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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
REGENCY POINTE SECTION 1,
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENCY POINTE SECTION 1, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA (the "First Amendment") is made effective this 2nd day of November, 2004 by ERC LAND DEVELOPMENT GROUP, LLC, an Arkansas limited liability company (the "Declarant"). Words bearing initial capital letters shall have the meanings ascribed to them in the Original Declaration (hereafter defined).

A. The Declarant filed the Final Plat of Regency Pointe Section 1, a part of the NE/4, Section 1, T13N, R4W, LM., Oklahoma City, Oklahoma County, Oklahoma (the "Plat") on August 24, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 62 at page 19;

B. The Declarant filed that certain. Declaration of Covenants, Conditions and Restrictions for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma (the "Original Declaration") on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570;

C. The Declarant desires to amend the Original Declaration by means of this First Amendment.

NOW, THEREFORE, the Original Declaration is hereby amended in the following respects:

1. Passenger Vehicles, Subparagraph C, Passenger Vehicles, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"C. **PASSENGER VEHICLES.** Except as provided in Section 2.1, D of this Declaration, no Owner, leasee, tenant or occupant of a Lot, including all individuals who reside with such Owner, leasee or occupant on the Lot, shall park, keep or store any vehicle or pick-up truck in the street for a period for longer than forty eight (48) consecutive hours. For purposes of this Declaration, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Oklahoma or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Oklahoma, and the term "pick-up truck" is limited to a three quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Oklahoma Transportation Code."

2. Vehicle Repairs. Subparagraph E, Vehicle Repairs, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"E. **VEHICLE REPAIRS.** No passenger vehicle, pick-up truck, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired (including, without implied limitation, oil changes) on any Lot or Street within the Subdivision."

3. Nuisances. Subparagraph F, Nuisances, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"F. **NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot and no odor shall be permitted to emanate therefrom, so as to render any portion of a Lot unsanitary, unsightly, offensive or detrimental to any other Lot or to any Owner. No nuisances shall be permitted to exist or operate on any Lot. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot."

4. Animals. Subparagraph K, Animals, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"K. **ANIMALS.** Each Owner may have a maximum of three (3) generally recognized house or yard pets but only if such pets are kept solely as domestic pets and not for commercial purposes. No unleashed dog or other animal is permitted on any Street or Common Area. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. The keeping or housing of poultry, wolf, swine, cattle, horses or other livestock of any kind is prohibited within the Subdivision. The Board shall have the authority to determine, in the Board's sole and absolute discretion, whether a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable and the Board's determination shall be final."

5. Temporary Structures and Outbuildings. Subparagraph. C, Temporary Structures and Outbuildings, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"C. **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other outbuilding, structure or building, other than the permanent Residential Dwelling, the garage, and one (1) complimentary building approved by the Architectural Review Committee shall be placed on any Lot Any complimentary building on a Lot must be located at the rear of such Lot, must architecturally match the Residential Dwelling, must be no more than one story, must be approved by the Architectural Review Committee and must comply with the Architectural Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain such facilities in and on the Property as Declarant, in Declarant's sole discretion, determines to be necessary during a period of, and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Architectural Review Committee."

6. Foundations. Subparagraph G, Foundations, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"G. **FOUNDATIONS.** Not more than eight inches (6") of vertical surface of the concrete slab of any Residential Dwelling shall be exposed to view from any Street or adjacent Lot. Any slab in excess of eight inches (6") in height above finished grade shall have at least that excess in height covered with the same type, quality and grade of siding or masonry material used in the construction of the Residential Dwelling. In addition, no Builder shall construct a foundation with a pier and beam."

7. Garages. Subparagraph D, Garages, of Section 2.3, If side entry is not chosen, garage doors must be divided so as to have two separate entries and treated in an architecturally appropriate manner, except where a third garage is provided, whereby the dual garage door is not required to be divided, is deleted in its entirety and the following is substituted therefor:

D. **GARAGES.** All garage doors must be designer profile.

8. Exterior Finish. Subparagraph H, Exterior Finish, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"H. **EXTERIOR FINISH.** The exterior of the Residential Dwelling on each Lot must be comprised of not less than eighty percent (80%) brick or masonry material, e.g., stucco, including synthetic stucco or similar material. All brick, stonework and mortar must be approved by the Architectural Review Committee as to type, size, color and application. No concrete block or cinder block shall be used as an exposed building surface."

9. Exterior Lighting. Subparagraph I, Exterior Lighting, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"I. **EXTERIOR LIGHTING.** A minimum of four (4) light fixtures, the plans for which must be submitted to and approved by the Architectural Review Committee, must be installed and operational in front of each Residential Dwelling."

10. Mailboxes. Subparagraph J, Mailboxes, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"J. **MAILBOXES.** Subject to the Architectural Guidelines, a uniform mailbox shall be installed and maintained on each Lot. Said mailbox shall be consistent with the pattern designated by the Architectural Review Committee. Said pattern is intended to provide a consistent and harmonious appearance throughout the Subdivision. No two (2) Lots shall share a mailbox and each Builder must provide one (1) mailbox per Residential Dwelling."

11. Roofing. Subparagraph K, Roofing, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"K. **ROOFING.** Roof pitch must be a minimum of 8 in 12 pitch with a thirty (30) year laminated asphalt shingle in a weather wood or medium grey color. A Builder may ask for a variance for the above in the event another pitch, shingle or shingle color is suggested. No solar or other energy collection panel, equipment or device shall be installed or maintain on any Lot or Residential Dwelling if visible from any Street. All vents, stacks and other projections from the roof of any structure, shall, to the extent possible, be located on the rear roof."

12. Recreational and Cooking Facilities. Subparagraph N, Recreational and Cooking Facilities, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"N. RECREATIONAL AND COOKING FACILITIES. Free standing playhouses and tree houses are permitted and must be located within the rear yard behind a fence so as to not be visible from neighboring Lots. Permanent basketball goals are permitted in the front yard only with Architectural Review Committee approval and must be maintained. While in use, temporary basketball goals are permitted in the front yard. Following use, the temporary basketball goal must be stored in the garage of the Residential Dwelling or horizontally within the rear yard behind a fence so as not to be visible from the Street, Barbecue grills or other types of outdoor cooking equipment and patio furniture shall be located within the rear yard."

13. Landscaping. Subparagraph O, Landscaping, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"O. LANDSCAPING.

(1) The landscaping shall be as follows: The front yard of all Residential Dwellings must have two (2) trees with a minimum of 2-¹/₂ inch caliper, two (2) 25-gallon plants, ten (10) 5-gallon plants and twenty (20) 3-gallon plants. All corner Residential Dwellings must satisfy the above requirements and in addition, on the side yard facing the Street, five (5) 5-gallon and ten (10) 3-gallon plants.

(2) Each Owner shall be required to maintain the landscape plan, inclusive of the landscape lighting plan, submitted and approved by the Architectural Review Committee.

(3) Nothing in the Declaration shall be deemed to permit any vegetable, herb or similar gardens or plants being planted on any Lot.

(4) No Owner shall allow the grass to grow to a height in excess of six (6) inches as measured from the surface of the ground.

(5) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations, etc.) shall be removed by the Owner from each Lot and the exterior of the Residential Dwelling within fifteen (15) days after such holiday.

(6) The planting of any fence or structure on the Common Areas by an Owner is strictly prohibited.

(7) All Lots are to have a full yard sprinkler system."

14. Location of Improvements Setbacks. Subparagraph D, Location of Improvements Setbacks, of Section 2.4, Size and Location and Orientation of Residences, is deleted in its entirety and the following is substituted therefor:

"D. LOCATION OF IMPROVEMENTS SETBACKS. No Residential Dwelling, garage or Improvement on any Lot other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front building line than that shown on the Plat. No Residential Dwelling, garage or improvement other than approved fencing or landscaping on any Lot shall be located nearer to the rear or side property lines than five (5) feet."

15. Construction. Subparagraph A, Construction, of Section 2.5, Walls and Fences, is deleted in its entirety and the following is substituted therefor:

"A. **CONSTRUCTION.** The type of materials utilized for (including the color thereof) and the location of all fences, walls, hedges, pergolas and other structures must be approved by the Architectural Review Committee. All replacement fences or walls must be constructed of materials consistent with, and visually compatible to, the materials used in the construction of the original. In no event shall any fence be constructed of chain link or PVC. In the case of Lake Front Lots, four foot (4') high black wrought iron fencing shall be constructed on the property line adjacent to the Lake."

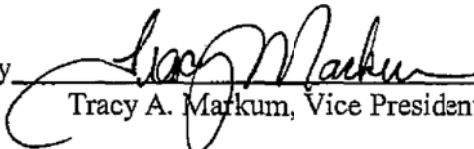
16. Drainage. Subparagraph E, Drainage, of Section 2.6, Reservations and Easements, is deleted in its entirety and the following is substituted therefor:

"E. **DRAINAGE.** No Owner of a Lot shall alter, change or modify the drainage amount or directional flow from that approved by the City of Oklahoma City at the time of issuance of the Certificate of Occupancy for such Lot. The Declarant or the Association may, but shall not be required to, install drainage inlets or underground drains within the utility easement on affected Lots. In no event shall an Owner obstruct or interfere with any portion of the drainage system."

17. Effect of Modifications. Except as specifically modified by this First Amendment, the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed by the Declarant effective the date first above written.

ERC LAND DEVELOPMENT GROUP, LLC, an
Arkansas limited liability company

By  _____
Tracy A. Markum, Vice President

RATIFICATION

THIS RATIFICATION is executed by BRIDGEPORT DEVELOPMENT GROUP, L.L.C. ("Bridgeport"), and attached as an integral part of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma (the "First Amendment"), dated November 2, 2004, executed by ERC Land Development Group, LLC, an Arkansas limited liability company. Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma recorded on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570, as same may be amended from time to time.

AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bridgeport as the record owner of

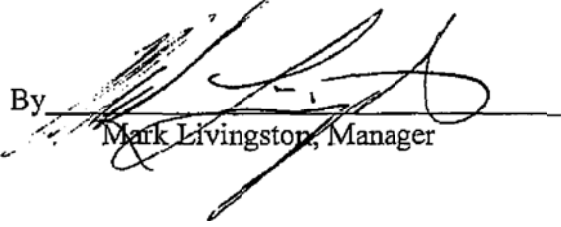
Lots One (1) and Three (3) in Block One (1), Lots Two (2) and Nine (9) in Block Three (3) and Lot Eleven (11) in Block Four (4) of REGENCY POINTE SECTION I, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "Bridgeport Lots"),

hereby represents to and agrees with the Declarant as follows: (a) Bridgeport has examined and hereby consents to the Declarant's execution and recordation of the First Amendment with the County Clerk of Oklahoma County, Oklahoma; and (b) Bridgeport agrees that the Bridgeport Lots shall be subject to the First Amendment and any further amendments thereto.

IN WITNESS WHEREOF, Bridgeport has executed this Ratification effective November 3, 2004.

BRIDGEPORT DEVELOPMENT
GROUP, L.L.C.

By


Mark Livingston, Manager

RATIFICATION

THIS RATIFICATION is executed by EGAN ENTERPRISES, INC. ("Egan"), and attached as an integral part of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma (the "First Amendment"), dated November 2, 2004, executed by ERC Land Development Group, LLC, an Arkansas limited liability company, Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma recorded on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570, as same may be amended from time to time.

AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Egan as the record owner of :

Lot Twenty-Five (25) in Block Three (3) of REGENCY POINTE SECTION I, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "Egan Lot"),

hereby represents to and agrees with the Declarant as follows: (a) Egan has examined and hereby consents to the Declarant's execution and recordation of the First Amendment with the County Clerk of Oklahoma County, Oklahoma; and (b) Egan agrees that the Egan Lot shall be subject to the First Amendment and any further amendments thereto.

IN WITNESS WHEREOF, Egan has executed this Ratification effective November 5 , 2004.

EGAN ENTERPRISES, INC.

By TIM EGAN
Name: Tim Egan
Title: President

RATIFICATION

THIS RATIFICATION is executed by NEAL McGEE HOMES, INC. ("McGee"), and attached as an integral part of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma (the "First Amendment"), dated November 2, 2004, executed by ERC Land Development Group, LLC, an Arkansas limited liability company. Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma recorded on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570, as same may be amended from time to time.

AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, McGee as the record owner of :

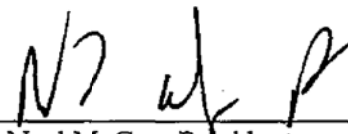
Lots Twelve (12) and Twenty-Four (24) in Block Three (3), Lot Ten (10) in Block Four (4) of REGENCY POINTE SECTION 1, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "McGee Lot"),

hereby represents to and agrees with the Declarant as follows: (a) McGee has examined and hereby consents to the Declarant's execution and recordation of the First Amendment with the County Clerk of Oklahoma County, Oklahoma; and (b) McGee agrees that the McGee Lot shall be subject to the First Amendment and any further amendments thereto.

IN WITNESS WHEREOF, McGee has executed this Ratification effective November 5, 2004.

NEAL MCGEE HOMES, INC.

By



Neal McGee, President

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR REGENCY POINTE,
A RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY,
OKLAHOMA COUNTY, OKLAHOMA

THE SAME BEING AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHEAST QUARTER OF SECTION ONE (1), TOWNSHIP THIRTEEN (13) NORTH, RANGE FOUR (4) WEST OF THE INDIAN MERIDIAN, ACCORDING TO THE RECORDED PLAT(S) THERETO.

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "First Supplemental Declaration") is made this / 5 day of March, 2007, by EAST-WEST DEVELOPMENT, LLC, an Oklahoma limited liability company (the "Declarant").

Section 1 - Purpose of Supplemental Declaration.

The Declarant is the Declarant of Regency Pointe and is the sole owner of the real property contained within and made a part of Regency Pointe Section 2, which is a platted addition recorded at Plat Book 65, Page 65 with the Oklahoma County Clerk and more particularly described at Exhibit "A" attached hereto. The Declarant intends by the recording of this First Supplemental Declaration to subject, add and annex Regency Pointe Section 2 to the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma filed in Book 9440 at Page 1570 on August 26, 2004 with the Oklahoma County Clerk for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1 to the City of Oklahoma City, Oklahoma County, Oklahoma filed in Book 9521 at Page 851 on November 9, 2004 with the Oklahoma County Clerk (the Declaration and Supplemental Declaration are hereby referred to jointly as the "Declaration"), including any additional amendments and supplements thereto. Terms bearing initial capital letters, unless defined herein, shall have the meaning ascribed to them in the Declaration. The Declarant executes and adopts this First Supplemental Declaration pursuant to authority granted and reserved within the Declaration.

Section 2 - Supplemental Declarations.

Section 2.1. Addition, Annexation and Subjection of Regency Pointe Section 2.

Pursuant to the authority and right reserved and granted within the Declaration at Article VIII and elsewhere, the Declarant hereby subjects the real property within Regency Pointe Section 2 to the Declaration and any amendments and supplemental declarations thereto. The Declarant adopts the Declaration and any amendments and supplemental declarations thereto in their totality and subjects and impresses each of them against all real property contained within Regency Pointe Section 2 with the intent that each covenant shall touch, concern and run with the real property contained in Regency Pointe Section 2 from the date of recording this First Supplemental Declaration, including that all Owners of Lots shall be members of the Association.

Section 3 - Modification of Assessment Charged to Builders.

With respect to the assessments charged to Builders of Regency Pointe Section 2 and subsequent sections of Regency Pointe, paragraph I of Section 1 of the Declaration is hereby modified to read as follows:

"I. **BUILDER(S)** - Builders approved by the Declarant who purchase Lots in bulk (multiple) fashion for the purpose of building Residential Dwellings which will be sold to the general public. Builders shall not be responsible for Annual Maintenance Charges on a Lot until the passage of one (1) year from the date of the Builder's acquisition of such Lot."

Section 4 - Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions and exhibits found within the Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this First Supplemental Declaration. All such terms and provisions, unless expressly and specifically modified by this First Supplemental Declaration, shall remain in effect as first recorded in the Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Supplemental Declaration effective the date and year first written above.

EAST-WEST DEVELOPMENT, LLC, an
Oklahoma limited liability company

By Derek S. Turner
Derek S. Turner, Manager

EXHIBIT "A"

Legal Description

REGENCY POINTE SECTION 2, an addition to the City of Oklahoma City, Oklahoma County, State of Oklahoma, according to the recorded plat thereto, more particularly described as follows:

Commencing at the Northeast Corner of the NE/4 of Section 1, T13N-R4W, LM.; Thence N89°57'27"W along the North line of said NE/4 a distance of 1329.12 feet to the Point of Beginning; Thence S0°06'54"W a distance of 1448.35 feet; Thence N89°57'27"W and parallel with the North line of said NE/4 a distance of 120.00 feet; Thence S0°06'54"W a distance of 8.10 feet; Thence N89°57'27"W and parallel with the North line of said NE/4 a distance of 170.10 feet; Thence N0°06'54"E a distance of 55.00 feet; Thence S61°24'54"W a distance of 830.41 feet; Thence N89°50'53"W a distance of 192.63 feet; Thence S0°10'36"W and parallel with the West line of said NE/4 a distance of 10.08 feet; Thence N89°49'24"W a distance of 119.81 feet to a point on the West line of said NE/4; Thence N0°10'36"E along the West line of said NE/4 a distance of 594.58 feet to the Southwest corner of Lot 18, Block 2 as platted in REGENCY POINTE SECTION I Addition; Thence S89°49'24"E along the South line of Lots 18, 19, 20, & 26 of said Block 2 a distance of 409.81 feet; Thence S0°10'36"W and parallel with the West line of said NE/4 a distance of 14.37 feet; Thence S89°49'24"E along the South line of Lot 1, Block 3 as platted in REGENCY POINTE SECTION I Addition a distance of 170.00 feet to the Southeast corner of said Lot 1; Thence N0°10'36"E along the East line of Lots 1, 2, 3, & 4 of said Block 3 a distance of 348.75 feet; Thence S89°57'27"E along the South line of Lots 21, 22, & 23 of said Block 3 a distance of 202.18 feet; Thence N61°24'54"E along the Southeasterly line of Lots 23, 24, & 25 of said Block 3 a distance of 293.38 feet; Thence N0°02'33"E along the East line of Lots 25, 26, 27, 28, 29, & 30 of said Block 3 a distance of 520.49 feet; Thence S89°57'27"E and parallel with the North line of said NE/4 a distance of 12.05 feet; Thence N0°02'33 "E along the East line of Lot 1, Block 1 as platted in REGENCY POINTE SECTION I Addition a distance of 220.00 feet to a point on the North line of said NE/4; Thence S89°57'27"E along the North line of said NE/4 a distance of 279.49 feet to the Point of Beginning, containing 1,053,333.07 square feet or 24.18 acres more or less.