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DEED RECORD

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BENT TREE VILLAGE NO. 3

THIS DECLARATION is made this 27th day of August, 1979, by BENT TREE JOINT VENTURE (hereinafter referred to as "Declarant"):

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property referred to in Article II of this Declaration and desires to create thereon a residential townhouse community with townhouse lots, open spaces and greenbelts for the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and limited maintenance of individual townhouse yards; and, to this end, desires to subject the real property referred to in Article II together with such additions as may hereafter be made there- to (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which would be delegated and assigned the powers of main- taining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collect- ing and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will cause to be incorporated under the laws of the State of Texas a non-profit corporation for the purpose of ef- fecting the intents and objectives herein set forth;

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, re- strictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

NOTICE TO PURCHASER: THE CITY OF DALLAS HAS MADE NO DETERM- INATION AS TO THE ADVISABILITY OR INADVISABILITY OF THE PURCHASING OF PROPERTY ENCUMBERED BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DOCUMENT.

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ARTICLE I.

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

(b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land designated as Common Areas on any recorded subdivision plat(s) of the Properties or intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon.

(d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential town-house dwelling.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Declarant" shall mean and refer to BENT TREE JOINT VENTURE, its successors and assigns, if such successors or assigns shall acquire more than three undeveloped Lots from BENT TREE JOINT VENTURE for the purpose of development thereon.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Dallas, Dallas County, State of Texas, and is more particularly described in "Exhibit A" attached hereto and made a part hereof.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) The Declarant may add additional property or properties to the scheme of this Declaration by filing of record a Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property or properties; provided, however, that such other Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration.

(b) The owner (other than Declarant) of any property who desires to add such property to the scheme of this Declaration may do so by:

(i) first obtaining the affirmative approval of a majority of the Owner(s) of the Lots subject to the instant Declaration; and then by

(ii) filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property; however, in no event shall such Supplementary Declaration otherwise modify the covenants established by this Declaration for the existing Properties.

Any additions made pursuant to Paragraphs (a) or (b) of this Section 2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operations of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to four (4) votes for each Lot in which Declarant holds the interest required for membership. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Sections 4 and 5 of Article V shall require the assent of the majority of the vote of those who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than fifteen (15) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

At the initial meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by the members having a majority of the outstanding vote.

(d) Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, as same may be amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot. PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Areas to lot owners if Declarant deems such sale to be for the best interest of the development.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members);

(b) Subject to the affirmative approval of the member(s) having a majority of the outstanding vote of the Association, in accordance with its Articles, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to enter into and execute contracts with third parties for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against encroachments;

(e) The right of the Association, as may be provided in its By-Laws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties and/or common facilities for any period during which any assessment against a lot resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) Subject to approval by written consent by the member(s) having a majority of the outstanding votes of the Association, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

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ARTICLE V.

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual maintenance assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) assessments for taxes on the Common Properties and insurance on the Common Properties (to the extent the Common Properties are insurable); (4) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special capital, tax and insurance, and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, walkways, greenbelt areas, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties including, but not limited to the payment of taxes on the Common Properties and insurance in connection with the Common Properties and the repair, replacement and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereafter; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. Until the date of the conveyance of the title to the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty of improving and maintaining the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time, all assessments, both annual and special, collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Properties as set forth in this paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Properties hereunder.

Section 4. Basis and Amount of Annual Maintenance Assessments.

(a) Commencing with the year beginning January 1, 1979, and each year thereafter, the Board of Directors, at its annual meeting next preceding each January 1, 1979, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum annual assessment for the previous year unless otherwise approved by the Association's members as provided in Section 3 of Article III.

(b) When the assessment is computed for Lots, all or a portion of such assessment shall be payable to the Association by the Lot owner according to the status of the Lot as follows:

(i) When the Lot is improved by a Townhouse and is occupied, the full assessment shall be payable.

(ii) When the Lot is owned by parties other than Declarant and is vacant or when the Townhouse is under construction or otherwise unoccupied, one-half (1/2) of the assessment shall be payable.

(iii) When the Lot is owned by Declarant and is vacant or the structure thereon is not completed and occupied, no part of the assessment shall be payable.

(c) Notwithstanding anything to the contrary in this Article V Section 4, no Lot owner shall be exempt from any assessment levied by the City of Dallas pursuant to Article V Section II.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of the Association's Members, as provided in Section 3, Article III. Upon an affirmative vote of sixty (60%) percent in interest, the Association may levy special assessments against individual Lot Owners for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owners and not ordinary wear and tear.

Section 6. Assessments for Taxes and Insurance. In Addition to the annual assessments authorized by Section 4 hereof, the Association is authorized to levy an assessment(s) for the purpose of collecting each Lot Owner's pro-rata share of: (i) the cost of insuring the Common Properties, and (ii) the taxes and governmental assessments levied on the Common Properties. However, the first mortgagee of each respective Lot Owner shall have the right and election to collect and disburse such funds for the benefit of the Lot Owner and the Association.

Section 7. Uniform Rate of Annual Special Assessments.

Both annual and special capital assessments must be fixed at a uniform rate for all Lots payable as set forth in Section 4 (b) above. Unless a majority of the Lot Owners and their respective first mortgagees have given prior written

approval, the Board of Directors of the Association shall not change the prorata interest or obligations of any Lot (or owner thereof) for purposes of levying annual and special capital assessments and charges. The Association may add to the assessment to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other owners.

Section 8. Date of Commencement of Assessments: Due Dates.

The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and, except as hereinafter provided, shall be payable monthly, in advance, on the first day of each month thereafter. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the maintenance assessment for such month shall be prorated by the number of days remaining in the month. The first annual maintenance assessment shall be due and payable, in so many equal installments as there are monthly payment dates remaining in the first year, said installment to be due and payable on said monthly payment dates. The same prorata reduction in the amount of the assessment shall apply to the first annual maintenance assessment levied against any Lot which is hereafter added to the Lots now subject to assessment at a time other than the beginning of any assessment period. The due date or dates, if it is to be paid in installments, of any other assessment or special assessment under Section 5 and 6 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 9. Duties of the Board of Directors with Respect to Assessments.

- (a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.
- (b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.
- (c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

- (a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 8 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of Owner, his heirs, executors, devisees, personal representatives and assigns.

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The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

(c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 11. Rights of the City of Dallas. In the event of dissolution of the Association wherein the dissolving Association does not either dedicate the Common Properties to an appropriate public agency or convey the Common Properties to another organization which assumes the maintenance obligations of the Association hereunder, or if the Association fails or refuses to maintain the Common Properties which it is obligated to maintain under the provisions hereof, the City of Dallas shall have the right and may assume the duty of performing such maintenance (i) in the event of such dissolution at any time after such dissolution by giving written notice to the Lot Owners, or (ii) in the event of such failure or refusal at any time after the expiration of ten (10) days after receipt by the Association and the Lot Owners of written notice from the City of Dallas setting forth in detail the nature and extent of such failure unless such failure shall have been remedied within said ten (10) day period. Pursuant to this end, the City of Dallas may collect any assessments, annual and/or special, set by the Board of Directors as provided for herein, when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration; or in the alternative, the City of Dallas may levy an assessment upon each Lot covered by the provisions hereof on a pro rata basis for the cost of such maintenance and overhead, which assessment shall constitute a lien upon the land assessed; and furthermore, during such period of failure or dissolution, the Association shall have no obligation, responsibility or authority with respect to the maintenance of the Common Properties. The power and authority herein granted to the City of Dallas shall cease to exist at such time as the Association, its successors or assigns, shall deliver to the City of Dallas substantial evidence of its willingness and ability to resume maintenance of the Common Properties. In the event the City of Dallas assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Dallas, its agents, representatives and employees shall have the right of access to and over the Common Properties for the purpose of maintaining, improving and preserving the same; and in no event and under no circumstances, shall the City of Dallas be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction relating in any manner to maintaining, improving and preserving the Common Properties, or to any Owner, the Association or any other person for failure to perform such maintenance. The Declarant, the Association, and each Lot Owner, jointly and severally, agree to hold harmless the City of Dallas from all claims, losses or damages caused by the acts of the City of Dallas or its employees, contractors or agents arising from the exercise of the rights granted the City pursuant to this Section 11.

This Article V, Section 11 may not be altered or changed without the consent of the City Council of the City of Dallas evidenced by Resolution. In the event of a conflict between this Article V, Section 11, and any other Article or Section of this Declaration, the provisions of this Article V, Section 11 shall prevail.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties as defined in Article I hereof.
- (c) All areas unplatted or reserved by the Declaration on the recorded plat(s) of the Properties.

ARTICLE VI.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the funds provided for in Article V above, the following:

- (a) Care and preservation of the Common Properties and full maintenance of a utility service for the Common Properties; the furnishings and upkeep of any desired personal property for use in the Common Properties.
- (b) Limited year maintenance within the Properties, the exact scope of which shall be further specified by the Board from time to time.
- (c) Maintenance of exterior grounds, including care of trees, shrubs, grass (lying outside fences and walls and to which the Association has access) and sprinkler systems installed by the Owner, the brick wall, and parking areas, the exact scope of which shall be specified by the Board from time to time.
- (d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the preparation of the Association, whether such personnel are employed directly by the Board or by the manager.
- (e) Legal and accounting services.
- (f) Any other materials, supplies, furniture, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(g) To execute all declarations of ownership for tax assessment purposes with regard to the Common Properties on behalf of all Owners.

(h) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Properties, and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove.

(i) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(j) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association.

(k) To protect or defend the Common Properties from loss or damage by suite or otherwise, to sue or defend in any court of law in behalf of the Association and to provide adequate reserves for replacements.

(l) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by the Members in the portions affected.

(m) To make available to each Owner within sixty (60) days after the end of each year an annual report.

(n) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(o) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

ARTICLE VII.

INSURANCE; REPAIR AND RESTORATION

Section 1. Right to Purchase Insurance. The Association shall have the right, privilege and opportunity to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited, to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its By-Laws.

Section 2. Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of subject property.

Section 3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

Section 4. Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of all costs of repair or replacement. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', material and similar liens which may result from said repairs or replacements, are satisfied.

Section 5. Total Destruction. Destruction of three-fourths (3/4) or more of the Properties shall be deemed substantial total destruction. In the event of total destruction, or destruction affecting all of the individual townhouse residences, the Association may obtain bids for reconstruction and proceed with reconstruction unless there shall have been a unanimous decision of all Owners not to rebuild, in which event, the Association, as agent for all Owners coupled with its own interest, shall be granted the power to sell the entire property in its then present condition. The proceeds of sale, together with any available insurance proceeds, shall then be distributed to the Owners and their mortgagees as their interest may then appear of record.

ARTICLE VIII.

USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

Section 1. Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

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Section 2. Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees.

Section 3. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

Section 4. Use of Common Properties. Use of the Common Properties shall be limited to the Owners, their families and guests. No alcoholic beverages may be sold in this area nor will any private locker or bottle club be permitted, and the only consumption of alcoholic beverages which will be permissible will be those beverages carried into the Common Properties by individual members of the Association, their families and guests.

ARTICLE IX.

USE OF PROPERTIES AND LOTS - PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

Section 1. Residential Purposes. Each Lot shall be used exclusively for residential townhouse purposes. Not more than one dwelling shall be constructed on any Lot although two adjacent and contiguous lots may be utilized for the construction thereon of one residential dwelling.

Section 2. Floor Space. Each dwelling constructed on any Lot shall contain minimum floor space as approved by the Architectural Control Committee.

Section 3. Height. No building or structure on any Lot shall exceed, in height, the lesser of two (2) stories or thirty (30) lineal feet, measured from the level grade of the applicable Lot. The construction of basements may be approved by the Architectural Control Committee if and when the sloping topography of a Lot reasonably permits such construction.

Section 4. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. Any truck bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Lot Owner and concealed from view by other Lot Owners.

Section 5. Garages. Each residential dwelling erected on any Lot shall provide garage or carport space for a minimum of two (2) conventional automobiles. All garage doors shall be equipped with an automatic and remote controlled door opener; all garage doors shall be closed at all times when not in use. Carports shall have corner columns constructed of brick or brick veneer. Plans for garage and carports shall be subject to the approval of the Architectural Control Committee.

Section 6. Setback Requirements. All front, side, and rear setbacks must be approved by the Architectural Control Committee and must meet City of Dallas building restriction requirements.

Section 7. Signs.

(a) No sign or signs shall be displayed to the public view on any Lot except that:

(1) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of Lots; PAGE

- (ii) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than twelve (12) square feet in size) per lot for advertising and sales promotion;
 - (iii) thereafter, a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized by the Lot Owner of the respective Lot for the sale of the Lot.
- (b) All signs displayed pursuant to this section shall comply with the Dallas City Code Chapter 41 "Sign Standards of The City of Dallas."

Section 8. Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to the front or side property lines than specified in the setback requirements above. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Dallas. No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Control Committee. All clothes lines, wood piles, tool sheds, utility meters or service facilities must be enclosed within fences, walls or landscaping so as not to be visible by other Lot Owners. All fences shall be constructed of brick, wood cedar, redwood or comparable materials (all wood fences to contain brick pilasters at approved intervals) and shall be subject to approval of the Architectural Control Committee.

Section 9. Trash Receptacles and Collection. All trash receptacles shall be screened by fences or shrubbery so as not to be visible by other Lot Owners. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Dallas for collection and removal of garbage and trash on a regular basis the pickup to be made at his garage and not on the street. If the Lot Owner fails to make such provisions the Association may do so and assess the costs thereof to the Lot Owner. Each and every Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Dallas or the Association, or both, in connection with the storage and removal of trash and garbage.

Section 10. Exterior Surfaces. All roofs shall be constructed of wood shingle, wood shake or comparable materials approved by the Architectural Control Committee. The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the Architectural Control Committee. All outside driveways, walkways and patio areas shall have redwood expansion joints and a washed aggregate stone texture and appearance or comparable effect. Installation of all types of exterior items and surfaces such as lights, mail chutes, towers, antennas, shall be subject to the prior approval of the Architectural Control Committee.

Section 11. Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lot Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are kept, bred or maintained for commercial purposes.

If, at any time, an owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum not to exceed twenty-five dollars (\$25.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of any Lot, by the acceptance of a deed or other conveyance of such Lot shall thereby covenant and agree to pay such assessments. The Lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

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Section 12. Sprinkler System. Each lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to the front and side yard areas situated outside of fences, walls or hedges. The Association shall have the right to operate each sprinkler system, or require the Lot Owner to do so, in conjunction with a common maintenance plan although the respective Lot Owner shall bear all costs and expenses related to the water consumption arising from its operation. The Association will bear the cost of repairs to the sprinkler system made necessary by the negligence of employees, agents or officers of the Association. In the event that a Lot Owner shall select an exterior landscaping plan or yard composition which, in the reasonable opinion of Declarant or Association, requires unusual or extraordinary cost or expense in upkeep and maintenance, such Lot Owner shall reimburse the Declarant or the Association, as the case may be, for the additional costs or expenses so incurred. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition.

ARTICLE X.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter called "the Committee", shall be composed of three (3) individuals selected and appointed by the Declarant. Declarant hereby appoints, as the original Architectural Control Committee members, Robert S. Folsom, Arthur Z. Barnes, Jr., and Denny Holman. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential townhome development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant. At any time after January 1, 1985, the record Owners of seventy percent (70%) of the Lots shall have the power to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of such building, structure or improvement have been submitted to and approved in writing by the Committee as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design, color and texture, with existing structures, (iii) the other standards set forth within this instrument. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee, for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing. If the com-

mittee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Properties. As an example and not by way of limitation, the Committee may impose limits upon the window area or location of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Similarly, the Committee may or may not permit the construction of residential dwellings which contain party walls. Also, the Committee is permitted to consider technological advances in design and materials such that comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee may from time to time publish and promulgate architectural standards bulletins; such bulletins shall supplement these covenants and restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions.

ARTICLE XI.

EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 2. Overhanging Easements. Declarant hereby reserves for itself and each Owner an easement and right of overhang to overhang each Lot in the Properties with the roof of any townhome to be constructed on the Properties as any such roof is originally constructed or substantially repaired by necessity, but not otherwise.

Section 3. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 4. Ingress and Egress by Lot Owners. In any case in which a wall of an Owner's unit is built upon his Lot line and does not constitute a common wall with the unit built on the adjoining unit but rather overlooks a patio or other open space on such adjoining lot, such Owner shall have an easement, which is hereby reserved by Declarant in his behalf, over and upon the adjoining lot for the maintenance and repair of such wall, the roof over same, or any pipes, vents, outlets, plumbing or utility lines within it; provided that any such entry upon the adjoining Lot shall be made with as little inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the Owner using this easement.

ARTICLE XII.

PARTY WALLS

In the event that any party walls are constructed within the Properties, the following provisions shall apply to such party wall(s):

Section 1. Maintenance. A party wall may be erected for the benefit of the Owner of the townhouse residence site on either side of the center line of such wall, and, in such event, each such Owner shall maintain that portion of such party wall or party walls within the boundaries of his townhouse residence site at all times in good order and repair, and no party wall, its footings or any portion thereof, shall be removed, damaged injured or destroyed, nor shall the same be altered, added to, enlarged or extended except only for the purpose of maintaining or repairing the same unless upon the prior consent of the Board of Directors of the Association. In the event of the failure of any Owner or Owners properly to maintain the party wall, the Association may perform all works or restoration and repair as may be necessary in the sole discretion of its Board of Directors.

Section 2. Cost of Repair. The cost of repair or re-erection of a party wall shall be borne by the Owners of the townhouse residence sites on either side thereof proportionately, based upon the extent and nature of such repair or re-erection, and in the event of a dispute between the responsible parties as to the apportionment of such costs, the Board of Directors of the Association shall fix and apportion them to and between the responsible parties and the determination of the Board shall be conclusive and binding.

Section 3. Assessment for Repair. In the event that any responsible party should fail to pay for such repair or re-erection of his proportionate share thereof as provided above (whether such repair or re-erection was done or caused to be done by the responsible party or parties or by the Association), the townhouse residence site of the responsible party or parties shall be subject to and the Association shall fix and establish a special charge and assessment for the payment of such costs as provided in Article V of this Declaration.

Section 4. Easement. In the event that there shall be located within any party wall pipes, vents, outlets, or other structures serving more than one townhouse site, the Owner of each townhouse residence site so served shall have and enjoy a perpetual easement to the maintenance and use of any such pipe, vent, outlet or other structure.

Section 5. Foundations. Should the foundation or footings supporting any party wall be damaged or destroyed, the repair and restoration thereof shall be in accordance with Article VII hereof.

Section 6. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

ARTICLE XIII.

RIGHT OF REFUSAL

Section 1. No Lot Owner may dispose of (other than by gift, devise or inheritance) or lease a townhouse or any interest therein by sale or lease, as the case may be, without approval of the Association, which approval shall be obtained in the manner hereinafter provided.

(a) A Lot Owner intending to make a sale or lease of a townhouse or any interest therein shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require in connection with such transaction. Such Lot Owner shall, by such notice, also furnish the Association with the terms and conditions of the proposed sale or lease. The giving of such notice shall constitute a warranty and representation by such Lot Owner to the Association and to any purchaser or lessee produced by said Association as hereinafter provided, that such Lot Owner believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide which is not evidenced by a written contract of sale, or lease, subject to the approval and right of first refusal contained herein, executed by the selling or leasing Lot Owner and the proposed purchaser or lessee and containing all the terms of the sale or lease proposed to be made. All leases shall be written on standard forms furnished by the Association and may not be modified without the written consent of the Association.

(b) Within thirty (30) days after receipt of the notice described in (a) above, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it, and such purchaser or lessee shall execute a contract of sale or lease in accordance with the terms of the notice described in (a) above within thirty (30) days that such purchaser or lessee is being furnished by the Association. Failure of the Association to either approve such sale or lease or furnish an appropriate substitute purchaser or lessee within such thirty (30) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval in recordable form.

(c) The Declarant shall not be subject to this Section in the initial sale or lease of any townhouse.

Section 2. None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of the Declarant during the sales period of the Lots or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time.

ARTICLE XIV.

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land and subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Dallas County, Texas, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast seventy percent (70%) of the votes of the Association and has been recorded in the Deed Records, Dallas County, Texas, agreeing to abolish the same Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of seventy percent (70%) of the Members if amended and/or changed during the first thirty-five (35) year period of this Declaration, and thereafter with the consent of at least fifty-five percent (55%) of the Members, and in each case such amendment shall be

evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the office of the County Clerk of Dallas County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Dallas, Texas, is specifically authorized to enforce these covenants and restrictions in accordance with (i) any applicable state or local laws or ordinances, or (ii) the applicable provisions set forth within this Declaration.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Notices to Mortgagees. Notwithstanding any provision herein to the contrary, the holder(s) of a mortgage is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/member/owner in the performance of such mortgagor's/member's/owner's obligation(s) as established by this Declaration.

Section 8. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association By-Laws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, BENT TREE JOINT VENTURE, being the Declarant herein, has caused this instrument to be executed this 28th day of August, 1979.

BENT TREE JOINT VENTURE
(a joint venture composed
of RSF Land Corporation
and First Texas Savings
and Loan Association

By Denny Holman
Denny Holman, President
of RSF Land Corporation,
the authorized representative
for Bent Tree Joint Venture

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned Notary public in and for said County and State, on this day personally appeared DENNY HOLMAN, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RSF LAND CORPORATION, for and on behalf of the BENT TREE JOINT VENTURE, and that he executed the same as the act of such corporation, for and on behalf of the BENT TREE JOINT VENTURE, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of August,



Dorothy Rhodes
Notary Public in and for Dallas County, Texas

Declarations of Covenants, Conditions
and Restrictions - Page Twenty

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Approved
 9/17/79
 Joe D. Willoughby
 Chairman

CERTIFICATE OF APPROVAL

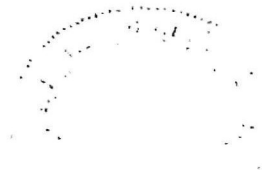
JOE D. WILLOUGHBY

Chairman of the City Plan Commission of the City of Dallas, State of Texas, hereby certify that the attached plat was duly filed for approval with the City Plan Commission of the City of Dallas on the

4 day of Aug A. D. 1979
 and same was duly approved on the 4 day of Oct A. D. 1979 by said Commission.

Joe D. Willoughby
 Chairman
 City Plan Commission
 Dallas, Texas

Attest:
Linda Dandridge
 Secretary



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



OCT 15 1979
L. E. Muddock
 COUNTY CLERK, Dallas County, Texas

79 OCT 12 PM 1:10

FILED
 L. E. Muddock
 COUNTY CLERK
 DALLAS COUNTY

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