of Denton County, Texas, bears N 00°49'50" W, 210.00 feet;

THENCE the common line between said 229.56 acre tract and said 13.948 acre tract the following:

N 89°30'00" E, 280.00 feet to a ½" G&A capped rebar set;

S 00°39'00" E, 400.00 feet to a ½" G&A capped rebar set;

N 89°30'00" E, 170.00 feet to a ½" G&A capped rebar set;

S 00°39'00" E, 230.00 feet to a ½" G&A capped rebar set;

N 89°30'00" E, 460.00 feet to a ½" G&A capped rebar set;

N 00°39'00" W, 230.00 feet to a ½" G&A capped rebar set;

N 89°30'00" E, passing the southwest corner of that certain called 0.414 acre tract of land described in deed to the Town of Flower Mound, Texas, recorded in Volume 2035, Page 791 of the Real Property Records of Denton County, Texas, a distance of 495.26 feet to an "X" set in concrete rip-rap at the northwest corner of that certain called 5.598 acre tract of land described in deed to the Town of Flower Mound, Texas, recorded in Volume 2091, Page 418 of the Real Property Records of Denton County, Texas, and being on the west line of Morriss Road, a public roadway having a variable width right-of-way north of this point and a called 110 foot right-of-way south of this point;

THENCE S 00°14'40" E, 2755.57 feet along the west line of said 5.598 acre tract and the west line of Morriss Road to ½" G&A capped rebar found on the north line of Buckeye Drive, a public roadway having a variable width right-of-way, as shown on the Record Plat of The Forums Phase III, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet O, Page 19 of the Plat Records of Denton County, Texas;

THENCE along the north line of Buckeye Drive the following:

S 44°58'45" W, 21.24 feet to a ½" G&A capped rebar found;

S 89°30'10" W, 65.00 feet to a ½" G&A capped rebar found;

S 82°17'25" W, 112.84 feet to a ½" G&A capped rebar found at the beginning of a curve to the left;

THENCE along the arc of said curve having a radius of 530.00 feet, a central angle of 19°23'37", whose chord bears S 72°35'37" W, 178.54 feet, an arc length of 179.40 feet to

a ½" G&A capped rebar found on the west line of Olympia Drive, a public roadway having a right-of-way of 60 feet;

THENCE S 00°17'15" E, 490.97 feet along the west line of Olympia Drive to a ½" rebar found at the northeast corner of Lot 1, Block A of The Forums Phase III;

THENCE S 89°42'45" W, 233.98 feet along the north line of said Lot 1 to a ½" rebar found at an angle point;

THENCE N 83°05'40" W, along the north line of said Lot 1, passing at 10 feet the northwest corner thereof and the northeast corner of Forums Drive, a public roadway having a right-of-way of 60 feet at this point, continuing along the north line of Forums Drive a total distance of 70.00 feet to a ½" rebar found at the northwest corner of Forums Drive;

THENCE in a southwesterly direction along the west line of Forums Drive with the arc of a curve to the right having a radius of 520.00 feet, a central angle of 11°39'42", whose chord bears S 12°44'11" W, 105.66 feet, an arc length of 105.84 feet to a ½" rebar found at a point of compound curvature;

THENCE in a southwesterly direction along the west line of Forums Drive with the arc of a curve to the right having a radius of 400.00 feet, a central angle of 23°33'43", whose chord bears S 30°28'28" W, 163.34 feet, an arc length of 164.49 feet to a ½" rebar found at a point of tangency;

THENCE S 42°15'20" W, 182.38 feet along the west line of Forums Drive to a ½" rebar found at a point of curvature of a curve to the left, being the southwesterly corner of Forums Drive as shown on the aforementioned plat of The Forums Phase III and being the northwesterly corner of Forums Drive, having a right-of-way of 80 feet at this point, as shown on the revised final plat of The Forums Residential, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet F, Page 136 of the Plat Records of Denton County, Texas;

THENCE along the west line of Forums Drive with the arc of said curve to the left having a radius of 690.00 feet, a central angle of 05°00'26", whose chord bears S 39°45'08" W, 60.28 feet, an arc length of 60.30 feet to a ½" rebar found on the north line of Euclid Avenue, a public roadway having a right-of-way of 60 feet, at its intersection with the west line of Forums Drive;

THENCE N 57°47'20" W, 29.46 feet along the north line of Euclid Avenue to a ½" rebar found at point of curvature of a curve to the left;

THENCE along the north line of Euclid Avenue with the arc of said curve to the left having a radius of 1030.00 feet, a central angle of 12°36'55", whose chord bears N 64°06'30" W, 226.33 feet, an arc length of 226.78 feet to a ½" rebar found at the southeast corner of Lot 40, Block 1 of The Forums Residential;

THENCE N 05°10'05" E, 279.16 feet along the east line of Lots 40, 39, 38 and 37, Block 1 of The Forums Residential to a point on a non-tangent curve to the left (this point falls in a pond);

THENCE continuing along the east line of Lots 37, 36, 35, 34, 33, 32, 31 and 30, Block 1 with the arc of said non-tangent curve having a radius of 1180.00 feet, a central angle of 23°11'00", whose chord bears N 66°39'36" W, 474.21 feet, an arc length of 477.46 to the end of said non-tangent curve (this point falls in a pond);

THENCE N 23°32'15" W, 162.40 feet continuing along the east line of Lots 30, 29 and 28, Block 1 to a ½" rebar found at the northeast corner Lot 28, Block 1, and being on the south line of Lot 27, Block 1;

THENCE N 62°37'50" E, 132.45 feet along the south line of said Lot 27, Block 1 to a ½" rebar found at the southeast corner thereof;

THENCE N 61°46'50" W, 191.93 feet along the east line of Lot 27, Block 1 to a ½" rebar found at a point of curvature of a curve to the right;

THENCE continuing along the east line of said Lots 27, 26, 25, 24, 23 and 22, Block 1 with the arc of said curve to the right having a radius of 600.00 feet, a central angle of 42°30'10", whose chord bears N 40°31'58" W, 434.95 feet, an arc length of 445.09 feet to a ½" rebar found at a point of tangency;

THENCE N 19°16'40" W, 94.67 feet continuing along the east line of said Lot 22, Block 1 to a ½" rebar found at the northeast corner thereof;

THENCE S 89°29'00" W, 516.90 feet along the north line of Lots 22, 21, 20, 19 and 18, Block 1, passing the northwest corner of said Lot 18 and the northeast corner of a 150 foot right-of-way dedication shown on the plat of The Forums Residential, continuing along the north line thereof to a Texas Department of Transportation aluminum disc found (TXDOT monument found) on the east line of F.M. 2499 (Long Prairie Road), a public roadway having a variable width right-of-way, and being the southeast corner of that certain called 4.0797 acre tract of land described in deed to the Town of Flower Mound, Texas, recorded in Document Number 96-53454 of the Real Property Records of Denton County, Texas;

THENCE along the east line of said F. M. 2499 and the east line of said 4.0797 acre tract the following:

N 00°05'00" E, 337.78 feet to a TXDOT monument found;

N 85°00'00" E, 4.80 feet to a TXDOT monument found;

N 00°29'00" W, 599.59 feet to a TXDOT monument found;

N 73°20'00" W, 4.00 feet to a TXDOT monument found;

N 00°31'50" W, 761.60 feet to a TXDOT monument found at the northeast corner of said 4.0797 acre tract, and being the southeast corner of that certain called 0.7604 acre tract of land described in deed to the Town of Flower Mound, Texas, recorded in Document Number 96-013605 of the Real Property Records of Denton County, Texas, and being the southwest corner of the aforementioned 6.314 acre tract described in deed to Prairie Road Partners, Ltd., and being on the south line of the aforementioned 80 acre tract and being on the north line of the aforementioned 252.86 acre tract and being on the most westerly north line of the aforementioned 229.56 acre tract;

THENCE N 88°04'50" E, 780.15 feet along the south line of said 6.314 acre tract and the south line of said 80 acre tract and the north line of said 252.86 acre tract and the westerly north line of said 229.56 acre tract to the POINT OF BEGINNING and containing approximately 134.329 acres of land.

Tract II

4.860 Acres

Being all that certain lot, tract or parcel of land situated in the J. T. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, being part of that certain called 252.86 acre tract of land 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 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, and being more particularly described as follows:

BEGINNING at a ½" capped rebar found stamped DC&A at the southeast corner of Lot 1, Block A, Primrose School at The Forums, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet P, Page 258 of the Plat Records of Denton County, Texas, and being on the west right-of-way line of Morriss Road, having a called 110 foot right-of-way at this point, according to deed to the Town of Flower Mound recorded in Volume 2091, Page 418 of the Real Property Records of Denton County, Texas;

THENCE S 00°06'30" E, 703.50 feet, along the west right-of-way line of Morriss Road, to an "X" in concrete found at the northeast corner of Lot 1, Block A, Kids R Kids Addition, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet M, Page 47 of the Plat Records of Denton County, Texas;



THENCE S 89°45'15" W, 299.93 feet, along the north line of said Kids R Kids Addition, to a ½" capped rebar found stamped Arthur Surveying at the northwest corner thereof, being on the east right-of-way line of Olympia Drive;

THENCE N 00°17'15" W, 703.12 feet, along the east line of Olympia Drive, to a ½" capped rebar found stamped DC&A at the southwest corner of said Lot 1, Block A, Primrose School at The Forums;

THENCE N 89°41'00" E, 302.13 feet, along the south line of said Lot 1, Block A, Primrose School at The Forums, to the POINT OF BEGINNING and containing approximately 4.860 acres of land.

Tract III

2.095 Acres

Being all that certain lot, tract or parcel of land situated in the J. T. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, being part of that certain called 252.86 acre tract of land 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 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, and being more particularly described as follows:

BEGINNING at a ½" rebar found at the southwest corner of Lot 1, Block A, Flower Mound Post Office Addition, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet L, Page 285 of the Plat Records of Denton County, Texas, and being on the north right-of-way line of Olympia Drive;

THENCE S 89°44'40" W, 291.16 feet, along the north right-of-way line of Olympia Drive, to a ½" rebar found on the east right-of-way line of Forums Drive, being in a curve to the right;

THENCE Northeasterly, along the east right-of-way line of Forums Drive and with the arc of said curve having a radius of 1160.00 feet, a central angle of 00°47'01", whose chord bears N 06°52'20" E, 15.86 feet, an arc length of 15.86 feet, to ½" rebar found at a point of compound curvature;

THENCE Northeasterly, continuing along the east right-of-way line of Forums Drive and with the arc of said curve having a radius of 610.00 feet, a central angle of 34°59'30", whose chord bears N 24°45'36" E, 366.78 feet, an arc length of 372.54 feet, to a ½" rebar found;

THENCE N 42°15'20" E, 86.55 feet, continuing along the east right-of-way line of Forums Drive, to a ½" rebar found at the point of curvature of a curve to the left;

THENCE Northeasterly, continuing along said right-of-way line and with the arc of said curve having a radius of 698.38 feet, a central angle of 06°17'17", whose chord bears N 39°06'42" E, 76.61 feet, an arc length of 76.65 feet, to ½" rebar found at the westerly southwest corner of Lot 1, Block A, The Forums, Phase III, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet O, Page 19 of the Plat Records of Denton County, Texas;

THENCE S 53°58'50" E, 33.52 feet, along the southwesterly line of said Lot 1, to a ½" rebar found at the most south southwest corner thereof and the northwest corner of Lot 1, Block A, Flower Mound Post Office Addition;

THENCE S 00°15'20" E, 451.31 feet, along the west line of same, to the POINT OF BEGINNING and containing approximately 2.095 acres of land.

Tract IV

17.324 ACRES

Being all that certain lot, tract or parcel of land situated in the J. T. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, being part of that certain called 252.86 acre tract of land 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 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, and being more particularly described as follows:

BEGINNING at the remnants of a concrete TXDOT monument found at the intersection of the north line of F.M. 1171 (Cross Timbers Road), a public road having a variable width right-of-way, with the common line between said 229.56 acre tract and that certain called 2.4241 acre tract of land described as Parcel II in deed to Unified Commercial Realty, Ltd., recorded in Volume 2819, Page 172 of the Real Property Records of Denton County, Texas, being the southeast corner of Lot 1, Block A, Timber Prairie Plaza Addition, an addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet V, Page 427 of the Plat Records of Denton County, Texas, said point being the northwest corner of that certain called 0.054 acre tract of land described in deed to the State of Texas, recorded in Volume 2989, Page 16 of the Real Property Records of Denton County, Texas, said point also being the northeast corner of that certain called 0.056 acre tract of land described in deed to the State of Texas, recorded in Volume 2999, Page 261 of the Real Property Records of Denton County, Texas;

THENCE N 00°04'50" E, 214.47 feet along said common line to a ½" G&A capped rebar set at the northeast corner of said 2.4241 acre tract, being the northeast corner of said Timber Prairie Plaza Addition;

THENCE N 79°40'25" W, continuing along said common line, passing at 344.0 feet a ½" capped rebar found stamped #4489 at the northwest corner of said Timber Prairie Plaza Addition, being the northeast corner of that certain called 1.1478 acre tract of land described in Exhibit A-1 in deed to Chevron Products Company, recorded in Volume 4148, Page 30 of the Real Property Records of Denton County, Texas, said tract being Lot 1, Block A, Chevron Addition to the Town of Flower Mound according to the plat thereof recorded in Cabinet R, Page 236 of the Plat Records of Denton County, Texas, continuing along the north line thereof a total distance of 547.69 feet to an "X" set in concrete at the westerly southwest corner of said 229.56 acre tract, said point being the southeast corner of the Twelfth Tract of the John G. Young Subdivision as shown on the plat thereof recorded in Volume 4, Page 1 of the Plat Records of Denton County, Texas;

THENCE N 00°31'40" W, 104.42 feet along west line of said 229.56 acre tract and the east line of said Twelfth Tract to a ½" G&A capped rebar found at the south corner of that certain called 0.3424 acre tract of land described in deed to the Town of Flower Mound, Texas, recorded in Clerk's File Number 96-R053456 of the Real Property Records of Denton County, Texas, being on the east right-of-way line of F.M. 2499;

THENCE N 19°45'30" E, 128.76 feet along the east line of said 0.3424 acre tract and the east right-of-way line of F.M. 2499, to a TXDOT monument found;

THENCE N 11°51'40" E, 106.95 feet continuing along the east line of said 0.3424 acre tract and the east right-of-way line of F.M. 2499, to a TXDOT monument found;

THENCE N 12°46'20" E, 85.56 feet along the east line of said 0.3424 acre tract and the east right-of-way line of F.M. 2499, to a TXDOT monument found at the northeast corner thereof, said point being on the south line of the Revised Final Plat of The Forums Residential, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet F, Page 136 of the Plat Records of Denton County, Texas, from which a TXDOT monument found bears S 74° W, 1.9 feet;

THENCE N 89°25'30" E, 63.10 feet along the south line of said Forums Residential to a ½" G&A capped rebar set;

THENCE N 44°25'30" E, 41.09 feet along the south line of said Forums Residential to a ½" G&A capped rebar set on the south line of Euclid Avenue, a public roadway having a right of way of 60 feet at this point;

THENCE N 89°25'30" E, 573.30 feet along the south line of said Forums Residential and the south line of said Euclid Avenue to a ½" rebar found at a point of curvature;

THENCE along the south line of said Forums Residential and the south line of said Euclid Avenue with the arc of a curve to the right having a central angle of 32°49'00", a radius of 970.00 feet and an arc length of 555.58 feet whose chord bears S 74°09'44" E, 548.02 feet to a ½" rebar found;

THENCE S 57°47'20" E, 26.80 feet along the south line of said Forums Residential and the south line of said Euclid Avenue to a ½" rebar found at the intersection of said south line with the west line of Forums Drive, a public roadway having a right-of-way of 80 feet at this point;

THENCE along the west line of said Forums Drive with the arc of a curve to the left having a central angle of 24°59'45" a radius of 690.00 feet and an arc length of 301.02 feet whose chord bears S 19°45'43" W, 298.64 feet to a ½" rebar found at the most southerly southwest corner of said Forums Residential, same being the northwest corner of Phase I of The Forums, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet F, Page 146 of the Plat Records of Denton County, Texas;

THENCE along the west line of said Forums Drive and the west line of said Phase I of The Forums with the arc of a curve to the left having a central angle of 07°31'31", a radius of 1240.00 feet and an arc length of 162.86 feet whose chord bears S 03°20'43" W, 162.74 feet to a ½" G&A capped rebar found;

THENCE S 00°17'00" E, 53.69 feet along the west line of said Forums Drive and the west line of said Phase I of The Forums to a ½" G&A capped rebar found;

THENCE along the west line of said Forums Drive and the west line of said Phase I of The Forums with the arc of a curve to the right having a central angle of 02°36'53", a radius of 1000.00 feet and an arc length of 45.63 feet whose chord bears S 01°01'26" W, 45.63 feet to a ½" G&A capped rebar found at the northeast corner of Lot 1, Block 5, The Forums, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet H, Page 38 of the Plat Records of Denton County, Texas;

THENCE N 77°22'40" W, 174.66 feet along the north line of said Lot 1, Block 5 to a ½" rebar found at the northwest corner thereof;

THENCE S 12°41'50" W, 122.08 feet along the west line of said Lot 1, Block 5 to a ½" capped rebar found stamped Pate 5647 at an angle point therein, from which a ⅜" rebar found bears S 72° W, 1.9 feet;

THENCE S 00°48'55" E, along the west line of said Lot 1, Block 5, passing at 67.4 feet the southwest corner thereof, continuing a total distance of 75.88 feet to a TXDOT monument found at the northeast corner of the aforementioned 0.054 acre tract of land to the State of Texas, said point being on the north line of said F.M. 1171;

THENCE N 77°22'40" W, 463.96 feet along the north line of said 0.054 acre tract and the north line of said F.M. 1171 to the POINT OF BEGINNING and containing approximately 17.324 acres of land.

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