

TO HAVE AND TO HOLD the same, together with all and singular the contract lien, mechanic's material man's, laborer's, builders and contractor's liens, right, equities, securities and interests in and to the above described real estate and the improvements now upon and to be put upon said real estate, which I have or may hereafter have by virtue of being payee in said note and the contractor for the execution of the improvements upon said real estate, as shown by the written contract aforesaid, and I hereby bind myself that said note is a first lien on said land, and that all credits to which said note is entitled appear on the back thereof, and I hereby authorize The National Loan and Investment Company, of Detroit, Michigan, to release the mechanic's Lien upon the payment of said note by duly executed release.

Witness my hand this 19th day of March, A. D. 1927.

Without recourse on me.

W. H. GARRETT,

STATE OF TEXAS

SS
COUNTY OF DALLAS:

Before me, J. E. Peery, a Notary Public in and for said County and State, on this day personally appeared W. H. Garrett known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of March,

A. D. 1927.

(LS)

J. E. Peery, Notary Public,

Dallas County, Texas.

Filed for record Mar. 19th, 1927 at 12:40 P M D. C. Whiteley County Clerk

By R. C. Jett, Deputy

Recorded Mar. 28th, 1927. D. C. Whiteley County Clerk By *[Signature]*

**GREENWAY PARKS CCR'S
"COVENANTS, CONDITIONS & RESTRICTIONS"**

29233.....

J. P. STEPHENSON ET AL :

TO: DECLARATION :

The following declaration as to the terms, stipulations and provisions of the maintenance fund of any and all installments in what is and shall hereafter be known as GREENWAY PARKS ADDITION, is hereby made by J. P. Stephenson and F. W. Drane, hereinafter referred to as Grantors, the now owners of said property, being the instrument referred to in their conveyance of lots in said installments of Greenway Parks Addition, viz:

First: On the 1st day of March of each year next succeeding the date of the dedication of each installment of Greenway Parks Addition, each lot in any installment of Greenway Parks Addition is hereby subjected to the hereinafter fixed annual maintenance charge, which shall also be an indebtedness of any owner of said lot during the period of his ownership thereof, for the purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner of each lot in connection with the charge to be paid by the respective owners of the other lots in the same installment of Greenway Parks Addition, as fixed in the respective conveyances by the grantors to the purchaser or purchasers of said lot or lots, the same to be secured by a lien upon said lot and payable to the grantors annually in advance from the

date of purchasing to the first day of March following and thereafter in advance on the 1st day of March of each year.

SECOND: The maximum annual maintenance charge shall be one cent (1c) for each ten (10) square feet of area on all lots in Blocks Nos. 8, 9, the north one-half of 10, and the south one-half of 11, in the First Installment of Greenway Parks, Addition and two cents (2c) for each ten (10) square feet of area on all other lots in said First Installment of Greenway Parks Addition, and as other Installments are platted and made a part of said Addition, by an amendment to this declaration, the annual charge on the lots therein shall be designated by the Grantors. Said annual charge may be adjusted from year to year by grantors as the needs of the property may in their judgment require, but in no event shall such charge be increased above the schedule above mentioned.

THIRD: Said annual charge shall be subordinate only to purchase money lien and to any lien placed upon said lot to secure an indebtedness for the construction of improvements thereon; but in the event of a foreclosure of such lien or liens and a sale of the property thereunder, immediately following such sale, said lot shall be subject to the annual maintenance charge already accrued and unpaid and same shall be an indebtedness owing by the purchaser at such sale and his grantess, so long as they remain owners of said lot.

FOURTH: Grantors agree to pay their proper proportion into said maintenance fund for the lots owned by them in said named Installment, on March 1st of each year, and to apply the total fund arising from said charge, as far as it may be sufficient, toward the payment of what is termed maintenance expenses, incurred for any or all of the following purposes.

For lighting, improving, and maintaining the streets, sidewalks, play parks, parks, private parks, and parkways, including all grass and planted areas within the boundaries of said streets, sidewalks and parks; for planting trees and shrubbery and the care thereof; for the care of vacant property, removing grass and weeds; for collecting and disposing of garbage, ashes, rubbish and the like; for employing policemen and watchmen; for expenses incident to the enforcement of building restrictions, conditions, obligations, reservations, rights, powers and charges; and doing any other things necessary or desirable in the opinion of the grantors, to keep the property neat and in good order, or which, in the opinion of the grantors may be of general benefit to the owners and occupants of the land included in said Installment.

FIFTH: The various Installments of the Addition known as Greenway Parks will include all of that tract of land platted and yet to be platted by Grantors, and adjacent to the Installment already platted; and as other Installments of said Greenway Parks are developed and a maintenance charge collected from said lots therein the same as the foregoing charge, then the Maintenance Fund composed of charges collected from the several owners of the several Installments shall be expended for the purposes above enumerated in all of the Installments of Greenway Parks, that are paying such maintenance charge.

SIXTH: The erection of any new building, buildings, or other structures authorized by deed of grantors as provided in such deed, or the re-erection, rebuilding, or repair of any of such structures damaged by fire or casualty, shall be pushed to completion as rapidly as possible; but should the owner leave such buildings in an incomplete condition for a period of ten months, then the said grantors shall

successors, are hereby authorized and empowered either to tear down and clear from the premises any uncompleted portion of such structure or to complete the same, at their discretion, in either event, the expense incurred shall be charged against the land and the owner thereof, and shall be a lien upon said land.

SEVENTH: It is expressly agreed that the Maintenance Fund charge referred to herein, including any expenses incurred in removing or completing any building in accordance with preceding paragraph, shall be a lien and encumbrance against the land within respect to which said charges are made; and it is expressly agreed that by the acceptance of the title of any of such lots, the owner (not including thereby the mortgagee as long as he or it is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due, during his ownership thereof. A certificate in writing signed by grantors or their agent or assigns, shall be given on demand to any owner liable for said charges, setting forth the status of such charges, which certificate shall be binding on the said grantors.

EIGHTH: By his acceptance of title, each owner shall be held to vest in the grantors, the right and power in their own name, to take and prosecute all suits, which may in the opinion of grantors be necessary or advisable for the collection of such charges.

NINTH: Violation of any of the stipulations, covenants, terms and provisions hereof, shall give grantors in addition to all other remedies, the right to enter upon the land where such violation exists, and summarily to abate same, and to remove any erection that may exist thereon contrary to the intent and provisions hereof, at the expense of the owner of said lot, and grantors shall not thereby become liable in any manner for trespass, abatement, removal, or damages occasioned thereby.

TENTH: Grantors reserve the privilege and right, at their discretion, to organize or cause to be organized a Greenway Parks Home Owners Association, and to transfer, assign and delegate to such Home Owners Association, to be composed of lot owners in said Addition, the handling of said Maintenance Fund, and the right and authority to collect such Maintenance Fund, and to do and perform all of the rights and obligations of the grantors, the Home Owners Association to adopt its own by laws and to elect its governing board or trustees.

ELEVENTH: Wherever the words "grantors" or "grantees" are used herein, they shall be understood to include and be binding upon the heirs, devisees, executors, administrators, successors, or assigns, of such grantors or grantees, respectively.

Witness our hands, this 12 day of March, 1927.

F. H. Drane,

J. P. Stephenson,

STATE OF TEXAS :
COUNTY OF DALLAS :

Before me, the undersigned authority, on this day personally appeared J. P. Stephenson and F. H. Drane, both known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and each acknowledged to me that he

executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13 day of March,

A. D. 1926.

(LS)

J. M. Allison, Notary Public,

Dallas County, Tex.

Filed for record Mar. 19th, 1927 at 12:45 PM D. C. Whiteley County Clerk

By A. E. Grugett, Deputy

Recorded Mar. 28th, 1927 D. C. Whiteley County Clerk By Denise Callahan
Deputy

29281.....

JACOB YONACK ET UX : STATE OF TEXAS :
TO: GENERAL WARRANTY DEED : KNOW ALL MEN BY THESE PRESENTS:
GEO. A. DEFRESE : COUNTY OF DALLAS:

That we, Jacob Yonack and wife, Pauline Yonack, of Dallas, County, Texas, for and in consideration of the sum of Twenty One Hundred and no/100 Dollars (\$2100.00) paid by Geo. A. DeFrese, a single man, as follows:

FIVE HUNDRED AND NO/100 (\$500.00) Dollars cash to us in hand paid by the said Geo. A. DeFrese, the receipt of which is hereby fully acknowledged; and The execution and delivery by the said Geo. A. DeFrese, a single man of his one certain promissory note of even date herewith in the principal sum of Sixteen Hundred and no/100 (\$1600.00) Dollars payable to the order of Jacob Yonack in monthly installments of \$36.00 each, the first installment being due and payable on or before June 1st, 1927, and one installment being due and payable on or before the like day of each and every calendar month thereafter until said note is fully paid and satisfied, bearing interest thereon from date at the rate of eight per cent per annum, payable monthly with each installment on the unpaid balance of the principal as it accrues. The payment of said note being secured by Vendor's Lien herein and hereby retained and further secured by Deed of Trust of even date herewith to William T. Sargeant, Trustee.

Have Granted, Bargained, sold and conveyed and do hereby grant, bargain sell and convey unto the said Geo. A. DeFrese, a single man, of the County of Dallas, State of Texas, all of the following described property, lying and being situated in the City and County of Dallas, State of Texas, more fully described as follows:

BEING Lot Number Twenty One (21) in Block Number Sixteen (16) of LAKEWOOD HEIGHTS, an Addition to the City of Dallas, Texas;

TO HAVE AND TO HOLD the hereinbefore described property and premises together with all and singular the rights and appurtenances thereto belonging or appertaining unto the said Geo. A. DeFrese, his heirs and assigns forever; and we do hereby bind and obligate ourselves and our heirs, executors and administrators to Warrant and forever defend the title to said property and premises unto the said Geo. A. DeFrese, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee herein assumes the full payment of all taxes for the year 1927.

EXECUTED this the 15th day of March 1927.

JACOB YONACK,
MRS PAULINE YONACK

TRACED South 75° 28' East 293.2 feet to the place of beginning;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Fred Asler his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said Fred Asler, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading when this deed shall become absolute.

WITNESS our hands at Dallas, Texas this 5th day of June A. D. 1943.

Carlos A. Rush
Marie Rush

\$4.40 Revenue Stamps Cancelled

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Carlos A. Rush and Marie Rush his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marie Rush, wife of the said Carlos A. Rush having been examined by me privily and apart from her husband and having the same fully explained to her she the said Marie Rush acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 5th day of June A. D. 1943.

Bertha Williams

(L. S.)

Notary Public Dallas County, Texas

FILED FOR RECORD JUNE 16, 1943 at 4:35 P. M. ED H. STEGER COUNTY CLERK

BY... E. GRUGETT... DEPUTY

RECORDED JULY 10, 1943 ED H. STEGER COUNTY CLERK BY

E. Grugett
DEPUTY

Greenway Pks CCR's

37907-25.75

SAXET APARTMENT CO. ET AL

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

TO: BUILDING AND USE RESTRICTIONS

COUNTY OF DALLAS

THE PUBLIC

EXHIBIT "A"

TO THE PUBLIC

THAT WHEREAS on or about the 15th day of December 1941, Hugh Albert Drane, Individually and as successor trustee of the Estate of Florence Adella Drane, Deceased by Warranty Deed conveyed certain lots, tracts and parcels of land in Greenway Parks Addition to the City of Dallas, described in said deed to Saxet Apartment Company which said deed is recorded in Volume 2319 Page 642 Deed Records of Dallas County, Texas, reference to which is here made and

WHEREAS, Reserve Loan Life Insurance Company of Texas, a private Corporation and Atlantic Life Insurance Company, a private Corporation, have acquired some of said lots, tracts and parcels of land; and

WHEREAS, plats of said Greenway Parks Addition have heretofore been filed for record among the Map Records of Dallas County, Texas, the original plat thereof being

in Volume 4, Page 173 of said Map Records and a revised section plat being filed of record in Volume 4, Page 270 and

WHEREAS, Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas and Atlantic Life Insurance Company, respectively are desirous of filing of record certain general building and use restrictions, conditions and covenants, applicable to any such tracts or parcels of land in Greenway Parks Addition to the City of Dallas, Texas, presently owned by the said Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas, and Atlantic Life Insurance Company, respectively and acquired through the aforesaid deed from Hugh Albert Drane;

I.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the said Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas and Atlantic Life Insurance Company do hereby contract with each other and with their subsequent assignees and subsequent vendees of any of the lots, tracts or parcels of land now owned by them, respectively in Greenway Parks Addition and acquired through the aforesaid deed from Hugh Albert Drane, that the hereinafter general use restrictions, covenants and conditions shall apply to and be covenants running with the land as to any of the lots, tracts or parcels of land presently owned by any of the undersigned in Greenway Parks Addition and that such restrictions, conditions and covenants as to use of said lands shall by appropriate wording be included in all contracts, deeds and conveyances hereafter made for the sale of any of the lots, tracts or parcels of land belonging to the undersigned or any of them in the Greenway Parks Addition aforesaid and said use restrictions and covenants shall be binding upon the undersigned, their successors and assigns, and upon any purchaser and his devisees, executors, administrators or assigns and shall inure to the benefit of all the purchasers in said Addition. By the term "grantor" as used herein is meant Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas or Atlantic Life Insurance Company, respectively as the case may be and their successors and assigns, respectively. The use restrictions, conditions, stipulations and covenants hereby made applicable to the lots, tracts or parcels of land now owned by the undersigned, respectively in Greenway Parks Addition aforesaid are as follows to-wit:

- (1) Each lot shall have a frontage of not less than sixty (60) lineal feet.
- (2) The lots in Greenway Parks Addition shall not be used for business purposes and the structures erected on any lot in said Addition shall be used for private dwelling purposes only by one family only and by white persons only, provided that nothing in this restriction shall prevent the erection of necessary and customary outhouses, garages and service quarters to be used or occupied in connection with the main dwelling house, whether attached thereto or not, nor shall this restriction be construed to exclude bona fide domestic servants of any race while actually employed on the premises.
- (3) The main dwelling erected on any lot shall front the front of the lot as shown by the recorded plat of said Addition, it being provided that in those blocks where the plat shows an area marked "private park" running through the block, the lot shall be deemed to front the area marked "private park."
- (4) No dwelling house or outhouse shall be erected on any lot excepting in accordance with plans and specifications which shall first be filed in the office of Saxet Apartment Company or its successors and approved by it in writing or by a commission appointed by it for such purpose, and the exterior construction of any such dwelling house shall be of the following materials only to-wit: brick, (solid or veneer), tile, veneer, approved stucco, or other similar and equally good types of materials approved by Saxet Apartment Company. Garages and service quarters shall be constructed

of the same materials and designs as the main dwelling. The roof of any such dwelling or outhouse shall be of slate, tile, or other fireproof or fire resistive material. It is understood and agreed that the purpose of these requirements is to cause this Addition to develop into a beautiful, harmonious, private residence section.

(5) Any main dwelling house to be erected in the following described area of Greenway Parks Addition may be one or more stories in height as the owner of such dwelling may elect to-wit: Commencing at the Southeast corner of Lot 16, Block 12 as shown by Map or Plat of Greenway Parks Addition recorded in Volume 4, Page 173 Map Records of Dallas County, Texas and Revised Section Plat Volume 4, Page 270,

THENCE Northerly along the East boundary line of said Lot 16, Block 12 to the Northeast corner of said lot;

THENCE Northeasterly across the Private Park to the Southeast corner of Lot 5, Block 12;

THENCE Northerly along the East line of said lot to the Northeast corner of said Lot 5, Block 12;

THENCE Northwesterly across Montrose Drive to the Southeast corner of Lot 19 Block 13;

THENCE Northerly along the East line of said lot to the Northeast corner of said Lot 19, Block 13;

THENCE Northeasterly across the Private Park to the Southeast corner of Lot 7, Block 13;

THENCE Northerly along the East line of Lot 7 Block 13 to the Northeast corner of said Lot 7, Block 13;

THENCE Northeasterly across Waneta Drive to a point in the North line of Waneta Drive which said point is 16 feet West of the Southeast corner of Lot 22, Block 14;

THENCE Northerly and approximately parallel with the East line of Lot 22, Block 14 to a point in the South line of the Private Park running through said Block 14, which said point is 17 feet West of the Northeast corner of Lot 22, Block 14;

THENCE Northwesterly across the Private Park running through Block 14 to a point on the North line of said Private Park, which point is 34 feet West of the Southeast corner of Lot 8, Block 14;

THENCE Northerly and approximately parallel with the East line of Lot 8, Block 14 to a point in the South line of Nokoma Drive, which point is 36 feet West of the Northeast corner of Lot 8, Block 14 and in the North line of said Lot 8, Block 14;

THENCE Northeasterly across Nokoma Drive to a point in the North line of Nokoma Drive which is also the South line of Block 15 which said point is 515 feet East of the East line of Inwood Road;

THENCE Northerly and approximately parallel with Inwood Road across Blocks 15, 16, 17 and a part of Block 18, a distance of 1512 feet to a point which point is 515 feet East of the East line of Inwood Road and 205 feet South of the North line of Block 18;

THENCE in a West direction a distance of 518 feet to a point in the East line of Inwood Road, which said point is 1472.5 feet more or less, North of the North line of Nakoma Drive;

THENCE South along the East line of Inwood Road to the Southwest corner of Block 12 at the intersection of the North line of Mockingbird Lane with the East line of Inwood Road;

THENCE East along the South line of Block 12 to the Southeast corner of Lot 16, Block 12, the point of beginning.

The main dwelling houses to be erected on any lot or tract of land in this

Parks Addition as shown by the aforesaid plats, outside of the foregoing last described bounded area shall be at least two (2) stories in height.

(6) The enclosed portion of dwelling house or porches, open or closed or outhouses shall not be erected on any lot as the same is described or designated in the deed conveying the same at a point nearer than forty (40) feet to the curb line of the street on which the lot faces, as shown by the Plat of the Block in which said lot is located and not nearer than five (5) feet to the side lines of said lot, provided if said lot shall have frontage on a "private park" said improvements shall not be nearer than twenty five (25) feet to the park line of said lot and not nearer to the curb line of the street to the rear of said lot than forty seven (47) feet and if same be a corner lot, not nearer than twenty (20) feet to the property line of the side street. It is expressly provided, however that in all events, the grantor reserves the right to change or alter in writing the set-back restrictions in any area where grantor deems a greater or lesser set-back of the building line from the street to be desirable in the harmonious development of the area. Such change or alteration in the set-back line may be accomplished by simply inserting the set-back distance in the deed to any such lot by grantor.

(7) Driveway entrances shall be only from the street on which the lot described in the deed conveying same faces, as per Plat thereof providing as to lots facing "private parks", the driveway entrance shall be from the street in the rear only of said lots.

(8) All fences shall be of metal or masonry construction or of ornamental type to be approved by Saxet Apartment Company in writing. No fence shall be built on any lot nearer than the set-back building line from the street or the park line if said lot fronts a "private park" and in cases of corner lots, no fence shall be built nearer than twenty (20) feet of the side street and no fence shall ever be constructed in height more than five (5) feet.

(9) No structure or fence shall be erected on or over the "reservation strip" as shown on the Plat of this Addition or any Revised Section Plat thereof and access to said "reservation strip" for any of the purposes enumerated on said Plat (or revised section plat) or in the dedication of said Plat, is hereby approved.

(10) Saxet Apartment Company as to any lot, tract or parcel of land in Greenway Parks Addition owned by it, reserved the exclusive right in any conveyance hereafter made by it of any such lot, tract or parcel of land to fix in the Deed conveying the same a maintenance charge for the purposes referred to in that certain instrument creating a maintenance fund executed by F. N. Drane and J. P. Stephenson dated March 12th, 1927, recorded Volume 1390, Page 616 Deed Records Dallas County, Texas which instrument is here adopted by reference and is made a part hereof as if incorporated herein in full detail and Reserve Loan Life Insurance Company of Texas as to any lot, tract or parcel of land owned by it in this Addition likewise reserves the exclusive right in any conveyance hereafter made by it of any such lot, tract or parcel of land to fix in the deed conveying the same a maintenance charge for the purposes referred to in the aforesaid instrument executed by F. N. Drane and J. P. Stephenson and likewise, Atlantic Life Insurance Company as to any lot, tract or parcel of land owned by it in Greenway Parks Addition, reserves the exclusive right in any conveyance hereafter made by it of any such lot, tract or parcel of land to fix in the deed conveying the same a maintenance charge for the purposes referred to in the aforesaid instrument executed by F. N. Drane and J. P. Stephenson.

(11) The owners of fee simple titles of not less than two-thirds of the lots in the Block of Greenway Parks b. which said lots are a part as such lots may be designated in the deeds from the original grantor, may change, alter or abolish all or any

2/3
of
lots

part of these stipulations, restrictions, conditions, covenants and charges herein contained as herein provided and only as herein provided at any time within one (1) year prior to twenty (20) years from the 1st day of October 1926, and within one (1) year of every recurrent period of fifteen (15) years thereafter. In case said restrictions, stipulations, conditions, covenants and charges are abolished, altered or changed, the same shall not be effective for five (5) years after the respective periods hereinabove mentioned. In case said restrictions, stipulations, conditions, covenants and charges are abolished at any of said times, the same shall terminate and be of no further force or effect and can only be revived by the unanimous agreement of the lot owners in said installment. In case same are altered or changes, the same as so altered or changed shall have the same force and effect as these original stipulations, restrictions, conditions and charges, and said stipulations, restrictions, conditions, covenants and charges, either original or as changed or altered shall remain in full force and effect until abolished or amended as herein provided. Any such action of the lot owners shall be evidenced by a written instrument, duly executed and acknowledged by them, and recorded in the Deed Records of Dallas County, Texas each owner having one vote for each lot owned by him or her.

(12) Upon the breach of any of the foregoing restrictions, stipulations, conditions, covenants and charges as to any such lot, said lot and improvements thereon shall immediately revert to and vest in Saxet Apartment Company or any Corporation or person to which or to whom it shall grant such reversion and it or its successors or assigns shall be entitled to immediate possession of said premises, provided, however that before said reversion shall become effective, Saxet Apartment Company or the Corporation or person to which or to whom said right of reversion shall be granted, shall give written notice by registered mail addressed to the then record owner of said lot, notifying him or her of such breach and such owner shall have sixty (60) days from the date of said notice to correct that which constitutes said breach and if said correction is not made within said period of sixty (60) days from the date of said notice, then said reversion shall become effective, provided further that such reversion shall not affect any mortgage or other lien which in good faith may be existent upon said property or any improvements thereon.

II

Nothing in this instrument shall be construed as amending, revising, revoking or rescinding any restrictions, stipulations, covenants or charges contained in any deed wherein and whereby either of the grantors or their predecessors in title have heretofore conveyed any lot, tract, block or parcel of land described or referred to in the Plat or Map of Greenway Parks Addition recorded in Volume 4, Page 270 Map Records of Dallas County, Texas or any revised section Plat thereof above referred to.

Nothing herein shall prevent either of the grantors or their assigns respectively from putting further or additional restrictions, covenants or conditions as to use or other matters pertaining to said lands in any deed hereafter executed provided such further or additional restrictions, covenants or conditions are not in conflict herewith.

Nothing herein shall be construed to prohibit the maintenance of and use by Saxet Apartment Company and its successors and assigns for administrative purposes, the field office presently situated on Park B as shown on Plat of Greenway Parks Addition, Volume 4, Page 173, Plat Records, Dallas County, Texas.

Witness our hands this 11th day of January 1943.

Saxet Apartment Company
By O. C. Kelly, President

ATTEST: Louise Timmerman, Secretary
(C. S.)

1945
1960
1975
1990
Oct 2005

Oct 1946
1961
1976
1991
Oct 2006

ATTEST: H. J. Woodbury, Secretary
(C. S.)

Reserve Loan Life Insurance Company
By W. T. O'Donohue, President

ATTEST: A. B. Scott (A. B. Scott)
Secretary
(C. S.)

Atlantic Life Insurance Company
By C. A. Hunter, Vice President

Approved B. J. Wynne

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority on this day personally appeared O. C. Kelly President of Saxet Apartment Company, a Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Saxet Apartment Company and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed in the capacity therein stated.

Given under my hand and seal of office this 11th day of January 1943.

Jack F. Griffin

(L. S.) Notary Public Dallas County, Texas
My Commission Expires June 1, 1943

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared W. T. O'Donohue, President of Reserve Loan Life Insurance Company of Texas, a Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Reserve Loan Life Insurance Company of Texas and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 11th day of January 1943.

Jack F. Griffin

(L. S.) Notary Public Dallas County, Texas
My Commission Expires June 1, 1943

THE STATE OF VA.
CITY OF RICHMOND

BEFORE ME, the undersigned authority on this day personally appeared C. A. Hunter Vice President of Atlantic Life Insurance Company, a Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Atlantic Life Insurance Company and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 5 day of February 1943.

H. Ernest Owen

(L. S.) Notary Public
My Commission Expires April 17th, 1943

CERTIFIED COPY OF RESOLUTION

Mr. Hunter presented a certain contract dated January 11, 1943, placing use and building restrictions on lots in Greenway Parks Addition, Dallas, Texas, which is referred to in the following preambles and resolutions as Exhibit A. After consideration and discussion thereof the following preambles and resolutions were unanimously adopted:

WHEREAS, Atlantic Life Insurance Company, Saxet Apartment Company, and Reserve

Loan Life Insurance Company of Texas are the owners separately and respectively of certain lots as shown by the Deed Records of Dallas County, Texas in Greenway Parks Addition to the City of Dallas, Dallas County, Texas and

"WHEREAS, said Addition is a highly restricted residence district and there has heretofore been placed by prior owners of said Addition as well as by Saxet Apartment Company, certain building and use restrictions in the various deeds to lots in said Addition and

"WHEREAS, it is deemed advisable and appropriate that an instrument be filed of record setting forth in general certain use and building restrictions so that a substantially uniform set of restrictions will be of record applicable to all Lots and tracts of land hereafter sold in said Addition by Atlantic Life Insurance Company and

"WHEREAS, Reserve Loan Life Insurance Company of Texas and Saxet Apartment Company are likewise desirous of executing and joining in said instrument placing building and use restrictions on the properties in said Addition

"NOW, THEREFORE BE IT RESOLVED That any Vice President and the Secretary of Atlantic Life Insurance Company be and they hereby are authorized and directed to execute on behalf of Atlantic Life Insurance Company the contract of date January 11th, 1943, marked Exhibit A, between Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas and Atlantic Life Insurance Company, placing use and building restrictions on lots and tracts of land in Greenway Parks Addition to the City of Dallas, Texas and

"BE IT FURTHER RESOLVED That Whereas, C. A. Hunter, Vice President, and A. B. Scott, Secretary were heretofore duly authorized and did execute the aforesaid contract of January 11th, 1943 between Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas and Atlantic Life Insurance Company, marked Exhibit A aforesaid and acknowledged the same on the 5th day of February, 1943, Now, Therefore, Atlantic Life Insurance Company does hereby adopt, ratify and confirm the execution of the aforesaid contract marked Exhibit A by said officers and does authorize and direct the proper recording of such instrument."

I, A. B. Scott, Secretary of Atlantic Life Insurance Company do hereby certify that the above and foregoing is a full, true and correct extract from the minutes of a duly called meeting of the Board of Directors of Atlantic Life Insurance Company held in Richmond, Virginia on the 8th day of April 1943 at which meeting a quorum was present and I do further certify that said resolution had in no way been modified, amended or repealed and I do further certify that C. A. Hunter is a duly elected and acting Vice President and A. B. Scott is the duly elected and acting Secretary of Atlantic Life Insurance Company.

(C. S.)

A. B. Scott, Secretary

STATE OF VIRGINIA

CITY OF RICHMOND, TO-WIT:

On this 13th day of April, 1943, personally appeared before me, the undersigned authority, a Notary Public in and for said City and State, A. B. Scott, Secretary of Atlantic Life Insurance Company to me known to be the person and officer who signed the within and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and for and on behalf of said Corporation.

Witness my hand and notarial seal the day and year last above written.

H. Ernest Owen, Notary Public in and for

the City of Richmond, in the State of Virginia whose commission expires on the 17th day of April, 1943.

(L. S.)

CERTIFIED COPY OF RESOLUTION

WHEREAS Saxet Apartment Company, Atlantic Life Insurance Company and Reserve

5 TU P. 1346

Loan Life Insurance Company of Texas are the owners separately and respectively of sundry lots and blocks as shown by Deed Records of Dallas County, Texas in Greenway Parks Addition to the City of Dallas and

WHEREAS, said Addition is a highly restricted residence district and there has heretofore been placed by prior owners of said Addition as well as by Saret Apartment Company certain building and use restrictions in the various deeds to lots in said Addition and

WHEREAS, it is deemed advisable and appropriate that an instrument be filed of record setting forth in general certain use and building restrictions so that a substantially uniform set of restrictions will be of record applicable to all lots and tracts of land hereafter sold in said Addition by Saret Apartment Company and

WHEREAS, Atlantic Life Insurance Company and Reserve Loan Life Insurance Company of Texas are likewise desirous of executing and joining in said instrument placing building and use restrictions on the properties in said Addition.

NOW THEREFORE, BE IT RESOLVED: THAT the President or a Vice President of Reserve Loan Life Insurance Company of Texas be and he is hereby authorized and directed to execute on behalf of Reserve Loan Life Insurance Company of Texas the attached contract of date the 11th day of January 1943, marked "Exhibit A" between Saret Apartment Company, Reserve Loan Life Insurance Company of Texas and Atlantic Life Insurance Company and their subsequent assignees and vendees of lots or tracts of land in said Greenway Parks Addition placing use and building restrictions on said lots and tracts and

IT IS FURTHER RESOLVED: THAT The Secretary or an Assistant Secretary of the Company be and he is authorized and directed to attest the attached contract with the seal of the Corporation and

IT IS FURTHER RESOLVED: THAT the aforesaid officers of this Corporation be authorized to cause said contract to be properly recorded upon the Deed Records of Dallas County, Texas.

I, H. G. Woodbury, Secretary of Reserve Loan Life Insurance Company of Texas do hereby certify that the above and foregoing is a full, true and correct copy of a Resolution adopted by the Board of Directors at a regular meeting duly called and held in Dallas, Texas January 18, 1943.

I further certify that said Resolution has in no way been modified, amended or repealed.

H. G. Woodbury

(C. S.)

STATE OF TEXAS SS:
COUNTY OF DALLAS

On this 16 day of January 1943, personally appeared before me, the undersigned authority a Notary Public in and for said County and State, H. G. Woodbury, Secretary of Reserve Loan Life Insurance Company of Texas to me known to be the person and officer who signed the within and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated in the capacity stated and for and on behalf of said Corporation.

WITNESS my hand and notarial seal the day and year last above written.

(L. S.)

Jack F. Griffin

My Commission Expires June 1, 1943 Notary Public Dallas County, Texas

CERTIFIED COPY OF RESOLUTION

WHEREAS, Saret Apartment Company, Atlantic Life Insurance Company, and Reserve Loan Life Insurance Company of Texas are the owners separately and respectively of sundry lots and blocks as shown by the Deed Records of Dallas County, Texas in Greenway Parks Addition

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to the City of Dallas and

WHEREAS, said Addition is highly restricted residence district and there has heretofore been placed by prior owners of said Addition as well as by Saxet Apartment Company certain building and use restrictions in the various deeds to lots in said Addition and

WHEREAS it is deemed advisable and appropriate that an instrument be filed of record setting forth in general certain use and building restrictions so that a substantially uniform set of restrictions will be of record applicable to all lots and tracts of land hereafter sold in said Addition by Saxet Apartment Company and

WHEREAS, Atlantic Life Insurance Company and Reserve Loan Life Insurance Company of Texas are likewise desirous of executing and joining in said instrument placing building and use restrictions on the properties in said Addition.

NOW THEREFORE BE IT RESOLVED: That the President of Saxet Apartment Company be and he is hereby authorized and directed to execute on behalf of Saxet Apartment Company the attached contract of even date herewith, marked "Exhibit A" between Saxet Apartment Company, Reserve Loan Life Insurance Company of Texas and Atlantic Life Insurance Company and their subsequent assignees and vendees of Lots or tracts of land in said Greenway Parke Addition placing use and building restrictions on said lots and tracts and

BE IT FURTHER RESOLVED: That the Secretary of Saxet Apartment Company be and she is authorized and directed to attest and attach contract with the seal of the Corporation and

BE IT FURTHER RESOLVED: That the aforesaid officers of this Corporation be authorized to cause said contract to be properly recorded upon the Deed Records of Dallas County, Texas.

The above and foregoing is a true and correct copy of a Resolution passed at the aforesaid meeting and transcribed on the Minutes of Directors Meetings of the Saxet Apartment Company.

Witness my hand this 11th day of January 1943.

(C. S.)

Louise Timmerman

Secretary, Saxet Apartment Company

STATE OF TEXAS
COUNTY OF DALLAS

SS:

BEFORE ME, the undersigned authority, on this day personally appeared Louise Timmerman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN under my hand and seal of office this the 25 day of Februar 1943.

Jack F. Griffin

(L. S.)

Notary Public Dallas County, Texas

My Commission Expires June 1, 1943

FILED FOR RECORD JUNE 17, 1943 at 9:55 A. M. ED H. STEGER COUNTY CLERK

BY...A. E. GRUGETT...DEPUTY

RECORDED JULY 10, 1943 ED H. STEGER COUNTY CLERK BY

Ervin Anderson
DEPUTY

STAMP 12/4

11045-9.75 Void... See Volume 2417, Page 1.
CLAY H. MINES ET UX THE STATE OF TEXAS

TO: CONVEYANCE OF LEASEHOLD ESTATE COUNTY OF DALLAS
LE...PHILLIPS ET UX

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, on the 9th day of Sept. 1941 Minnie Bowles et al did execute to Clay H.

141

THE STATE OF TEXAS |
COUNTY OF DALLAS

116546..\$1.75

The undersigned, as owners of the following described property situated in Dallas County, Texas, being: Lot 16, Blk. 8/49th, Greenway Parks Addition, City of Dallas, Deed filed 7-15-54, Volume 4072 page 567

for a valuable consideration, of which we acknowledge receipt, do grant to Greenway Parks Home Owners Association, a Charitable Texas Corporation, and its successors, an option with respect to said property which will be binding on us, our heirs, executors, administrators and assigns as follows:

Should we decide to sell, rent, lease, permit a change of occupancy or otherwise dispose of our property, the association shall have an option to buy, rent, or lease our property on the same terms as to price which appear in a good-faith contract of sale, or agreement to rent, or lease, or for the reasonable market value thereof, if other disposition is contemplated. The foregoing option shall not apply and the Association shall have no rights or option in respect to (a) bona fide gifts of such property to a spouse or other members of the family, or (b) transfers of or succession to such property by will or as the result of intestacy, but the option shall apply to the said property in the hands of any such successor to the title.

A copy of the sales contract, lease, or letter explaining the agreement to rent or otherwise dispose of our property, or a letter advising of the default in a loan which might be secured by our property, or of notice of threatened foreclosure shall be delivered by us to one of the officers of the association, immediately, at the residence of said officer, and we will advise the association at that time of the address to which we wish it to give us its notice of election to exercise or to waive its option rights. Should the default giving rise to threat of foreclosure be eliminated our obligation to notify the association as to said default will cease.

If the information which we deliver to the association is not considered by it as sufficient to enable it to determine whether to exercise or waive its option, we will, on request, give it all the additional information with respect to our sale or other disposition of the property which is available to us.

The association agrees to notify us in writing at the address which we have given it of its election to exercise or waive its option rights within five days from the time of delivery by us to its officer of the notice. Silence on the part of the association after five days shall constitute its waiver of the option, but the option granted hereby shall survive any waiver and every succeeding contract, proposal to lease, rent, dispose of or threat of foreclosure shall give rise to the above option rights of the association.

Should the association elect to exercise its option to buy our property we agree to give it our general warranty deed properly conveying the property and to furnish evidence that we have good title subject only to mortgages and easements, if any, and to restrictive covenants of record. The association shall receive title subject to the foregoing and a condition to the effect that an option identical with this instrument shall be reserved to the association in connection with any resale of the property, with the unrestricted right to resell, rent, lease or otherwise dispose of the property on any terms it deems desirable.

This agreement and option shall be binding upon us, and upon our property, our heirs, executors, administrators and assigns for a period of twenty-five years from January 1, 1960, and may be cancelled or extended beyond said date at any time by agreement in writing signed and acknowledged by the owners of two-thirds of the parcels of land now being subjected to this agreement and option by us and other owners in Greenway Parks Addition.

Should any part of this agreement be deemed invalid by any Court the remainder shall remain effective.

All rights and options herein granted of whatever character and whenever and however arising are hereby expressly subordinated and made subject and inferior to any mortgage or deed of trust, present or future, covering the above described property, or any part thereof, and all rights or liens arising under any such mortgage or deed of trust, and nothing herein contained shall be construed to impose on any present or future lien holder, as a condition to the exercise of any right under any such mortgage or deed of trust (including the right of foreclosure), the duty of giving to the association any notice of any kind or of making the association a party to any suit brought to foreclose or enforce such mortgage or deed of trust but the undersigned agree to give the association notice of any pending or threatened foreclosure of any such mortgage or deed of trust.

EXECUTED this the 11 day of Nov, 1960.

GREENWAY PARKS HOME OWNERS ASSOCIATION

By [Signature]

ATTEST: [Signature]
Secretary

[Signature]
[Signature]

Hugh P. Campbell
Clara L. Campbell

5357

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF Dallas)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared High R. Campbell whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of March A.D. 1960
(L.S.) Sidney G. Pritchard Dallas
Notary Public in and for Dallas County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF Dallas)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Olivia L. Campbell, wife of High R. Campbell, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Olivia L. Campbell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of March A.D. 1960
(L.S.) Sidney G. Pritchard Dallas
Notary Public in and for Dallas County, Texas

Filed for Record on the 20 day of June A.D. 1960 at 2:15 o'clock P.M.
Duly Recorded this the 29 day of June A.D. 1960 at — o'clock M.
Instrument No. 116546 ED. H. STEGER, County Clerk
Dallas County, Texas
By [Signature] Deputy

Aileen Thomas
THE STATE OF TEXAS |
COUNTY OF DALLAS |
116547..\$1.75
The undersigned, as owners of the following described property situated in Dallas County, Texas, being: Lot A, Block 8/4944, Greenway Parks Addition, City of Dallas. deed recorded 3-29-54, Volume 4011, page 335
for a valuable consideration, of which we acknowledge receipt, do grant to Greenway Parks Home Owners Association, a Charitable Texas Corporation, and its successors, an option with respect to said property which will be binding on us, our heirs, executors, administrators and assigns as follows:
Should we decide to sell, rent, lease, permit a change of occupancy or otherwise dispose of our property, the association shall have an option to buy, rent, or lease our property on the same terms as to price which appear in a good-faith contract of sale, or agreement to rent, or lease, or for the reasonable market value thereof, if other disposition is contemplated. The foregoing option shall not apply and the Association shall have no rights or option in respect to (a) bona fide gifts of such property to a spouse or other members of the family, or (b) transfers of or succession to such property by will or as the result of intestacy, but the option shall apply to the said property in the hands of any such successor to the title.
A copy of the sales contract, lease, or letter explaining the agreement to rent or otherwise dispose of our property, or a letter advising of the default in a loan which might be secured by our property, or of notice of threatened foreclosure shall be delivered by us to one of the officers of the association, immediately, at the residence of said officer, and we will advise the association at that time of the address to which we wish it to give us its notice of election to exercise or to waive its option rights. Should the default giving rise to threat of foreclosure be eliminated, our obligation to notify the association as to said default will cease.
If the information which we deliver to the association is not considered by it as sufficient to enable it to determine whether to exercise or waive its option, we will, on request, give it all the additional information with respect to our sale or other disposition of the property which is available to us.

Declaration of Increase of Maintenance Charge Covering Greenway Parks Addition

December 11, 1991

9231

16.
10.08 DEED
2 1 12/24/91

where?

WHEREAS, in accordance with the October 1, 1976, amendment to the recorded Greenway Parks deed restrictions recorded in Volume 2413, p. 507 et seq., of the Deed Records, Dallas County, Texas, the Greenway Parks Home Owners Association was authorized during 1991 to increase the maintenance charge for subsequent years subject to the recorded deed restrictions; and

WHEREAS, at a special meeting of the said Association on December 11, 1991, more than two-thirds of the members of the Association voted to increase the maintenance charges for subsequent years by adopting in full the Resolution set forth hereafter:

RESOLUTION

In accordance with the October 1, 1976, amendment to the recorded Greenway Parks deed restrictions recorded in Volume 2413, p. 507 et seq., of the Deed Records, Dallas County, Texas, the Greenway Parks Home Owners Association was authorized during 1991 to increase the maintenance charge for subsequent years subject to the recorded deed restrictions. Accordingly, it is hereby resolved that such maintenance charges be assessed and collected in accordance with the following schedule and terms, effective January 1, 1992:

- | <u>1. Each Ten (10) Square Feet of Area on All Lots in Block Nos.</u> | <u>Is Assessed Annually a Maintenance Charge of</u> |
|---|---|
| 1,2,3,4,12,13,14 & 15 | \$ 0.243 (24.3 cents) |
| 5,6,7,16,17,18, the south 1/2 of 10, and the north 1/2 of 11 | \$ 0.189 (18.9 cents) |
| 8,9, the north 1/2 of 10, and the south 1/2 of 11 | \$ 0.1215 (12.15 cents) |
2. In addition to the annual fees set forth in the foregoing paragraph, each lot owner shall be assessed and shall pay an additional annual fee of \$100, which shall become a part of the fee schedule.

1.
HERE

3. The fee schedule set forth in this resolution shall not be subject to be increased until January 1, 1997, except that the Board of Directors of the Association shall continue to implement the cost of living adjustments set out in the 1976 amendment to the recorded deed restrictions and such authority shall remain in full force and effect for each calendar year commencing January 1, 1992.
4. The Board of Directors of the Association may increase, in the aggregate, the fee schedule in effect as of December 31, 1996, at any time during the five year period from January 1, 1997 through December 31, 2001; provided, however, that such aggregate increase shall not exceed 20% of the fee schedule in effect at December 31, 1996.
5. The Board of Directors of the Association may increase, in the aggregate, the fee schedule in effect as of December 31, 2001, at any time during the five year period from January 1, 2002, through December 31, 2006; provided, however, that such aggregate increase shall not exceed 20% of the fee schedule in effect at December 31, 2001.
6. In the event any individual Greenway Parks lot owner is 73 years old as of January 1, 1992, that person will have the privilege of continuing to pay annual assessment at the current 1991 rate applicable to his or her property plus \$100. Any Greenway Parks lot owner who reaches his or her 73rd birthday after January 1, 1992 will be granted the privilege of continuing to pay annual assessment at the then current fee schedule rate applicable to his or her property as of the year in which such 73rd birthday occurs.
7. Except as hereby resolved and adopted all previously recorded restrictions shall continue in full force and effect.

NOW, THEREFORE, in my capacity as president of the Greenway Parks Homeowners Association, I do hereby certify and declare that the Resolution set forth above was adopted by a vote of at least two-thirds of the members of the Association at a special meeting of the members of the Association on December 11, 1991, pursuant to the power and authority granted to the members by the October 1, 1976, amendment to the said Restrictions Covering Greenway Parks Addition, dated January 11, 1943, and recorded in Volume 2413, page 507, of the Deed Records of Dallas County, Texas, and the Declaration by J.P. Stephenson, et al., dated March 12, 1927, and recorded in Volume 1390, page 616, Deed Records of Dallas County, Texas.

WITNESS my hand this 19th day of December, 1991.

[Signature]
Harry D. Crutcher, III
President
Greenway Parks Homeowners Association

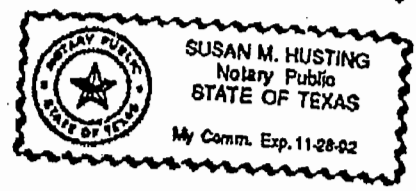
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Harry D. Crutcher III, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Greenway Parks Homeowners Association, and that he executed the same as the act of such Association, and that he executed the same as the act of such Association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of December, 1991.

[Signature]
Notary Public for the State of Texas

My Commission Expires:



Michael Lowenberg
4100 West City Center
1700 Pacific Ave.
Dallas 75201

FILED
Earl Boat
COUNTY CLERK
60:6 W 12 300 16
AM 9:09

191

COUNTY CLERK, Dallas County, Texas

Earl Boat



DEC 24 1991

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
COUNTY OF DALLAS
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the record records of Dallas County, Texas as stamped herein by me.

91249 1999

RESTRICTIONS

DEED RECORD

AMENDMENT OF RESTRICTIONS
COVERING GREENWAY PARKS ADDITION

October 1, 1976

1. Pursuant to paragraph (11) of the Restrictions Covering Greenway Parks Addition (the "Restrictions"), recorded in Volume 2413, Page 507, of the Deed Records, Dallas County, Texas, the owners of fee simple title to not less than two-thirds of the lots in the installment of Greenway Parks of which said lots are a part hereby alter and amend paragraph (10) of the restrictions and that certain instrument creating a maintenance fund executed by P. N. Drane and J. P. Stephenson dated March 12, 1927, recorded in Volume 1390, Page 616, Deed Records, Dallas County, Texas, which instrument has been adopted by reference and made a part of the restrictions by incorporation therein, to read as follows:

"(10) (a) Until 1982, there shall be no change in the annual maintenance charge. Commencing March 1, 1982, and as of March 1 of each year thereafter, each lot in Greenway Parks Addition is hereby subjected to and assessed as of March 1 of each year the following annual maintenance charge multiplied by the change in the Consumer Price Index after January 1, 1976, as hereinafter set forth:

<u>Each Ten (10) Square Feet of Area on All Lots in Blocks Nos.</u>	<u>Is Assessed Annually a Maintenance Charge of</u>
1, 2, 3, 4, 12, 13, 14 and 15	\$ 0.08 (eight cents)
5, 6, 7, 16, 17, 18, the south one-half of 10, and the north one-half of 11	0.06 (six cents)
8, 9, the north one-half of 10, and the south one-half of 11	0.04 (four cents)

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construction of improvements thereon; but in the event of a foreclosure of such other lien or liens and a sale of the property thereunder, immediately following such sale said lot shall be subject to the annual maintenance charge already accrued and unpaid and shall be an indebtedness owing by the purchaser at such sale and his grantee, and shall be an encumbrance that runs with the land.

The Association shall apply the maintenance charges, as far as they are sufficient, toward the payment of expenses incurred for any or all of the following purposes:

For lighting, improving and maintaining the streets, sidewalks, play parks, parks, private parks and parkways, including all grass and planted areas within the boundaries of said streets, sidewalks and parks; for planting trees and shrubbery and the care thereof; for the care of vacant property, removing grass and weeds; for collecting and disposing of garbage, ashes, rubbish and the like; for employing policemen and watchmen; for expenses incident to the enforcement of building restrictions, conditions, obligations, reservations, rights, powers and charges; and doing any other things necessary or desirable in the opinion of the Association to keep the property neat and in good order, or which, in the opinion of the Association, may be of general benefit to the owners and occupants of the land included in said installment.

- (c) A certificate in writing shall be given by the Association on demand to any person liable for the maintenance charge, setting forth the status of the charge, which certificate shall be binding on the Association.
- (f) The Association shall have the right and power in its name to take and prosecute all suits which may in the opinion of the Board of Directors of the Association be necessary or advisable for the collection of such charges and enforcement of these restrictions.

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EXHIBIT A

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The Board of Directors of the Association shall ascertain the official Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor for the Dallas, Texas, area published as of January 1, 1982 and January 1 of each year thereafter (the "Annual CPI") and multiply the initial maintenance charge set forth above by a fraction, the numerator of which is the annual CPI and the denominator of which is the January 1, 1976 CPI, so that the annual maintenance charge will continue to adjust upwards or downwards annually in proportion to the annual increase or decrease in the CPI. The amount thus determined for each year commencing with March 1, 1982 shall be the annual maintenance charge assessed for that year, except that the Board of Directors of the Association may assess a lower maintenance charge for any year by a vote of at least two-thirds of the members of the Board. If the CPI or successor index used hereunder is discontinued, or the Board determines that it is no longer a satisfactory index for the purpose of ascertaining the annual maintenance charge, the Board shall adopt a cost of living index which in the Board's determination will satisfy the purposes of this paragraph. At any time during 1981, 1986 or 1991 the maintenance charge may be increased for subsequent years by a vote in person or by proxy of at least two-thirds of the members of the Association at any special or annual meeting of the members.

- (b) The maintenance charge assessed pursuant to paragraph (10)(a) shall be due and payable to the Association on March 1 of each year and delinquent on the next following June 1. The maintenance charge assessed against each lot shall be the personal indebtedness of the owner of the lot against which the charge is levied, and shall be a lien upon the lot. Any delinquent maintenance charge shall bear interest from the delinquent date (but not prior to October 1, 1981) at the rate of 10% per annum (but in no event more than the maximum legal rate), compounded annually.
- (c) The maintenance charge lien shall be subordinate on foreclosure only to any purchase money lien and to any lien placed upon a lot to secure an indebtedness for the

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EXHIBIT A

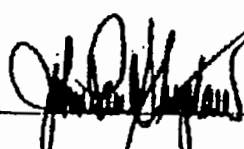
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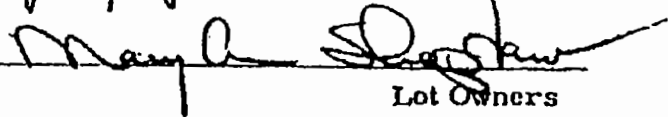
(g) The rights, privileges and responsibilities herein may be assigned by the Association and shall inure to and be binding upon the Association and the lot owners, and other heirs, successors and assigns."

2. These amendments shall be effective commencing October 1, 1981, and thereafter until amended or abolished, and the maintenance charge established by paragraph (10) of the restrictions and the instrument recorded in Volume 1370, Page 616, Deed Records, Dallas County, Texas, shall continue in full force and effect until October 1, 1981, and all rights and obligations vested or imposed prior thereto relating to the maintenance charge shall continue to be vested or imposed. Except as hereby amended, the restrictions shall continue in full force and effect.

3. If any provision hereof is held to be invalid or unenforceable, the other provisions hereof shall nevertheless remain in full force and effect, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

4. These restrictions may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute the restrictions.





Lot Owners

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Paul Hopton and Mary Ann Hopton, known to me to be the persons whose names is/are subscribed to the foregoing instrument, and acknowledged to me

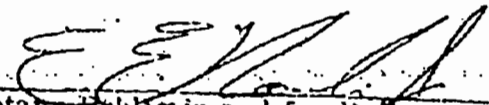
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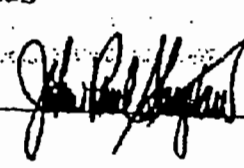
that he/they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of Sept, 1976.



Notary Public in and for Dallas County, Texas

[Seal]



Lot Owners

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____, known to me to be the persons whose names is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 197 .

Notary Public in and for Dallas County, Texas

[Seal]

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5374 Union

[Signature]

Lot Owners

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kenneth Taylor and [Signature], known to me to be the persons whose names is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of Sept, 1976

[Signature]
Notary Public in and for Dallas County, Texas

[Seal]

Lot Owners

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____, known to me to be the persons whose names is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 197____

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Notary Public in and for Dallas County, Texas

[Seal]

js.

FILED
L.E. Maddox
COUNTY CLERK
DALLAS COUNTY

'76 SEP 30 PM 4:33

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of Dallas County, Texas.



OCT 1 1976

L.E. Maddox
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