

Key Documents for Greenway Parks

1. Plats and deed restrictions

- a. The original 1927 Plat
- b. The original 1927 document establishing the maintenance fund "Declaration of Maintenance Tax" (Volume 1390, pages 616-619)

[For both the above documents, note the language that only the spaces between the curbs suitable for vehicular traffic are dedicated to public use, while the lands between the lot lines and those curbs are withheld as property of the grantors.]

- c. The 1928 plat (Volume 4 Pages 270-271)
- d. An example of original sale & conveyance terms for a particular lot (in this case, a lot next to Inwood on Waneta) (Volume 2245, pages 84-87)
- e. The 1941 plat and associated language for Block 5 (Volume 8 Pages 245-248). Note same "between the curbs" language as original plats
- f. The "general building and use restrictions, conditions and covenants" e.g. deed restrictions placed upon lots owned by Saxet Apartment Company, Reserve Life Insurance Company of Texas, and Atlantic Life Insurance Company of Texas (Volume 2413, pages 507-515) in 1943
 - a. NB This applies to lots that didn't already have individual deed restrictions placed upon them, primarily before 1943. Such restrictions would be found in each deed transfer document for each particular property.
- g. The 1946 Plat for Blocks 16-17-18 (the 5300 Blocks between Wenonah and University) (Volume 9 Pages 191-192)
- h. The 1946 Plat for Blocks 6 & 7 (the 5500 blocks between Drane and University) (Volume 10 Pages 41-42)

[For both 1946 plats, the language is different in that all things shown as "streets" on plats, outside the lot lines, are dedicated to the public. These later sections do not have the same "HOA-controlled" property in front of/besides their lots.]

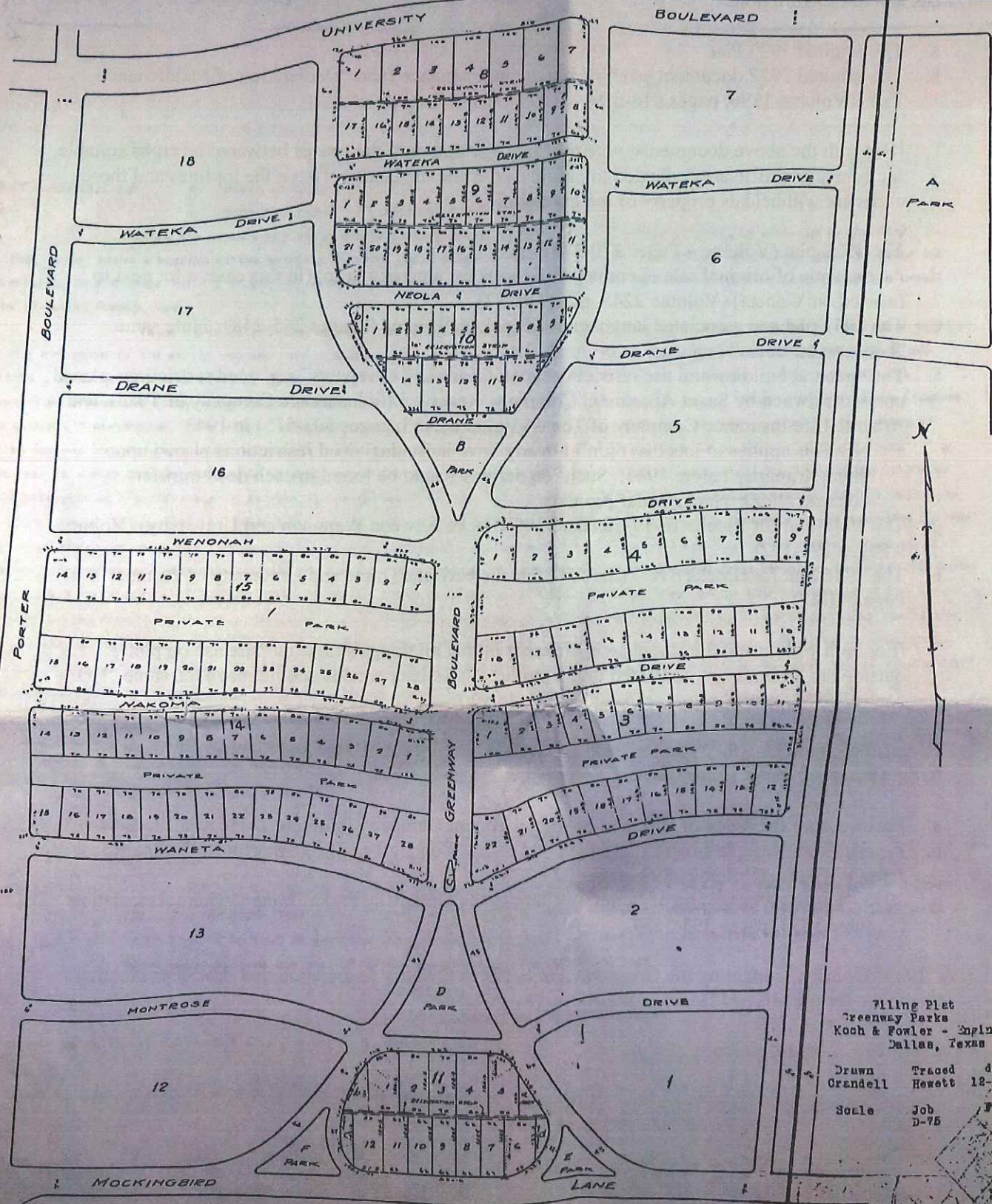
2. Documentation tracking the "grantor" status that transferred from "Drane and Stephenson" eventually to the Greenway Parks Home Owners Association

- a. Passing from the estate of Drane to Saxet Apartment Company (Volume 2319, pages 642-644)
- b. Passing from Reserve Loan Life (which had come to own all of Saxet Apartment Company) to Jame W Clarke (Volume 2899, pages 227-228)
- c. 1955 - Passing from estate of James W Clark to the Greenway Parks Home Owners Association (Volume 5633, pages 353-355)

3. A "Legal Opinion" sought by the Greenway Parks Home Owners Association that describes much of the above for the original Board of the HOA.

- a. GP 1953 Legal Opinion

Greenway Parks



Filing Plat
 Greenway Parks
 Koch & Fowler - Engineers
 Dallas, Texas
 Drawn Traced date
 Grandell Hewett 12-20-25
 Scale Job File
 D-75

616

ORIGINAL ESTABLISHES MAINTENANCE

TO HAVE AND TO HOLD the same, together with all and singular the contract Men, 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 erection 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. Penry, 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.

(L.S.)

J. E. Penry, Notary Public,

Dallas County, Texas.

Filed for record Mar. 19th, 1927 at 11:40 P M D. C. Whiteley County Clerk

By R. O. Jett, Deputy

Recorded Mar. 28th, 1927. D. C. Whiteley County Clerk

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

29233.....

v J. P. STEPHUNSON 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. Stephunson and F. M. 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 in 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 grantors, 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. M. Drane,
J. F. Stephenson,

STATE OF TEXAS :
COUNTY OF DALLAS :

Before me, the undersigned authority, on this day personally appeared J. F. Stephenson and F. M. 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 19 day of March,

A. D. 1926.

(13)

J. M. Allison, Notary Public,
Dallas County, Tex.

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

By A. E. Gruggett, Deputy

Recorded Mar. 29th, 1927 D. G. Whiteley County Clerk By *Denise O'Brien*
Deputy

8981.....

JACOB YONACK ET UX : STATE OF TEXAS :
VS: 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 00/100 Dollars (\$2100.00) paid by Geo. A. DeFrese, a single man, as follows:

FIVE HUNDRED AND 00/100 (\$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 00/100 (\$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 here- in 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.

WITNESSED this the 16th day of March 1927.

JACOB YONACK,
MRS PAULINE YONACK

29279

GREENEY PARKS ADDITION : STATE OF TEXAS :
A MAP : COUNTY OF DALLAS : WHICH ALL MEN BY THESE PRESENTS

That the above and foregoing is a plat of the first installment of Greeney Parks, an addition to the City of Dallas, Texas, being a portion of the property conveyed by J D Duke and wife Mary D Duke and William Jutterworth and wife Katherine J Jutterworth, to F N Drane and J P Stephenson by deed dated the 29th day of April 1926 and recorded in Vol 1202 Page 222 of the deed records of Dallas County, Texas

Those parts only of the streets and avenues as shown on the map between curb lines, suitable for vehicular traffic are hereby dedicated to the public and such dedication does not include private walks, parks, and park spaces designated on said map or existing, lying between curb lines or elsewhere, and it is expressly stipulated herein that all sidewalks, curbs, private walks, parkways, park spaces and walks for entrance to parks are not dedicated to the public but same are in all things reserved in the grantors, F N Drane and J P Stephenson, their heirs, administrators, executors or assigns, and any indulgence of said grantors to the public in regard to the use of same shall never be construed as a prescriptive dedication of front of any kind or character, and same shall be construed as a mere license, revocable at will, excepting that the lot owners in said addition are to have the irrevocable right to use said sidewalks as a private way of ingress to and egress from their said property and to construct an entranceway from the curb line of the street which the lot faces to their lots, but no such entrance is to be constructed from Greeney Boulevard, and excepting further that the property above mentioned herein reserved to the grantors and not dedicated to the public, shall never be used by grantors or their heirs, administrators, executors or assigns, for any other purpose or purposes than those designated on the plat, excepting the park known as Block J which may be used by grantors for field office purposes. Provided, however, when and in case the owners of the lots in the several installments of Greeney Parks shall vote to discontinue the maintenance charge against said lots as provided for in the respective deeds of conveyance from grantors of said lots, then said sidewalks, parks, parkways, park spaces, and walks for entrance to parks, shall be and are hereby dedicated to the public for the respective uses and purposes as designated on the plat, but in such event, spaces designated on the plat as private walks shall be and vest for the sole use and benefit of the owners of lots abutting on said private walks, respectively.

The strips on said plat designated "reservation strip" are dedicated for the use of such and all of the following: water, sewer and gas lines, and electric and telephone conduits or poles.


Witness our hands this the 13 day of March A D 1927

F N Drane
J P Stephenson

STATE OF TEXAS :
COUNTY OF DALLAS : I, JAMES M. ALLISON, a Notary Public in and for said County and State, on this day personally appeared F N Drane and J P Stephenson, 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 18th day of March A D 1927

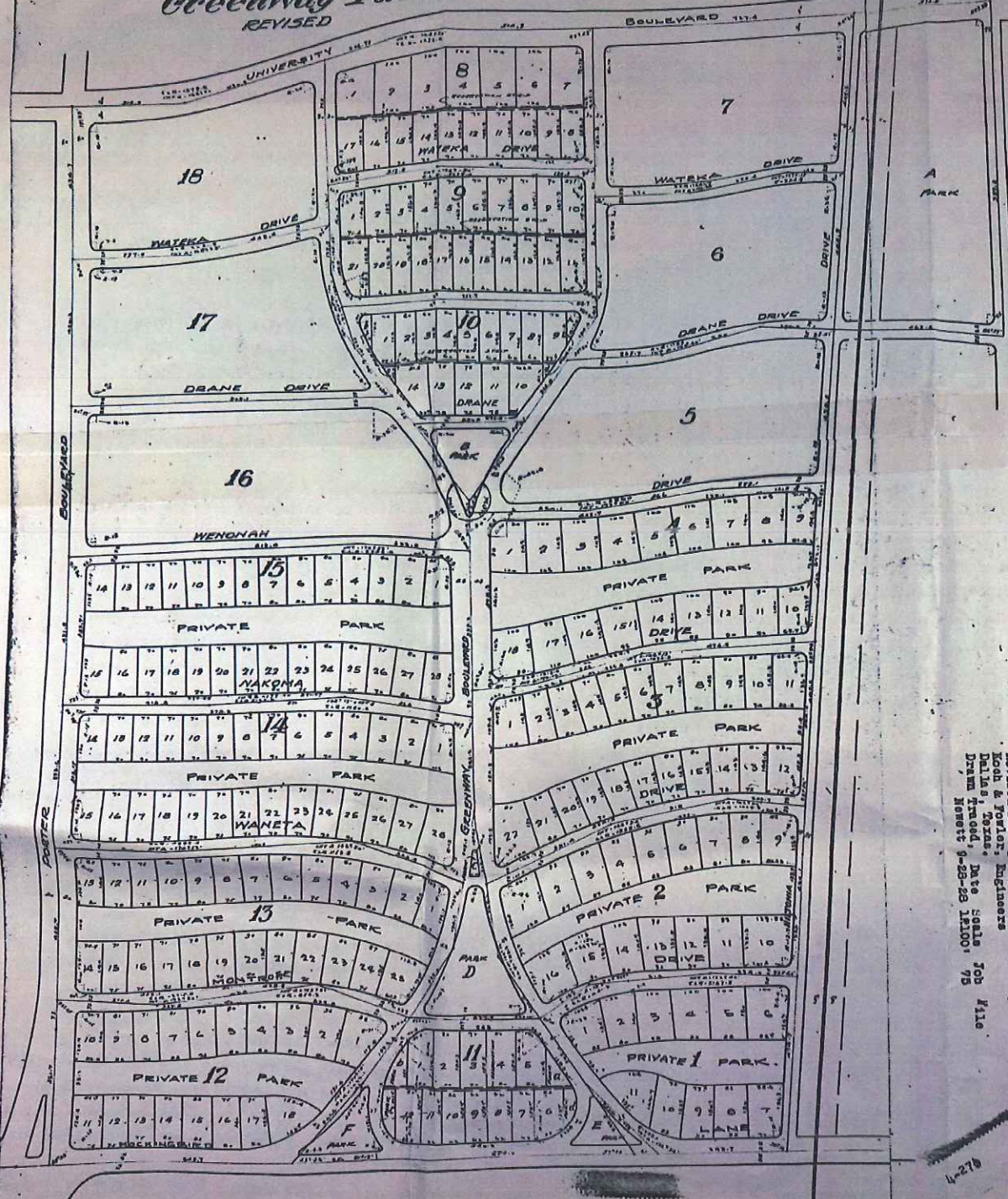
J M Allison
Notary Public, Dallas County, Texas

Filed for record March 19, 1927, 12:45 P M .. D O BRIDGEMAN, COUNTY CLERK
BY L P ROSS, DEPUTY
RECORDED MARCH 21, 1927, D O BRIDGEMAN, COUNTY CLERK, DALLAS COUNTY, TEXAS.

BY:  DEPUTY

Greenway Parks

REVISED



We certify this to be a true and correct copy of the original instrument in Vol 4 Page 1000
 DALLAS-TEXAS-NATIONAL TITLE COMPANY
 By *Jeff L. Santorum*

Revised Plat of Greenway Parks
 Koon & Peltz, Engineers
 Dallas, Texas Date of Sale Job File
 Drawn by Date 9-29-29 12100' 75

111062.....
F. N. DRANE ET AL
TO: MAP & DEDICATION

STATE OF TEXAS,
COUNTY OF DALLAS, KNOW ALL MEN BY THESE PRESENTS:

That the above and foregoing is a plat into lots of Blocks 1, 2, 12, and 13 of the First Installment of Greenway Parks, an Addition to the City of Dallas, Texas per plat recorded in Vol. 4 Page 173 of the Map Records in County Clerk's Office of Dallas County, Texas being a portion of the property conveyed by J. C. Duke and wife, Mary G. Duke and William Butterworth and wife, Katherine D. Butterworth to F. N. Drane and J. P. Stephenson by deed dated the 29th day of April 1925 and recorded in Vol. 1202 Page 222 of the Deed Records of Dallas County, Texas.

Those parts only of the streets and avenues as shown on the map between curb lines, suitable for vehicular traffic are hereby dedicated to the public, and such dedication does not include private parks, parks, and park spaces, designated on said map or existing, lying between curb lines, or elsewhere, and it is expressly stipulated herein that all sidewalks, private parks, parkways, park spaces and walks for entrance to parks are not dedicated to the public but same are in all things reserved in the grantors F. N. Drane and J. P. Stephenson, their heirs, administrators, executors or assigns, and any indulgence of said grantors to the public in regard to the use of same shall never be construed as a prescriptive dedication or grant of any kind or character and same shall be construed as a mere license, revocable, at will, excepting that the lot owners in said Addition are to have the irrevocable right to use said sidewalks as a private way of ingress to and egress from their said property and to construct an entrance way from the curb line of the street which the lot faces to their lots, but no such entrance is to be constructed from Greenway Boulevard, and excepting further that the property above mentioned herein reserved to the grantors and not dedicated to the public shall never be used by grantors or their heirs, administrators, executors or assigns, for any other purpose or purposes than those designated on the plat, Provided however, when and in case the owners of the lots in the several installments of Greenway Parks shall vote to discontinue the maintenance charge against said lots as provided for in the respective deeds of conveyance from grantors of said lots, then said sidewalks, parks, parkways, park spaces, and walks for entrance to parks, shall be and are hereby dedicated to the public for the respective uses and purposes as designated on the plat but in such event, spaces designated on the plat as private parks shall be and vest for the sole use and benefit of the owners of lots abutting on said private parks, respectively.

The strips on said plat designated "Reservation Strip" are dedicated for the use of such and all of the following: water, sewer and gas pipes and electric and telephone conduits or poles.

WITNESS OUR HANDS, this the 3 day of October A.D. 1928.

F. N. DRANE
J. P. STEPHENSON.

STATE OF TEXAS,
COUNTY OF DALLAS: BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared F. N. Drane and J. P. Stephenson 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 8th day of October A.D. 1928.

L.S.
Certificate of approval. I, Jennie J. Elarson, Notary Public Dallas County Texas, hereby certify that the attached plat was duly filed for approval with the City Plan Commission of the City of Dallas, State of Texas, on theday of....A.D. 19....and same was duly approved on the 18 day of October A.D. 1928. by said Commission.
Attest.....Secretary.
Filed for record this 26th day of October A.D. 1928 at 4:30 o'clock P. M. D. C. Whitely County Clerk By A. E. Grugott, Deputy.

Recorded Nov. 1st 1928 D.C. Whitely County Clerk By Deane B. ... Deputy.

EXAMPLE OF ORIGINAL SALE & CONVEYANCE TERMS

11/19/40

agree and consents to such maintenance charge by the acceptance of this conveyance.

ELEVENTH: All taxes for the year 1940 to be paid by Grantee.

And the said Flieden Prather Realty Company does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises, unto the said Tom C. Carlton, his heirs and assigns, against every person whatsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Flieden Prather Realty Company, has caused its name to be subscribed to these presents by its Vice President, Hugh E. Prather, and its corporate seal affixed hereto, attested by its Secretary, R. H. Morton, at its office in the City of Dallas, Dallas County, Texas, this 4th day of November A.D. 1940

Flieden Prather Realty Company
By Hugh E. Prather, Vice President

Attest:

R. H. Morton, Secretary
(CS)

\$1.65 Revenue Stamp Cancelled
THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, a Notary Public in and for the County of Dallas, State of Texas, on this day personally appeared Hugh E. Prather, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as Vice President of the corporation, Flieden Prather Realty Company, and as the act and deed of said corporation, and said Hugh E. Prather, further acknowledged that the corporate seal affixed to said instrument, is the corporate seal of said Flieden Prather Realty Company.

Given under my hand and seal of office, this the 4th day of November 1940

Roy F. Brown
Notary Public, Dallas County,
State of Texas

(LS)

Filed for record Nov 19th 1940 at 12:12 P.M. Ed H. Steger, County Clerk

By: A.E. Gruppatt, Deputy

Recorded Dec 16th 1940 Ed H. Steger, County Clerk

Mimi [Signature]
Deputy

116544 - - - - - \$1.75

HUGH ALBERT DRANE, INDIVIDUALLY
AND AS SUCCESSOR TRUSTEE OF THE
ESTATE OF FLORENCE ADELIA DRANE, DEC'D
TO: ...GENERAL WARRANTY DEED
WILMER D. HANCHEY

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS

THAT I, Hugh A. Drane, Individually and as Successor Trustee of the Estate of Florence Adelia Drane, deceased, of Dallas County, Texas hereinafter called grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) Cash, and other good and valuable consideration to Grantor in hand paid by Wilmer D. Hanchey, hereinafter called Grantee, receipt of all of which is hereby fully acknowledged, have Granted, Bargained, Sold, and Conveyed, and do hereby Grant, Bargain, Sell and Convey unto the said Grantee of the

2245/84

11/19/1940

EXHIBIT A

County of Dallas, State of Texas, all of the following described property, lying and being situated in the County of Dallas, State of Texas, more fully described as follows:

Being Lot No. Thirteen (13), in Block No. Thirteen (13), of Greenway Parks, Revised Section, an addition to the City of Dallas, according to the Map thereof recorded in Vol. 4, page 270, of the Map Records of Dallas County, Texas.

This conveyance, however, is made and accepted upon each of the following restrictions, conditions, and stipulations, which are hereby made covenants running with the land, and which shall apply to and be binding upon the purchaser, purchaser's heirs, devisees, executors, administrators or assigns, viz:

1. There shall not be erected on any one lot, as said lot may be prescribed or designated in this Deed, more than one single private dwelling house, and the necessary outhouses, and said premises shall be used for private dwelling purposes only, by one family only, and by white persons only, not excluding bona fide servants of any race.

2. No dwelling house or outhouses shall be erected on said lot except in accordance with plans and specifications filed in the office of Grantor and approved in writing by the Grantor or by a Commissioner appointed by Grantor and designated for such purpose; and exterior construction shall be of the following materials only, to-wit: brick, tile, stone (solid or veneer), approved stucco or other similar and equally good types of materials, to be approved by Seller; construction of garages and servants' quarters, if detached, shall be of the same material (both wall and roof), and design as the main dwelling. It is understood and agreed that the purpose of these requirements is to cause this installment to develop into a beautiful, harmonious, private residence section, and that the Grantor shall be arbitrary in his decisions, and if a disagreement on the plans and specifications referred to in this paragraph should arise, the Grantor agrees to submit the same to arbitration by competent architects, in the usual manner, Grantor and Grantee each selecting an architect, and in case they cannot agree, these two shall select a third and a decision of the majority of them shall be conclusive and final, from which there shall be no appeal. Each party shall pay the architect of his selection, and the referee shall be paid equally by each party.

3. The enclosed portion of dwelling or porches, open or closed, or outhouses shall not be erected on any lot, as same is prescribed or designated in this Deed, at a point nearer than $47\frac{1}{2}$ feet to the curb line of the street on which the lot faces, as shown by the plat of this Installment, and not nearer than 5 feet to the side lines of said lot; provided, if said lot shall have a frontage on a drive or park, said improvements shall not be nearer than 25 feet to the park line of said lot.

4. Driveway entrances shall be only from the street on which said lot faces, per plat thereof.

5. All fences shall be of metal or masonry construction or of ornamental type, to be approved by Grantor in writing. No fence shall be built on any lot nearer to the street than the set back building line of said lot from the street or nearer to the park than the set back building line from the park frontage, and in case of corner lots, nearer than 20 feet to line of said streets, and no fence shall be constructed in height more than 5 feet.

6. No structure or fence shall be erected on or over the reservation strip, as shown on said plat of this addition, and access to said reservation strip for any of the purposes enumerated on said plat or in the dedication of said plat, is hereby reserved.

7. Said lot is hereby subjected to an annual maintenance charge not to

exceed 2¢ per 10 square feet of area for the purpose of creating a fund to be known as Maintenance Fund, to be paid by the owner of this lot, the same to be secured by lien upon said lot and payable annually on the 1st day of March of each year, in advance, to the Grantor herein. Reference is here made to an instrument executed by Grantor et al, entitled "Declaration as to Maintenance Fund of Greenway Parks Addition", of date the 12th day of March, 1927, recorded in Vol. 1300, page 616, Deed Records of Dallas County, Texas, which is hereby made a part hereof as if fully written herein.

8. The owners of the fee simple title of not less than 2/3rds of the lots in this installment, or such lots as are designated in the Deeds from the original grantors, may change, alter or abolish all or any part of the stipulations, restrictions, conditions, covenants and charges herein contained, as herein provided, and only as herein provided, at any time within one year prior to 20 years from the 1st day of October, 1926, and within one year of every concurrent period of 15 years thereafter. In case said restrictions, stipulations, conditions, covenants and charges are abolished, altered or changed, the same shall not be effective for 5 years after the respective period 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 and effect and can only be revived by the unanimous agreement of the lot owners in said installment. In case same are altered or changed, the same as so altered and changed shall have the same force and effect as these original stipulations, restrictions, conditions, covenants and charges, and said stipulations, restrictions, conditions, etc., 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.

9. The above stipulations, restrictions, conditions, covenants, and charges shall inure to the benefit of and be binding upon and enforceable by all original purchasers and subsequent grantees of any of said lots, and failure by Grantor or by any owner of any lot to enforce any of the restrictions, etc., herein contained shall in no event be deemed a waiver of the right to do so as to any breach or breaches of said stipulations, restrictions, etc., at any time occurring.

10. Upon the breach of any of the foregoing restrictions, stipulations, conditions, covenants, and charges, said premises shall immediately revert and vest in the Grantor or in any Corporation or person to which or to whom he shall grant such reversion, and they shall be entitled to immediate possession of said premises; provided, however, that before said reversion shall become effective, the Grantor or the corporation or person to which or to whom said right of reversion shall be granted shall give written notice by registered letter, addressed to the then record owner of said lot, notifying him or her of such breach, and such owner shall have 60 days from the date of said notice to correct that which constitutes said breach, and if said correction is not made within said 60 day period 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.

11. Wherever the words "Grantor" or "Grantee" are used herein, they shall be understood to include and be binding upon the heirs, devisees, executors, administrators, successors or assigns, of such grantor or grantee, respectively.

TO HAVE AND TO HOLD the hereinabove described property and premises together

NO NEW
JUST
CHECK
OR
CHANGE?

761-6

SUBDIVISION OF BLOCKS
16-17-18

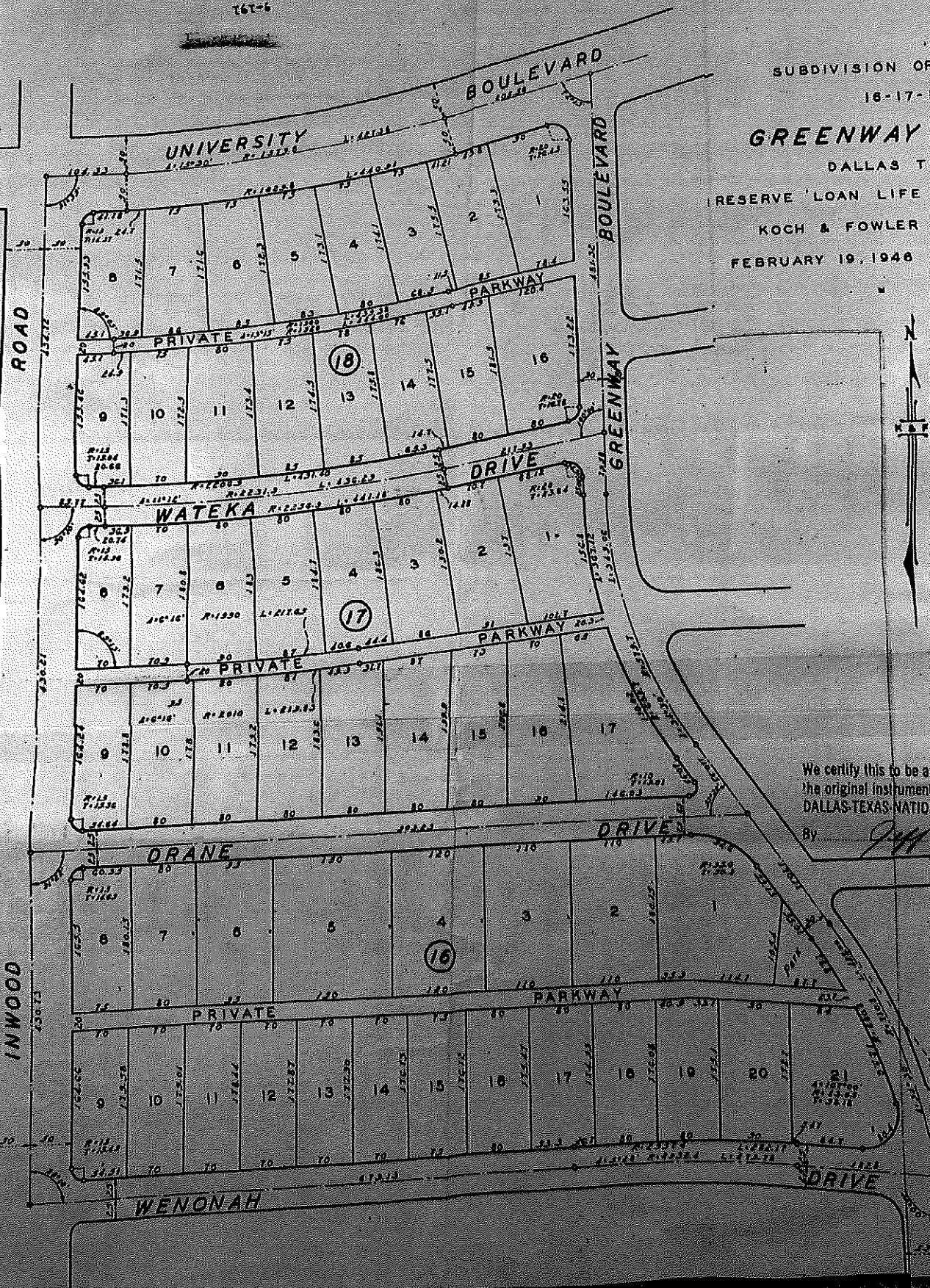
GREENWAY PARKS

DALLAS TEXAS

RESERVE LOAN LIFE INS. CO. - OWNERS

KOCH & FOWLER ENGINEERS

FEBRUARY 19, 1946 SCALE 1" = 100'



We certify this to be a true and correct copy of the original instrument in Vol. 9 Page 191 DALLAS-TEXAS NATIONAL TITLE COMPANY

By *Jeff S. [Signature]*

26320-----Map \$25.00
Rec. 2.00 \$27.00

RESERVE LOAN LIFE INSURANCE CO.
TO: OWNER'S DEDICATION
GREENWAY PARKS ADDITION

STATE OF TEXAS,
COUNTY OF DALLAS.

Whereas, we, Reserve Loan Life Ins. Co. are the owners of a tract of land situated in the Greenway Parks Addition, County of Dallas, and more particularly described as follows:

Blocks 16, 17 and 18, Greenway Parks Addition

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, Reserve Loan Life Insurance Co., do hereby adopt this plat designating the hereinabove described property as Sub-division of Blocks 16-17-18, Greenway Parks Addition to the City of Dallas, Texas, and we do hereby dedicate to the Public Use forever the streets shown thereon.

WITNESS our hands at Dallas, Texas, this the 5th day of March 1946.

RESERVE LOAN LIFE INSURANCE COMPANY OF TEXAS
By: W. T. O'DONOHUE, President.

THE STATE OF TEXAS, }
COUNTY OF DALLAS.

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared W. T. O'Donohue 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 the 5th day of March, 1946.

L. S.

GRACE G. KAISER - NOTARY PUBLIC
DALLAS COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE:
KNOW ALL MEN BY THESE PRESENTS:

That we, Koch & Fowler do hereby certify that we prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under our personal supervision, in accordance with the Platting Rules and Regulations of the City Plan Commission of the City of Dallas, Texas.

KOCH & FOWLER
By Jas. D. FOWLER

THE STATE OF TEXAS, }
COUNTY OF DALLAS.

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Jas. D. Fowler 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 the 1st day of March, 1946.

L. S.

WAIVE HAMNER - NOTARY PUBLIC
DALLAS COUNTY, TEXAS.

To The County Clerk of Dallas County:

Under Ordinance 3558 of the City of Dallas, the approval of this plat by the City Plan Commission is automatically terminated after the 6th day of April, 1946, and unless this plat is presented for filing on or before said date it should not be accepted for filing.

CITY PLAN COMMISSION
By E. A. WOOD, City Plan Engineer.

CERTIFICATE OF APPROVAL

I Harold Star, Chairman of the City Plan Commission of the City of Dallas, State of Texas, hereby certify that the attached was duly filed for approval with the City Plan Commission of the City of Dallas on the ___ day of ___ A.D. 19___ and same was duly approved on the 18th day of January, A.D. 1946 by said Commission.

HAROLD STAR, Chairman
CITY PLAN COMMISSION, Dallas, Texas.

ATTEST: RUTH CORNING, Secretary.

FILED FOR RECORD MARCH 5, 1946, at 4:38 P.M. ED H. STEGER, COUNTY CLERK.
T. H. KINSELLA, DEPUTY
RECORDED AUGUST 19, 1946. ED H. STEGER, COUNTY CLERK.

Budie Meyer
DEPUTY.

.....
.....

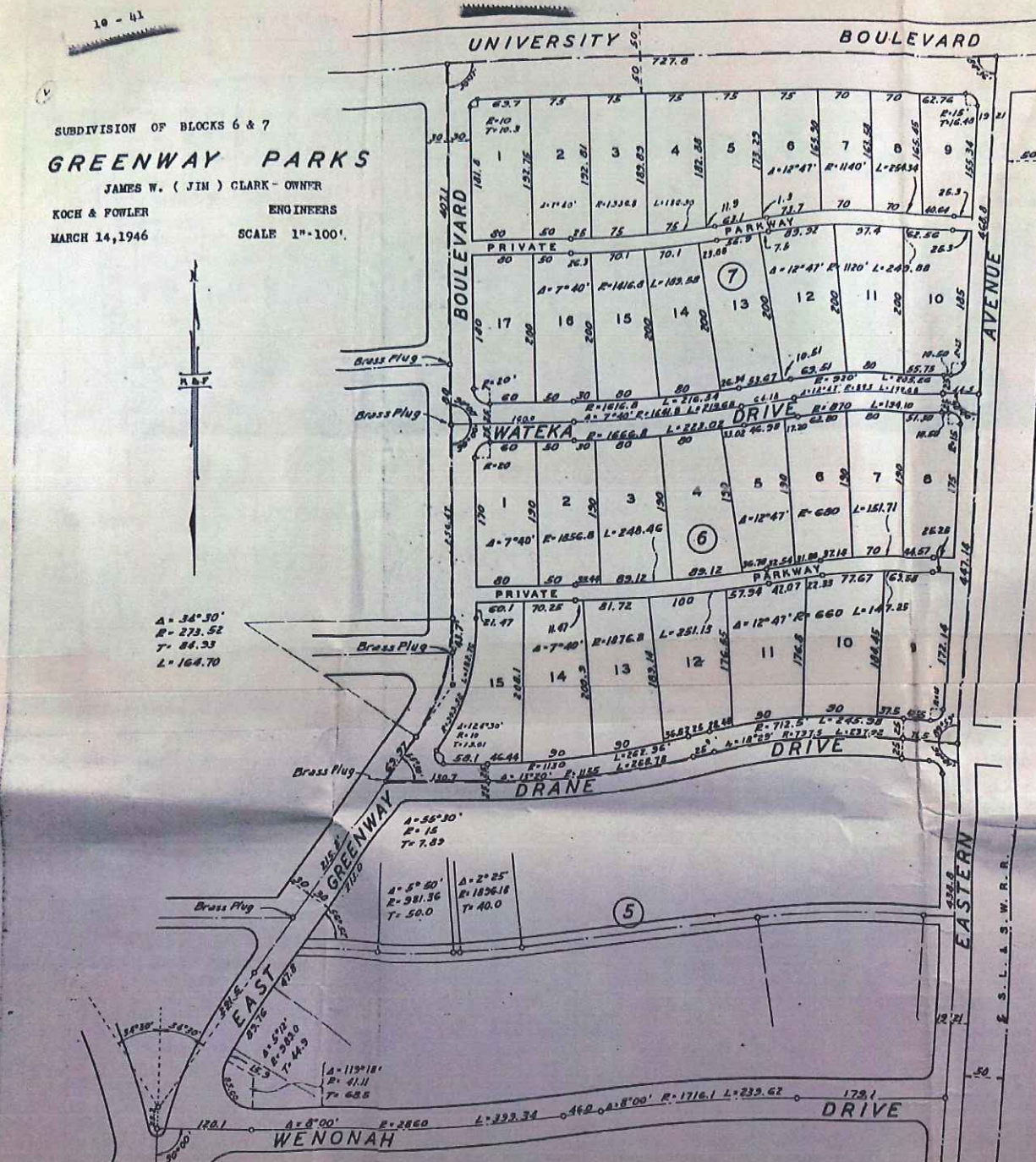
K

SUBDIVISION OF BLOCKS 6 & 7 GREENWAY PARKS

JAMES W. (JIM) CLARK - OWNER
KOCH & FOWLER ENGINEERS
MARCH 14, 1946 SCALE 1"=100'



$\Delta = 34^{\circ}30'$
 $R = 273.52$
 $T = 84.33$
 $L = 164.70$



We certify this to be a true and correct copy of the original instrument in Vol 10 Page 41 DALLAS-TEXAS-NATIONAL TITLE COMPANY

By *Jeff L. Sauter*

76302----\$20.00 Map
1.50 Fee
\$21.50

JAMES W. (JIM) CLARK }
TO: FLAT & DEDICATION } STATE OF TEXAS)
GREENWAY PARKS ADDITION } COUNTY OF DALLAS)

OWNER'S CERTIFICATE

WHEREAS, I, JAMES W. (JIM) CLARK, am the owner of a tract of land situated in the Greenway Parks Addition, County of Dallas, and more particularly described as follows:
Blocks 6 and 7, Greenway Parks Addition.
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT I, JAMES W (JIM) CLARK, do hereby adopt this Plat designating the herein-
above property as Subdivision of Blocks 6 and 7, GREENWAY PARKS ADDITION, to the City of Dallas Texas, and I do hereby dedicate to the Public Use forever the streets shown thereon.
The private parkways shown through the center of each Block are hereby designated as a right-of-way for public utilities for the construction and maintenance of utility lines and any and all public utilities shall at all times have the full right to ingress and egress to or from and upon said right-of-way without the necessity at any time of procuring the permission of anyone.
No buildings or fences shall be constructed in or upon said Strip to hinder the construction or maintenance of said public utilities.

WITNESS MY HAND AT DALLAS, TEXAS, this the 13th day of JUNE 1946.

JAMES W. (JIM) CLARK

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared JAMES W. (JIM) CLARK, 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 the 13th day of JUNE 1946.

(L.S.)

J. D. SANIKER, Notary Public in and for Dallas County, Texas.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That we, KOCH & FOWLER, do hereby certify that we prepared this Plat from and actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under our personal supervision, in accordance with the Platting Rules and Regulations of the City Plan Commission of the City of Dallas, Texas.

KOCH & FOWLER, by JAS. D. FOWLER

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 JAMES D. FOWLER, 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 the 30 day of MAY 1946.

J. D. SANIKER, Notary Public in and for Dallas County, Texas.

(L.S.)

TO THE COUNTY CLERK OF DALLAS COUNTY: Under Ordinance 3558 of the City of Dallas, the approval of this Plat by the City Plan Commission is automatically terminated after the 2 day of AUG. 1946 and unless this Plat is presented for filing on or before said date, it should not be accepted for filing.

CITY PLAN COMMISSION, by E. A. WOOD, City Plan Engineer (RG)
CERTIFICATE OF APPROVAL.

I, HAROLD STAR, 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 16th day of January AD 1946 and same was duly approved on the 18th day of January AD 1946 by said Commission.

HAROLD STAR, Chairman, City Plan Commission, Dallas, Texas.

FILED FOR APPROVAL This 16th day of JANUARY 1946 at 5:00 o'clock P.M.

CITY PLAN COMMISSION, DALLAS, TEXAS.
BY E. A. WOOD, City Plan Engineer, (RG)

ATTEST:
RUTH CORNING, Secretary

16 - 41

FILED FOR RECORD THIS THE 8 DAY OF JULY A D 1946 at 2:44 P.M. ED. H. STEGER, COUNTY CLERK BY A. E. CRUGETT, DEPUTY
RECORDED THIS THE 9 DAY OF JUNE A D 1947. ED. H. STEGER, COUNTY CLERK BY *Birdie Meyer* DEPUTY

.....

2319/642

Filed for record Dec. 23, 1941 at 12:16 P. M. ED H. STROER COUNTY CLERK

By: A. E. Grugett, Deputy

Recorded Dec. 28, 1941 ED H. STROER COUNTY CLERK BY

Jewel Hoffman
DEPUTY

...000...

126103-----\$1.00

\$96.80 State stamps attached and cancelled.

HUGH ALBERT DRANE ✓

TO: WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

SAXET APARTMENT CO.

COUNTY OF DALLAS

That I, Hugh Albert Drane, individually and as successor trustee of the estate of Florence Adelia Drane, of the County of Navarro, State of Texas for and in consideration of the sum of one hundred, one thousand, eight hundred fifty and no/100 (\$101,850.00) Dollars, to me paid, and secured to be paid, by Saxet Apartment Company, a corporation as follows:

Four thousand eight hundred fifty and no/100 dollars (\$4,850.00) in cash, receipt of which is hereby acknowledged, and the execution and delivery by said Saxet Apartment Company, of its one certain promissory note of even date herewith, payable to the order of Hugh Albert Drane, individually and as successor trustee of the estate of Florence Adelia Drane, (\$97,000.00) payable on or before 90 days after the date hereof, said note bearing interest at the rate of four per cent (4%) per annum from date, payable on or before 90 days after date hereof, and providing for the usual ten per cent attorneys fees, and being secured by vendor's lien, herein retained, and additionally secured by a deed of trust of even date herewith from Saxet Apartment Company to G. C. Nelson, Trustee;

Have Granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Saxet Apartment Company, a corporation, of the County of Dallas State of Texas,;

All those certain lots, tracts or parcels of land being portions of Greenway Parks Addition according to the two maps or plats thereof, one filed for record March 19th, 1927, recorded in volume 4, page 173 of the map records of Dallas County, Texas, and the second being the map or plat of the revised section of Greenway Parks, filed for record October 26th, 1928, recorded in Volume 4 at page 270 of the map records of Dallas County, Texas, particularly described as follows:

- Lots 1 to 10 inclusive in Block 1;
- Lot 1 and West 15 feet of Lot 2, Block 2;
- East 65.2 feet of Lot 5 on Street, and East 55.2 feet of Lot 5 on Park in Block 2;

- Lots 6 to 16 inclusive in Block 2;
- West 30 feet of Lot 11 and East 20 feet of Lot 13 Block 3;
- East 15 feet of Lot 8 on Street, and East 21 feet of Lot 8 on Park in Block 3;

- West 65 feet of Lot 9 on Street, and West 54 feet of lot 9 on Park in Block 3;

- And all of Lots 11, 12 and 15 in Block 3;
- East 23 feet of Lot 15 on Park and East 20 feet of Lot 13 on Street in Block 4;

- Lot 1 and Lots 8 to 12 and Lot 17 Block 4;

East one half of Lot 7 in Block 4; and
All of Block 5 excepting Lot 17;
All of Blocks 6 and 7;
West 17 feet of Lot 10 Block 8;
Lots 1 to 7, and Lots 11 to 17 Block 8;
West 60 feet of Lot 3 Block 9;
East 40 feet of Lot 6, Block 9;
West 40 feet of Lot 7, Block 9;
East 20 feet of Lot 8 Block 9;
West 57 feet of Lot 9 Block 9;
West 15 feet of Lot 17 Block 9;
East 50 feet of Lot 18 Block 9;
Lots 1 and 2 in Block 9;
East 10 feet of Lot 6 Block 10;
West 24 feet of Lot 7 Block 10;
East 70 feet of Lot 8 on Street, and East 74 feet of Lot 8 on Park in

Block 12;

Lot 6 in Block 12;
West 74 feet of Lot 10 on Street and West 75 feet of Lot 10 on Park, in

Block 12;

Lots 11 to 17 in Block 12;
West 10 feet of Lot 8 on Park in Block 13;
West 14 feet of Lot 11 on Street and West 12 feet of Lot 11 on Park in

Block 13;

East 66 feet of Lot 9 on Street and East 73 feet of Lot 9 on Park in

Block 13;

East 58 feet on Lot 16 on Park and East 60 feet of Lot 18 on Street in

Block 13;

East 70 feet on Street and East 77 feet on Park of Lot 22 Block 13;
West 15 feet of Lot 20 on Park and West 5 feet of Lot 20 on Street in

Block 13;

Lots 12, 14, 15, & 19 in Block 13;
West 21, 33 feet of Lot 27 on Park and West 26.5 feet of Lot 27 on Street

in Block 14;

East 65 feet of Lot 26 on Street, all 80 feet of Lot 26 in Park in Block 14;
West 58 feet of Lot 24 on Park and West 59 feet of Lot 24, on Street in

Block 14;

West 24 feet on Lot 5 on Street and West 11 feet of Lot 5 on Park in
in Block 14; East 24 feet of Lot 8 on Street and East 36 feet of Lot 8 on Park in Block 14;

Block 14;

West 21 feet of Lot 9 on Street, and West 24 feet of Lot 9 on Park in

Block 14;

Lots 6 and 7 and Lots 10 to 23 inclusive in Block 14;

Lots 1 to 28 inclusive in Block 15;

All of Blocks 16, 17 and 18;

In addition to the property hereinabove described, and without in any way limiting the conveyance of the above described property, there is also hereby granted and conveyed to said grantees, all unseparated lots and blocks and portions thereof in said Greenway Park Addition, as shown by said two maps above described which are

referred to for all purposes, not included in the land above described, and also all reversionary rights and other rights or whatsoever kind and character which the grantor owns or may be entitled to on account of or by reason of the breach or or failure to perform any of the restrictive covenants or conditions in any and all deeds to lots or portions thereof in said Greenway Parks Addition heretofore sold; also all our right, title and interest in and to all parks shown on maps above described and referred to, being tracts A to F inclusive as shown on said maps:

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Saxe Apartment Company a corporation, its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Saxe Apartment Company, a corporation, its successors 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 my hand at Dallas, Texas, this 15th day of December, A. D. 1941.

Hugh Albert Drane
Individually and as successor trustee of the
estate of Florence Adalis Drane.

\$112.20 Fed. Stamps attached and 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 Hugh Albert Drane, Individually and as successor trustee of the estate of Florence Adalis Drane, 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this 22nd day of December, A. D. 1941.

Ruth Craik Turner
Notary Public, Dallas County, Texas.

L. S.
Filed for record Dec. 23, 1941 at 12:16 P. M. ED H. STEGER COUNTY CLERK D.

By: A. E. Grugett, Deputy

Recorded Dec. 24, 1941 ED H. STEGER COUNTY CLERK BY

Jewel Hoffman
DEPUTY

...000...

125137-----\$0.50

W. J. SMITH WOOD PRESERVING CO.

TO: RELEASE : THE STATE OF TEXAS :
K. E. MASON : COUNTY OF DALLAS :

WHEREAS, on the 9th day of September, 1941, plaintiff W. J.

Smith Wood Preserving Company, a corporation, recovered judgment against K. E. Mason in the District Court of Dallas County, 14th Judicial District, in Cause No. 56744-A on the books of said court, for the sum of \$1097.30, with interest thereon at the rate of 6% per annum

227

STEWART BURGESS & MORRIS
ATTORNEYS

132601...\$1.50

THE STATE OF TEXAS }
COUNTY OF DALLAS }

WHEREAS, Reserve Loan Life Insurance Company of Texas was the owner of all of the common capital stock of Saxet Apartment Company and acquired all of its assets in the voluntary liquidation thereof; and

WHEREAS, among said assets were certain lots in Greenway Parks; and

WHEREAS, in describing said lots in the Deed from Saxet Apartment Company to Reserve Loan Life Insurance Company of Texas, certain parks and reversionary rights were inadvertently omitted from the description; and

WHEREAS, subsequent to the acquisition of said properties Reserve Loan Life Insurance Company Of Texas has sold the same to James W. Clark and it is desired to vest the title to all of said parks, reversionary rights and other Greenway Parks properties in the said James W. Clark.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Reserve Loan Life Insurance Company Of Texas, a corporation organized and existing under the laws of the State of Texas, of the County of Dallas and State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by JAMES W. CLARK of the County of Dallas and State of Texas, the receipt of which is hereby acknowledged, does, by these presents, BARGAIN, SELL RELEASE, AND FOREVER QUIT CLAIM unto the said JAMES W. CLARK, his heirs and assigns, all its right, title and interest in and to that certain tracts or parcels of land lying in the County of Dallas and State of Texas, described as follows, to-wit:

Being a parcel of land out of the A. BLEDSOE SURVEY, ABSTRACT NO. 98, known as PARK A/4954 of GREENWAY PARKS ADDITION to the City of Dallas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South Line of University Boulevard, said point being 100 feet east of the intersection of the South Line of University and the East Line of Hiltonia (now known as Eastern Boulevard);
 THENCE Easterly along the South Line of University Boulevard 226.5 feet to the intersection of the South Line of University Boulevard and the West Line of Loma Alto Drive;
 THENCE Southerly along the West Line of Loma Alto Drive, a distance of 882.8 feet, more or less, to a point;
 THENCE 95 degrees and 23 minutes to the right, a distance of 317.6 feet, more or less, to a point, said point being 50 feet East of the Center Line of the Cotton Belt Railroad;
 THENCE in a northerly direction parallel and 50 feet east of the center line of said Cotton Belt Railroad, 860 feet, more or less, to the point of BEGINNING; and all reversionary rights and other rights of whatsoever kind or character which the grantor owns or may be entitled to on account of or by reason of the breach of or failure to perform any of the restrictive covenants or conditions in any deed or deeds to lots or portions thereof in said Greenway Parks Addition heretofore sold;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JAMES W. CLARK, his heirs and assigns, forever, so that neither grantor, the said Reserve Loan Life Insurance Company Of Texas, nor its successors or assigns, nor any person or persons claiming under grantor shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

IN WITNESS WHEREOF, Reserve Loan Life Insurance Company Of Texas has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed, this 28th day of October, A. D., 1947.

ATTEST: RESERVE LOAN LIFE INSURANCE COMPANY OF TEXAS
 BY: B. H. Majors President.
Secretary

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 B. H. Majors President of RESERVE LOAN LIFE INSURANCE COMPANY OF TEXAS, 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 and in the capacity therein stated.

Pg

200195..\$3.00

THE STATE OF TEXAS ↓
COUNTY OF DALLAS | KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Louise Timmerman, as independent executrix of the Estate of James W. Clark, Deceased, and Rhea H. Clark, a widow, as sole devisee under the will of James W. Clark, of Dallas County, Texas, for and in consideration of the payment to us by the Greenway Parks Home Owners Association, a corporation, of Dallas County, Texas, of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and in furtherance of the general plan and scheme for the development and maintenance of Greenway Parks, an addition to the City of Dallas in Dallas County, Texas, maps of which are recorded in the Map Records of Dallas County, Texas, which general plan and scheme set forth in the restrictive covenants which appear in the various deeds conveying lots in said Addition, in the agreement entitled "Building and Use Restrictions" filed for record on June 13, 1943, and recorded in Volume 2413, Page 507, of the Deed Records of Dallas County, Texas, and in the instrument dated March 12, 1927, executed by F. N. Drane and J. P. Stephenson, styled "Declaration of Maintenance Tax", recorded in Volume 1390, Page 616 of the Deed Records of Dallas County, Texas, creating a maintenance fund, and the assumption by the grantees herein of the duties imposed on the developers by said instruments, do by these presents GRANT, BARGAIN, SELL, CONVEY AND RELINQUISH unto said Greenway Parks Home Owners Association all of the rights, title and interest of

every character owned and held by them by virtue of the aforesaid restrictive covenants, including but not limited to the rights to collect, maintain and expend the maintenance tax provided for by the agreement referred to above and to enforce all of the provisions of said agreement with reference to said maintenance fund, it being understood that as a part of the consideration for this assignment that said Greenway Parks Home Owners Association will in turn relieve the undersigned from any further responsibility for the enforcement of said restrictive covenants and relieve the undersigned of the obligation to collect, maintain and expend the maintenance fund from this date forward, and the undersigned by virtue of this instrument now acknowledge said Greenway Parks Home Owners Association to have succeeded James W. Clark as the owner and holder of the rights created by the above restrictive covenants, including all of the rights, obligations and duties imposed by virtue of the instrument setting forth and creating the maintenance tax referred to above.

The undersigned, in furtherance of the foregoing, now hereby set apart and hand over unto said Greenway Parks Home Owners Association as its property and that of its successors and assigns all of the books, records, files, indexes and other properties which pertain to the collection and management of said maintenance fund and the general supervision and maintenance of Greenway Parks Addition and all sums of money now held as part of said fund are hereby assigned to said Association and shall be delivered to it by check forthwith.

Anything herein to the contrary notwithstanding, it is expressly understood and agreed that this instrument shall in no wise affect grantors' right, title and interest in and to, and grantors specifically reserve to themselves and except from this assignment and grant all right, title and interest in and to the area east of the St. Louis Southwestern Railway, which is bounded by University Boulevard on the north, Lomo Alto on the east, Drane Drive on the south, and said Railway on the west, designated as Park A on the original map of Greenway Parks, more particularly described by metes and bounds in the quitclaim deed from Reserve Loan Life Insurance Company of Texas to James W. Clark, dated October 28, 1947, recorded November 1, 1947, in Volume 2899 on page 227 of the Deed Records of Dallas County, Texas, to which

instrument and its record reference is here made and which are made a part hereof for all purposes as if fully set out herein.

EXECUTED this 27 day of July, 1955.

Louise Timmerman
Independent Executrix of the Estate of
James W. Clark, Deceased

Rhea H. Clark
Rhea H. Clark.

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 Louise Timmerman, as independent executrix of the Estate of James W. Clark, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

-3-

she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of July, 1955.

William M. McCarty
Notary Public in and for Dallas County,
Texas.

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 Rhea H. Clark, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of July, 1955.

William M. McCarty
Notary Public in and for Dallas County,
Texas.

Filed for Record on the 27 day of July A. D. 1955 at 11:26 o'clock A. M.

Duly Recorded this 27 day of July A. D. 1955 at 11:26 o'clock A. M.

Instrument No. 271195 ED. H. STEGER, County Clerk
Dallas County, Texas

By Charles H. Hall Deputy

1000 G. N. Rego, 1416 Rego, 1416 Rego, 1416 Rego

Dallas, Texas
July 17, 1953

*- Ken Rego
2/1/53
10/12/53*

The Legal Committee
Association of Greenway Parks Property Owners
Dallas, Texas

Gentlemen:

The following comments are made in response to your request for an opinion on certain matters relating to Greenway Parks, an Addition in the County of Dallas and now a part of the City of Dallas, Texas.

As requested by Mr. William A. Rembert, Jr., in his letter of November 21st, 1952, an abstract was compiled consisting of instruments of a general nature such as dedications, restrictions, matters relating to parks, parkways and easements and instruments concerning the maintenance tax which affect Greenway Parks. The Abstract is attached hereto and its contents will be referred to from time to time. This opinion is based upon the contents of the abstract and some extraneous matter and is intended, primarily, to answer the specific questions set forth in Mr. Rembert's letter.

First, I would like to express in narrative form something of the history of the title to Greenway Parks Addition. It is thought that it will serve to explain most of the conclusions reached in this opinion.

In 1925 F. N. Drane and J. P. Stephenson acquired by deed from J. C. Duke, Trustee, et al, title to the tract of land of which Greenway Parks is a part. The deed is shown at page 95 of the abstract. The South boundary of the tract was the North "fence line" of Mockingbird Lane. The West boundary was along the East line of what is now Inwood Road, the North boundary was situated far enough North of University Boulevard to enclose the Greenway Crest Additon to the City of Dallas, and the East boundary was about 300 feet East of the right of way of the St. Louis, Southwestern Railway including a tract which lies East of the railway, with which you are familiar, and which is bounded by University Boulevard on the North, Loma Alto on the East, Drane Drive on the South and the railway on the West.

By an instrument dated March 12, 1927, and shown at page 4 of the abstract, Drane and Stephenson created what they called the FIRST INSTALLMENT OF GREENWAY PARKS. Attached to the instrument was their map of the First Installment of Greenway Parks. This map is shown at page 1 of the abstract and it is readily apparent from an examination of it that it comprises the entire area which is now known as Greenway Parks Addition. Events and circumstances which occurred after the plat was filed resulted in there never being another installment of Greenway Parks. The area North of University Boulevard, where it is assumed the succeeding installments of Greenway Parks were to be developed, was later sold in its entirety as acreage.

The instrument to which the map of the First Installment of Greenway Parks was attached and referred to above forms the basis of the status of the title to the areas designated as streets, sidewalks, parks, private parks, park-

(10) 2/1/53 11/12/52

2 - Greenway Parks Legal Committee

ways, park spaces and walks for entrance to parks. The only areas which were dedicated to the public were those parts of the streets and avenues between curb lines, suitable for vehicular traffic. The strips on the map designated "Reservation Strip" were dedicated for the use of public utilities. Title to all of the other areas was expressly reserved in Drane and Stephenson, their heirs, administrators, executors or assigns, but the use to which such areas could be put was limited to those purposes designated on the plat, with the exception of that part known as "Park B" which could be used for field office purposes.

The instrument under discussion contains an important contingency which will result in a change of the status of the title to the areas reserved by Drane and Stephenson, as follows: "-- when and in case the owners of the lots in the several installments of Greenway Parks, shall vote to discontinue the maintenance charge against said lots as provided for in the respective deeds of conveyance from grantors of said lots, then said sidewalks, parks, parkways, park spaces, and walks for entrance to parks, shall be and are hereby dedicated to the public for the respective uses and purposes as designated on the plat, but in such event, spaces designated on the plat as private parks, shall be and vest for the sole use and benefit of the owners of lots abutting on said private parks respectively."

By another instrument bearing the same date as the one mentioned above, that is, March 12, 1927, Drane and Stephenson set forth the terms and provisions of the maintenance fund. This instrument is shown at pages 96, 97, and 98 of the abstract.

At page 6 of the abstract is the instrument by which Drane and Stephenson divided Block 1, 2, 12, and 13 of the FIRST INSTALLMENT OF GREENWAY PARKS, into lots. Attached to this was the plat of those blocks as shown at page 2 of the abstract. This instrument contains the same provisions with respect to streets, parks, etc., as are contained in the instrument discussed above to which the first map was attached.

After filing the two maps Drane and Stephenson executed deeds to various grantees conveying lots in Greenway Parks. No general restriction agreement was filed but each deed contained restrictive covenants, a sample of which is shown at pages 16, 17, and 18 of the abstract. The prescribed minimum cost of the dwelling house differed in various deeds but otherwise the covenants were uniform. The agreement with respect to the maintenance tax, referred to above, was incorporated by reference in the restrictive covenants in paragraph 8th. Paragraph 9th is of particular importance. In paragraph 9 will be found the means by which the restrictions may be changed, altered, or abolished, and by which the maintenance tax may be discontinued.

To continue the narrative, in 1932 J. P. Stephenson conveyed all of his title to the area comprising Greenway Parks to his partner, F. N. Drane. In my opinion this conveyance included all of his title to the areas designated on the plats as parks, parkways, park spaces, etc., and more fully listed above.

In the course of time Hugh Albert Drane, individually and as successor trustee of the estate of his mother, Florence Adelia Drane, became vested with title

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to all of the unsold portions of Greenway Parks, including the reserved areas, and to all of the rights under the restrictions. By deed dated December 15, 1941, shown at page 36 of the abstract, Hugh Albert Drane conveyed to Saxet Apartment Co., a corporation "all unsold lots and blocks and portions thereof in said Greenway Parks Additon and also all reversionary rights and other rights of whatsoever kind and character which the grantor owns or may be entitled to on account of or by reason of the breach of or failure to perform any of the restrictive covenants or conditions in any and all deeds ; also all our right title and interest in and to all parks shown on maps above described and referred to, being tracts A to F inclusive as shown on said maps; " At this point, in my opinion, Saxet Apartment Co. became vested with all of the rights and title which had been owned by Drane and Stephenson. Parks A to F are shown on the original map of Greenway Parks. Park A is the area East of the railway. Park B is occupied by the field office and Parks C, D, E, and F are islands in portions of Greenway Boulevard. Although Saxet acquired the legal title to those area as well as to all other areas designated parks, private parks, etc., the use to which such areas could be put was limited as expressed in the original instrument filed by Drane and Stephenson and its ownership was subject to the same contingency.

On the 11th day of January 1943, prior to which time Saxet had sold various lots to Atlantic Life Insurance Company and had sold others to Reserve Loan Life Insurance Company, Saxet and the two named life insurance companies entered into an agreement entitled "Building and Use Restrictions". This instrument was filed for record on June 17, 1943, and is recorded in Volume 2413, page 507 of the Deed Records of Dallas County. It is shown at page 59 of the abstract. This instrument purports to cover all of the portions of Greenway Parks conveyed by Hugh Albert Drane to Saxet Apartment Co. There appears to be no material difference in the restrictions set forth in this agreement and those imposed by Drane and Stephenson in the deeds executed by them. The general plan and scheme for the development of the addition and the requirements for the use and improvement of the lots is carried forward. The means provided for the change, altering or abolishing of the restrictive covenants and of the maintenance tax is identical with that set out in paragraph 9 of the Drane and Stephenson restrictions. Saxet Apartment Company reserved the right in the agreement of January 11, 1943, in itself, its successors and assigne to use for administrative purposes the field office situated on Park B. Saxet reserved the reversionary rights under the restrictions and the right to approve plans for houses to be erected in the additon. Each of the three corporations executing the January 11, 1943, restriction agreement reserved to itself "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 12, 1927 " An area of Greenway Parks extending from Mockingbird Lane along Inwood Road to a line approximately midway between University Boulevard and Wateka Drive is described by metes and bounds in the latter agreement and in that area houses of one or more stories may be erected. In the remainder of the addition houses of two or more stories must be erected according to the agreement.

By an instrument dated January 11, 1943, Saxet Apartment Company divided Block 5 of Greenway Parks into lots. Block 5 was one of the Blocks which had not previously been subdivided. The instrument to which the map of Block 5 was attached

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is shown at page 54 of the abstract and the map is shown at page 100. The language contained in this instrument with respect to the parks, parkways, private parks, etc. is similar to that contained in the instruments filed by Drane and Stephenson to which were attached the first two plats except that title to those areas is reserved to Saxet Apartment Company, its successors and assigns but subject to the same limitations as to use and subject to the same contingency upon the discontinuance of the maintenance tax.

On April 29, 1944, Saxet Apartment Company was dissolved. Instruments relating to its dissolution are shown at pages 107, 108, and 109 of the abstract. Reserve Loan Life Insurance Company of Texas was shown to have been its sole stockholder.

By map dated February 19, 1946, shown at page 3 of the abstract, Reserve Loan Life Insurance Company subdivided into lots Blocks 16, 17 and 18 of Greenway Parks.

By deeds from Atlantic Life Insurance Company and Reserve Loan Life Insurance Company shown at pages 86, 105, 110 of the abstract, James W. Clark became the owner of the unsold lots and blocks in Greenway Parks Addition.

Blocks 6 and 7 of Greenway Parks were subdivided into lots by James W. (Jim) Clark by map dated March 14, 1946, shown at page 101 of the abstract. This completed the subdivision into lots of all of the blocks shown on the original map of Greenway Parks.

By a quitclaim deed dated October 28, 1947, Reserve Loan Life Insurance Company of Texas relinquished to James W. Clark Park A of Greenway Parks, describing it by metes and bounds as fronting 226.5 feet along the South line of University Boulevard, 882.8 feet more or less along the West line of Loma Alto Drive, 317.6 feet along its South line and 860 feet more or less along the East right of way line of the Cotton Belt Railroad together with all reversionary rights which the grantor owned or may have been entitled to by reason of the breach or failure to perform any of the restrictive covenants affecting the lots in Greenway Parks Addition. This instrument is shown at page 110 of the abstract.

Subsequent to 1947 Reserve Loan Life Insurance Company of Texas conveyed all of its assets to Southland Life Insurance Company.

In answer to the questions contained in Mr. Rembert's letter my opinion is as follows:

1. The valid restrictions presently existing as covenants running with the land upon the land comprising Greenway Parks Addition are those set out in the various deeds from Drane and Stephenson to their grantees plus those recited in the general restriction agreement filed by Saxet Apartment Company, Atlantic Life Insurance Company and Reserve Loan Life Insurance Company of Texas. A Sample of the Drane and Stephenson restrictions is shown at pages 16, 17 and 18 of the abstract. The general restriction agreement begins at page 59. As stated above, there is no material difference in the restrictions. In the general restrictions

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a specific area is described in which houses of one or more stories may be built. It may be noted that Drane and Stephenson had permitted the erection of one story houses in the same area.

2. 3. The restrictions expire only when the owners of two thirds of the lots in Greenway Parks, as such lots are designated in the deeds from the original grantors, vote to abolish them. Paragraph 9 of the Drane and Stephenson restrictions and paragraph 11 of the general restrictions are identical and provide the means by which the restrictions may be altered, changed or abolished by the lot owners. Where the expression "this installment" appears it relates to the whole of Greenway Parks. At the present time, unless the unanimous approval of the owners of the lots is obtained, no change can be accomplished in the restrictions nor can they be abolished except as provided in the paragraphs mentioned above. The language in those paragraphs is as follows:

"The owners of the fee simple titles of not less than two thirds of the lots in this installment as such lots are designated in the deeds from the original grantors, may change, alter or abolish all or any part of the stipulations, restrictions, conditions, covenants and charges herein contained as herein provided, and only as herein provided, at any time within one year prior to twenty years from the 1st day of October, 1926, and within one year of every recurrent period of fifteen years thereafter. In case said restrictions, stipulations, conditions, covenants and charges are abolished, altered or changed the same shall not be effected for five years after the respective periods hereinabove mentioned. In case said stipulations, restrictions, conditions, covenants and charges are abolished at any of said times the same shall terminate and be of no further force and effect and can only be revived by the unanimous agreement of the lot owners in said installment. In the case same are altered or changed, the same as so altered and changed shall have the same force and effect as these original stipulations, restrictions, conditions, covenants and charges and said stipulations, restrictions, covenants and conditions, either original or as changed or altered shall remain in full force and effect until abolished or amended as herein provided. The 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."

Two thirds or more of the owners of the lots in Greenway Parks, as such ownership is defined above, may, if they act in accordance with the foregoing paragraph prior to October 1st, 1960, amend, alter, or abolish the restrictions and charges now imposed upon the addition and if such action is taken it will become effective on October 1st, 1966. If the action taken is to abolish the restrictions and charges, a new set of restrictions and charges can be imposed only by the unanimous agreement of the lot owners.

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Action taken by the owners of the lots pursuant to the paragraph quoted above would be binding upon the owner or owners of the reversionary rights under the restrictions as well as upon lien holders and others who may have interests in the various lots in the addition. Action taken by the lot owners to alter or abolish the restrictions and charges in a manner other than that set forth in the quoted paragraph would be less conclusive and, in my opinion, unsatisfactory.

4. The legal title to the sidewalks, streets (except that portion which lies between curb lines, suitable for vehicular traffic), parks, private parks, parkways, park spaces and walks for entrance to parks is vested, according to the instruments shown in the abstract, in Southland Life Insurance Company as the grantee from Reserve Loan Life Insurance Company of Texas of all of its properties of every kind and character, with the exception of Park A, being the area which lies East of the Cotton Belt Railway and which is described above. Legal title to Park A is vested in James W. Clark by quitclaim deed from Reserve Life Insurance Company as set out above.

Owning the legal title to such areas is of no practical benefit to anyone, however, since the use to which such areas may be put is limited to those purposes designated on the plats where such areas are shown.

In my opinion Southland Life is innocent of having any ownership of the areas mentioned and the legal title, for what it is worth, was intended to have been vested in James W. Clark to the same extent that it was previously vested in Drane and Stephenson. The title, qualified as to use as it is and subject to defeasance should the maintenance tax be abolished, was properly vested over the years in the person or firm which was undertaking the continued development of Greenway Parks and which stood, so to speak, in the position of Drane and Stephenson. It was important that the one who was developing the addition and undertaking the responsibility for the collection of the maintenance tax have the same degree of control that was established by Drane and Stephenson. Should, as Mr. Rembert suggests in his letter, an association be formed which could be the recipient of the legal title to the areas mentioned, it should receive a conveyance from both Southland Life and James W. Clark as to all of such areas.

Should the owners of the lots in Greenway Parks vote to discontinue the maintenance charge against said lots in the manner provided in the restrictive covenants for altering or abolishing the restrictions and quoted above the sidewalks, parks, parkways, park spaces, and walks for entrance to parks would become dedicated to the public for the respective uses and purposes as designated on the maps on which they appear. The spaces designated on the plats as "Private Parks" would be for the sole use and benefit of the owners of lots abutting on said private parks respectively. No fee simple title would vest in the City of Dallas as to any of the areas but since Greenway Parks is within the corporate limits of the City of Dallas the city would probably exercise the same corporate functions in connection with them which it does as to other areas which have been dedicated to the public for parks, streets and the like. The "Private Parks" however would remain the responsibility of the owners of the lots abutting them.

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5. In my opinion an association of Greenway Parks property owners, should it acquire title to the parks, parkways, etc., would be limited in its use of them to those purposes designated on the plats and that Park A which lies east of the railroad would have no particular value for trading purposes nor could it be used as a site for a public school.

6. As to what kind of association might be formed by the property owners of Greenway Parks Addition to take over the collection of the maintenance fund and the obligations imposed by the instrument filed by Drane and Stephenson relating to the fund I refer you to paragraph 10th at page 98 of the abstract which is as follows:

"Grantors (Stephenson and Drane) 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 of trustees."

It is apparent that Drane and Stephenson in commencing the development of Greenway Parks as they did, reserving to themselves the title to the parks and parkways, etc., imposing their restrictive covenants and declaring and establishing the maintenance fund had as their aim, in part at least, the development of a fine residential section and assistance to themselves in the promotion and sales of lots. It was also their intention, I think, when the development and sale of lots had been completed to provide a means whereby they could turn over to the various property owners in the addition the handling of the maintenance charge and whereby the property owners could discontinue the charge, cause certain dedications to the public as set out above, and alter or abolish the restrictions. Perhaps Greenway Parks has now reached that stage in its development. If it is desired at this time to cause to happen what Drane and Stephenson evidently intended should occur, it seems to me that an attempt should be made to cause to be vested in James W. Clark as the successor developer of Drane and Stephenson all of the rights and incidents of title which the latter would have had if they had completed the development so that Mr. Clark can assign and convey to your association the titles reserved in the parks, private parks, parkways, etc., as more fully listed above, the rights and obligations in connection with the maintenance fund and the right to use and occupy the field office as the administrative office of your association.

To accomplish this vesting of title in James W. Clark my thought would be that an instrument be prepared for the signatures of the surviving directors of Reserve Loan Life Insurance Company of Texas, as Trustees and of the Southland Life Insurance Company setting forth the facts and the rights to be conveyed much as Hugh Albert Drane did in his deed to Saxe Apartments but in more comprehensive manner.

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I do not know what form your association should take and it is my understanding that you will resolve this question yourselves.

7. It is my opinion that the use of the areas as designated on the maps is not subject to change by an association of property owners. If the installation of a swimming pool in an area designated as "Park" is using that area for the purposes designated on the plat, to wit, as a park, then the person or group legally entitled to collect and administer the maintenance fund could probably, under paragraph 4, of the Declaration of the Maintenance Fund, shown at page 97 of the abstract, use a portion of the fund for that purpose.

8. As to what rights exist in James W. Clark at the present time, it is my opinion that as the successor developer, so to speak, of the addition, though according to the instruments shown in the abstract he might not be vested with the legal title to all of the rights reserved by Drane and Stephenson at the outset of the development, he could nevertheless require the assignment of such rights to him from those last vested with them and that therefore he has a character of equitable title to them.

As to a waiver of the maintenance tax as to certain areas in Greenway Parks, your attention is invited to paragraph second of the Declaration of Maintenance Tax shown at page 96 of the abstract. The last sentence is to the effect that the annual charge may be adjusted from year to year by grantors as the needs of the property may in their judgments require, but in no even shall such charge be increased above the schedule above mentioned (a schedule having been set forth in the first sentence of the paragraph). The first paragraph of the declaration makes it clear that each lot shall be subjected to a charge. The charge could probably be made negligible in certain areas but by the terms of the instrument it could not be waived entirely.

Very truly yours,

(Signed) Drake McKee

Drake McKee,
Attorney

Excerpts from Various Deed Restrictions and Court Decisions:

Greenway Parks et al vs. Knight (1992), excerpt from Final Judgement:

"The Court further finds that the deed restrictions contained in Defendant Allan Knight's deed are fully enforceable. The Court finds that these deed restrictions are reasonable and are not contrary to public policy. Moreover, the Court finds that this Defendant as well as all property owners in the Greenway Parks Addition of Dallas, Texas are held to have constructive knowledge of the deed restrictions governing their property. Accordingly, whenever a property owner in the Greenway Parks Addition of Dallas, Texas acts in violation of the deed restrictions governing his or her property, such person will be held fully liable for all costs of placing such property in conformity with the deed restrictions as well as being liable for any damages caused by the violation, including reasonable attorney's fees."

Purposes of the Maintenance Fund raised annually by the HOA:

- "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 [sic] 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 wachmen [sic]; for expenses incident to the enforcement of building restrictions, conditions, obligations, reservations, rights, powers and charges; and doing any other things necessary or desireable 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." (Volume 1390, page 616)

One indication of the strength of enforcement allowed to the "grantors":

- "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 damage occasioned thereby." (Volume 1390, page 618)

Wording related to requiring written permission from the HOA to build on a lot:

- From an original Drane deed (Volume 2245, page 84): "No dwelling house or outhouse shall be erected on said lot except in accordance with plans and specifications filed in the office of Grantor and approved in writing by the Grantor or by a Commissioner appointed by Grantor and designated for such purpose;"
- From the broader "Saxet" restrictions (Volume 2413, Page 507): "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 successor and approved by it in writing or by a commission appointed by it and designated for such purpose..."

On the enforcement powers of the HOA, including the "nuclear option" - reversion of property and improvements to the HOA:

- 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 an Corporation or person to which or tom 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..." (Volume 2413, page 511)

On the arcane question of enforcing building speed:

- "The erection of any new building, building, 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, their assigns or 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, and in either event, the expesne incurred shall be charged against the land and the owner thereof, and shall be a lien upon said land." (Volume 1390, page 617)