

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**SECOND SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS
FOR
HILLTOP HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, as attorney for Hilltop Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Bylaws of Hilltop Homeowners' Association, Inc. (Exhibit A).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument. The attached dedicatory instrument replaces and supersedes all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Hilltop Homeowners' Association, Inc. has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be

filed with the office of the Dallas County Clerk, and serves to supplement that certain Certificate and Memorandum of Recording of Dedicatory Instruments recorded on June 17, 2015, as Instrument No. 201500157918 in the Official Public Records of Dallas County, Texas; and that certain First Certificate and Memorandum of Recording of Dedicatory Instruments recorded on October 24, 2017, as Instrument No. 201700301361 in the Official Public Records of Dallas County, Texas.

**HILLTOP HOMEOWNERS'
ASSOCIATION, INC.,
A Texas Non-Profit Corporation**

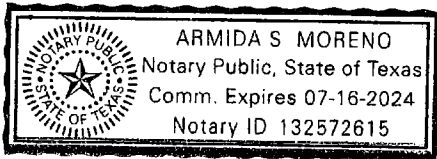


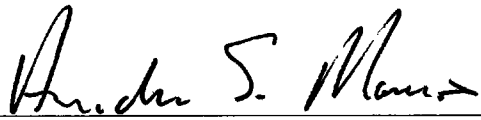
By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Hilltop Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 18th day of August, 2022.





Notary Public, State of Texas

Exhibit A

BYLAWS
OF
HILLTOP HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is HILLTOP HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 12160 Abrams Road, Suite 509, Dallas, TX 75243 but meetings of members and directors may be held at such places within the State of Texas, County of Dallas, as may be designated by the Board of Directors.

ARTICLE II

2.01 Association

Association shall mean and refer to Hilltop Homeowners' Association, Inc., a non-profit corporation formed under the laws of the State of Texas, its successors and assigns.

2.02 Properties

"Properties" shall mean and refer to that certain real property described in the subdivision plat for Hilltop Estates, an Addition to the City of Balch Springs, Dallas County, Texas.

2.03 Lot

"Lot" shall mean any numbered plat of land shown upon any recorded subdivision plat of the Properties.

2.04 Owner

"Owner" shall mean the record owner of fee simple title to any Lot situated upon the Properties (exclusive of the Common Area, as described in the Declaration hereinafter defined).

2.05 Declarant

"Declarant" shall mean and refer to Hilltop Redevelopment Associates, Ltd.

2.06 Declaration

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Hilltop Estates

applicable to the Properties recorded in the Office of the County Clerk of Dallas County, Texas on July 1, 1992 as amended from time to time.

2.07 Member

"Member" shall mean and refer to those persons entitled to membership, as provided in the Declaration.

2.08 Conversion Date

"Conversion Date" shall have the meaning ascribed thereto in Article II, Section 3 of the Declaration.

2.09 Other words and terms

"Other words and terms" used herein shall be construed according to the definitions of same which appear in the Declaration.

ARTICLE III MEETING OF MEMBERS

3.01 Annual Meetings

The first annual meeting of the Members shall be held on the second Thursday in October, 1992, and each subsequent regular annual meeting of the Members shall be held on the second Thursday of October of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

3.02 Special Meetings

Special meetings of the Members may be called at any time by the President of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

3.03 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or any other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days or more than sixty (60) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify

the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.04 Quorum

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

3.05 Proxies

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

3.06 Classes of Voting Members

The Association shall have two classes of voting membership:

Class A - Class A Members shall be all Owners (except the Owner(s) of the Common Area) with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves agree, but in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A Membership upon the happening of the earlier to occur of the following (the "Conversion Date"):

- (a) When the total votes outstanding in the Class A Membership equal twice the total votes in the Class B Membership; or
- (b) June 30, 2022.

3.07 Transaction of Business

Except as set forth hereinafter, when a quorum is present at any meeting, the vote of the Members holding a majority of the votes having voting power present in person or represented by proxy

shall decide any question before said meeting, unless the question is one upon which by express provision of the statutes, the Declaration or these Bylaws, a different vote is required in which case such express provision shall govern. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of any Members to leave less than a quorum.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.01 Number

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors, who shall be Members of the Association.

4.02 Term of Office

The Members shall elect three (3) directors for a term of one (1) year and three (3) directors for a term of two (2) years. At each annual meeting thereafter the Members shall elect directors whose terms have expired for a term of two (2) years. The past president shall serve an additional year regardless of whether or not his term has expired, but during that year the past president shall not be elected president if not elected to the Board by the Members.

4.03 Removal

Any director may be removed from the Board, with or without cause, by a majority vote of Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

4.04 Compensation

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of this duty.

4.05 Meetings

The Board may hold meetings, both regular and special, either within or without the State of Texas provided proper notice or consent in lieu thereof has been afforded the directors in accordance with the laws of the State of Texas. Regular meetings of the Board shall be held monthly or more frequently as called by

the President or by a majority of the Board members at such time and place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President and/or Secretary on two (2) days notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of the majority of the directors except as may be otherwise expressly provided by statute, the Articles of Incorporation or these Bylaws. Neither the business to be transacted at, nor the purpose of any special meeting need be specified in a notice or waiver of notice. At all meetings of the Board of Directors, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise specifically provided by statute, the Declaration, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present. Meetings may be held from time to time, as determined by the Board, by telephonic or other electronic means after proper notice or waiver of notice.

4.06 Action Taken Without a Meeting

By obtaining the written approval of all the directors, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V BUDGETS

5.01 Establishment of Budget

The Board of Directors will prepare an Annual Budget to carry out the purpose of the Association as defined by the Declaration, Articles of Incorporation, and these Bylaws.

5.02 Budget Approval

The Board of Directors will present the Annual Budget to the Members at or before the Annual Meeting for approval by vote in person or proxy by a majority of the votes cast thereat.

5.03 Non Approval

If the new budget presented by the Board of Directors is not approved, then the last year's budget is automatically reapproved until a new budget is passed.

5.04 Spending Limits

The Annual Budget defines the spending limit in aggregate to which the Board of Directors are authorized. Within this limit the Board may approve spending as they deem appropriate to meet the needs of the Association.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

6.01 Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the then existing Board of Directors, and two (2) or more members of the Association. With exception of the meeting on the second Thursday of October, 1992, the Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting to serve until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

6.02 Election

Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 Powers

The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the

Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ a manager, an independent contractor, or such other employees, as they deem necessary, and to prescribe their duties.

7.02 Duties

It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and determine whether it shall be paid in installments and when it shall be due and payable;

(d) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(e) determine the remedies in law against any Lot for which assessments are not paid within two (2) months after due date;

(f) begin an action at law against the Owner personally obligated to pay the delinquent assessment, or grant an extension of the due date of payment upon the written request of the Member due to hardship;

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association. (Adequate insurance is based solely on the judgment of the majority of the Board of Directors.);

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(j) cause to be maintained the Common Area to the extent provided in the Declaration;

(k) promote beautification of Hilltop Estates, determine areas to be maintained by the Association, gather bids for maintenance of those areas, create acceptance criteria for the proposals, and administer the maintenance of the areas upon acceptance. Identify deed restriction violations and take action to correct, or cause to be corrected, said restriction violations;

(l) monitor and support or oppose community issues which could affect the stability of property value, beauty and safety of Hilltop Estates. Interact with city maintenance, fire and police departments to ensure services are fairly distributed to Hilltop Estates. Stay informed on the current issues that are being considered by the City Council that are of significance to the interests of Hilltop Estates.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

8.01 Enumeration of Officers

The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.02 Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.03 Term

Each officer of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall

sooner resign, or shall be removed, or otherwise disqualified to serve.

8.04 Special Appointments

The Board may elect such other officers or agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.05 Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.06 Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.07 Multiple Offices

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04.

8.08 Duties

The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice

of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and co-sign all promissory notes of the Association; keep proper books of account; cause an annual statement of the Association books which may be audited or unaudited as the Board or Members may determine to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The day to day responsibility may be delegated to an outside bookkeeping service subject to the approval of the Board of Directors.

ARTICLE IX COMMITTEES

9.01 Architectural Control Committee

The Association shall have an Architectural Control Committee which shall consist of two or more members. Declarant shall have the exclusive power and authority to appoint and remove members from the committee until the Conversion Date or until such time as Declarant shall assign, in writing, this power to the Association. Thereafter, the Board of Directors may appoint and remove members from the committee. No homes, buildings, fences or walls shall be erected, placed or altered without the approval of the Architectural Control Committee. Persons desiring to construct or alter homes, buildings, fences or walls shall submit the plans and specifications to the committee for approval. If within thirty (30) days of submittal of plans and specifications, the committee has not approved or disapproved such plans and specifications in writing, or, in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

9.02 Other Committees

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member, and the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member by making an appointment through the Secretary of the Board of Directors.

**ARTICLE XI
ASSESSMENTS**

11.01 Obligation

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments.

11.02 Delinquency

Any assessments which are not paid when due shall be delinquent.

11.03 Penalty

If the assessment is not paid within thirty (30) days after the due date, a delinquency charge shall be assessed to the Member in the amount, and the assessment shall bear interest, from the date of delinquency at the rate provided for in the Declaration.

11.04 Extension

The Board shall have the right to extend the due date of payment upon the written request of the Member due to hardship, or begin action under law against the Member personally obligated.

11.05 Costs

Any interest, delinquency charge, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

11.06 Liability

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

12.01 Amendment Process

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy percent (70%) of the votes entitled to be cast.


12.02 Conflicts

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Hilltop Homeowners' Association, Inc. have hereunto set our hands as of the ~~30th~~ day of JUNE, 1992.



Peter L. Cantrell



Ann Q. Rogers



William H. Rogers, III

hill.by1

EXHIBIT B

Being Lots 1 thru 28, Block A; Lots 1 thru 9, Block B; Lots 1 thru 25, Block C; Lots 1 thru 42, Block D; Lots 1 thru 16, Block E; Lots 1 thru 22, Block F; Lots 1 thru 10, Block G; Lots 1 thru 18, Block H; Lots 1 thru 19, Block I; Lots 1 thru 8, Block J and Lots 1 thru 17, Block K of Hilltop Estates, an Addition to the City of Balch Springs, Dallas County, Texas, according to the plat thereof recorded in Volume 87134, Page 3269, Map Records, Dallas County, Texas; and Plat Correction filed 05/26/92, recorded in Volume 92103, Page 3080, Deed Records, Dallas County, Texas; SAVE & EXCEPT from Lot 17, Block K and Lot 19, Block I the following two tracts:

Save & Except from Lot 17, Block K

(Parcel 8.2-DE)

Being a tract of land situated in the W. H. Bennett Survey, Abstract No. 93, Dallas County, Texas, and being portions of Hilltop Estates, an Addition to the City of Balch Springs as recorded in Volume 87134, Page 3269, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the south line of Bruton Road (100 ft. ROW) and the west line of Hilltop Drive (50 ft. ROW), a point for corner;

THENCE South 18 degrees 55 minutes 09 seconds East along the said west line of Hilltop Drive, 8.00 feet to a point for corner;

THENCE South 72 degrees 55 minutes 36 seconds West, departing the said west line of Hilltop Drive, 15.01 feet to a point for corner;

THENCE North 18 degrees 55 minutes 44 seconds West, 7.51 feet to a point on the said south line of Bruton Road;

THENCE North 71 degrees 04 minutes 16 seconds East along the said south line of Bruton Road, 15.00 feet to the PLACE OF BEGINNING and containing 116 square feet or 0.0027 acres of land, more or less.

Save & Except from Lot 19, Block I

(Parcel 9-DE)

BEING a parcel of land situated in the W. H. Bennett Survey, Abstract No. 93, Dallas County, Texas, and being a portion of Lot 19 of Block I of Hilltop Estates, an addition to the City of Balch Springs as recorded in Volume 87134, Page 3269, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northeasterly corner of said Lot 19, Block I of Hilltop Estates being also on the south line of Bruton Road (100 Ft. ROW);

THENCE South 2 degrees 13 minutes 57 seconds West, along the east line of said Lot

19, Block I, 37.53 feet to a point for corner;

THENCE South 71 degrees 04 minutes 16 seconds West, 18.45 feet to a point for corner;

THENCE North 18 degrees 55 minutes 44 seconds West, 35.00 feet to a point on the said south line of Bruton Road;

THENCE North 71 degrees 04 minutes 16 seconds East, along the said south line of Bruton Road, 32.00 feet to the PLACE OF BEGINNING and containing 884 square feet or 0.0203 acres of land, more or less.

PRIVATE PARK TRACT

BEING a 9.22 acre tract of land situated in the William H. Bennett Survey, Abstract No. 93, City of Balch Springs, Dallas County, Texas, and a part of a 59.22 acre addition to the City of Balch Springs known as "Hilltop Estates" as recorded in Volume 87134, Page 3269, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point on the south right-of-way of Bruton Road (100 Foot R.O.W.) said point being the northwest corner of said "Hilltop Estates" and the northeast corner of a tract of land deeded to 635/Bruton Road Joint Venture in Volume 84205, Page 3611, of the Deed Records of Dallas County, Texas, said point also being the beginning of a curve to the left;

THENCE along said Bruton Road south right-of-way, curving to the left, having a central angle of 36 degrees 35 minutes 57 seconds, a radius of 1005.37 feet, a tangent length of 332.49 feet, for an arc distance of 642.21 feet to a point for corner,

THENCE South 18 degrees 32 minutes 00 seconds East, departing said Bruton Road, a distance of 169.72 feet to a point for corner,

THENCE South 20 degrees 22 minutes 38 seconds East, a distance of 118.00 feet to a point for corner,

THENCE South 60 degrees 14 minutes 31 seconds West, a distance of 463.79 feet to a point for corner,

THENCE South 76 degrees 24 minutes 19 seconds West, a distance of 365.07 feet to a point for corner,

THENCE South 77 degrees 11 minutes 28 seconds West, a distance of 278.41 feet to a point for corner,

THENCE North 40 degrees 25 minutes 14 seconds West, a distance of 110.00 feet to a point for corner and the beginning of a curve to the left;

THENCE along said curve to the left, having a central angle of 35 degrees 48 minutes 36 seconds, a radius of 60.00 feet, a tangent length of 19.39 feet, for an arc distance of 37.50 feet to a point for corner,

THENCE South 76 degrees 13 minutes 49 seconds East, for a distance of 64.79 feet to a point for corner;

THENCE North 15 degrees 03 minutes 37 seconds East, for a distance of 104.35 feet to a point for corner;

THENCE North 05 degrees 43 minutes 60 seconds East, for a distance of 56.55 feet to a point for corner;

THENCE North 67 degrees 53 minutes 04 seconds East, for a distance of 285.60 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 370.00 feet to the POINT OF BEGINNING;

CONTAINING, 9.2202 acres (401,632.06 square feet) of land.

SAVE AND EXCEPT THE FOLLOWING TRACT FROM TRACT II: Save & Excepted from Park tract (Parcel 8.1-DE)

BEING a tract of land situated in the W. H. Bennett Survey, Abstract No. 93, Dallas County, Texas, and being portions of Hilltop Estates, an addition to the City of Balch Springs as recorded in Volume 87134, Page 3269, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at the northwest corner of said Hilltop Estates, a point on the south line of Bruton Road (100 ft. ROW) and the beginning of a curve to the left having a central angle of 33 degrees 49 minutes 17 seconds a radius of 1005.37 feet and a chord bearing South 81 degrees 09 minutes 23 seconds East;

THENCE along said curve and the said south line of Bruton Road an arc distance of 593.46 feet to the PLACE OF BEGINNING;

THENCE continuing along the said south line of Bruton Road and a curve to the left having a central angle of 0 degrees 23 minutes 56 seconds, a radius of 1005.37 feet and a chord being North 81 degrees 44 minutes 01 seconds East, an arc distance of 7.00 feet to a point for corner;

THENCE South 8 degrees 27 minutes 57 seconds East, departing the said south line of Bruton Road, 5.00 feet to a point for corner and the beginning of a curve to the right having a central angle of 0 degrees 23 minutes 56 seconds, a radius of 1010.37 feet and a chord bearing South 81 degrees 44 minutes 01 seconds West;

THENCE along said curve an arc distance of 7.03 feet to a point for corner;

THENCE North 8 degrees 04 minutes 01 second West, 5.00 feet to the PLACE OF BEGINNING and containing 35 square feet or 0.0008 acres of land, more or less.

FLOODWAY EASEMENT TRACT

BEING a 3.47 acre tract of land situated in the William H. Bennett Survey, Abstract No. 93, in the City of Balch Springs, Dallas County, Texas, and a part of a 59.22 acre addition to the City of Balch Springs known as "Hilltop Estates" as recorded in Volume 87134, Page 3269 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the south right-of-way line of Bruton Road (100 Foot R.O.W.) with the east right-of-way line of Hilltop Drive (50 Foot R.O.W.), as dedicated in Volume 87134, Page 3269 of the Deed Records of Dallas County, Texas:

THENCE North 71 degrees 28 minutes 00 seconds East, along said Bruton Road south right-of-way, a distance of 182.94 feet to the POINT OF BEGINNING;

THENCE North 71 degrees 28 minutes 00 seconds East, continuing along said Bruton Road, a distance of 115.00 feet to a point for corner at the northwest corner of Hodges Park, a City of Mesquite Public Park;

THENCE South 61 degrees 53 minutes 00 seconds East, departing Bruton Road and along a common line with said Hodges Park, a distance of 299.00 feet to a point for corner;

THENCE South 42 degrees 38 minutes 00 seconds East, a distance of 136.29 feet to a point for corner;

THENCE South 49 degrees 50 minutes 25 seconds West, departing said common line of park, a distance of 510.00 feet to a point for corner;

THENCE North 12 degrees 42 minutes 50 seconds West, a distance of 376.74 feet to a point for corner;

THENCE North 02 degrees 37 minutes 41 seconds East, a distance of 166.21 feet to the POINT OF BEGINNING;

CONTAINING 3.4669 acres (151,016.07 square feet) of land.

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202200225609

eRecording - Real Property

Recorded On: August 19, 2022 08:51 AM

Number of Pages: 21

" Examined and Charged as Follows: "

Total Recording: \$102.00

******* 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: 202200225609
Receipt Number: 20220818000873
Recorded Date/Time: August 19, 2022 08:51 AM
User: Hilga R
Station: CC15

Record and Return To:

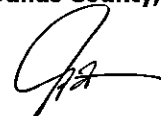
CSC Global



**STATE OF TEXAS
COUNTY OF DALLAS**

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 Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.