

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

1.0 RECITATIONS

1.1 The Owner: The owner of the hereinafter described property is Dallas Federal Savings and Loan Association, of the County of Dallas, State of Texas, and is hereinafter referred to as the "Developer."

1.2 The Property: The property to which this Amended Declaration applies is that certain lot, tract or parcel of land, lying and being situated in the County of Dallas, State of Texas, and described as follows:

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas; and being part of the B. J. Prigmore Survey, Abstract 1159, and the B. F. Hall Survey, Abstract 660; and also being part of Block 8418 in the City of Dallas; and part of the tracts of land conveyed to Ollie Lucille Chick by deed recorded in Volume 754, Page 279, and Charles Roy Chick by deed recorded in Volume 1305, Page 596, of the Deed Records of Dallas County; and being more particularly described as follows:

BEGINNING at a point for corner at an interior corner of said Chick tract, and being the most southerly, southwesterly corner of First Installment, Patio Homes of Chimney Hill, a proposed addition to the City of Dallas, and also being North 0° 16' West a distance of 990.60 feet from the intersection of an easterly line of said Chick tract and the northeasterly line of LBJ Freeway (IH 635);

THENCE North 0° 18' West a distance of 283.07 feet to a point for corner;

THENCE in an easterly and northeasterly direction along a curve to the left whose tangent bears South 85° 51' 35" East, having a radius of 921.47 feet, a central angle of 47° 40' 55", and an arc length of 766.86 feet to the end of said curve to the left;

THENCE North 46° 21' 30" East a distance of 167.85 feet to the beginning of a curve to the right;

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THENCE in a northeasterly direction along said curve to the right having a radius of 300.00 feet, a central angle of 8° 08' 03", and an arc length of 42.59 feet to a point for corner;

THENCE South 35° 30' 27" East a distance of 14.52 feet to an angle point, said point being in the dividing line between said Chick tract and the Henry C. Beck Estate property;

THENCE South 15° 39' East along said dividing line a distance of 913.90 feet to a point for corner;

THENCE North 79° 06' West continuing along said dividing line a distance of 1129.00 feet to the place of beginning and containing 11.9599 acres;

which tract, or parcel of land has heretofore been by the Developer subdivided and platted into streets, alleyways, utility easements, lots and parks, into a residential subdivision now known as "Chimney Lane Patio Homes" (formerly "Patio Homes of Chimney Hill") and is hereinafter sometimes referred to as the "Property," or as the "subdivision."

1.3 Prior Declarations:

1.3.1 An original Declaration of Covenants, Conditions and Restrictions applicable to the property was executed and adopted by the Developer on the 11th day of March, 1974, and is recorded in Volume 74050, Page 1000, of the Deed Records of Dallas County, Texas.

1.3.2 An Amended Declaration of Covenants, Conditions and Restrictions applicable to the property was executed and adopted by the Developer on January 16, 1975, and is recorded in Volume 75014, Page 1138 of the Deed Records of Dallas County, Texas. Said Amended Declaration superseded and was in lieu of the original declaration described above.

1.4 Purpose: As a result of foreclosure by Dallas Federal Savings and Loan Association, this Amended Declaration is executed and adopted by the new Developer, prior to the conveyance of any lot in the subdivision comprising the property, all pursuant to the provisions of paragraph 17 of the Amended Declaration referred to above.

1.5 Annexation and Additions: The Developer, its successors in interest and assigns shall have the right to extend this master Declaration to the hereinafter described 9.61 acre tract located across Chimneyhill Lane from the subject tract without the consent of members within two (2) years of the date of recordation of these amended Covenants, Conditions and Restrictions. In the event said property is added, its owners shall become subject to assessments for their prorata share of association expenses:

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas and being part of the B. J. Prigmore Survey, Abstract 1159, and also being part of Block 8418 in the City of Dallas, and a part of a tract of land conveyed to Ollie Lucille Chick by deed recorded in Volume 754, Page 279 and to Charles Roy Chick by deed recorded in Volume 1305, Page 596, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the northerly line of said Prigmore Survey, said point being North 18° 54' East a distance of 13.87 feet and South 89° 55' 35" West a distance of 57.5 feet from the most Southerly Southwesterly corner of Richland Junior College Addition as recorded in Volume 70073, Page 1500, of the Map and Deed Records of Dallas County, Texas;

THENCE South 49° 08' West a distance of 175.00 feet to an angle point;

THENCE South 16° 45' West a distance of 64.00 feet to an angle point;

THENCE South 27° 22' East a distance of 153.00 feet to an angle point;

THENCE South 71° 49' East a distance of 297.5 feet to a point for corner;

THENCE South 1° 10' West a distance of 182.32 feet to a point for corner;

THENCE in a southwesterly direction along a curve to the left having a radius of 380.00 feet, a central angle of 27° 30' 55", and an arc length of 182.49 feet to the end of said curve to the left;

THENCE South 46° 21' 30" West a distance of 167.85 feet to the beginning of a curve to the right;

THENCE in a southwesterly direction along said curve to the right having a radius of 841.47 feet, a central angle of 25° 56' 07", and an arc length of 380.90 feet to a point for corner;

THENCE North 9° 14' 25" West a distance of 182.86 feet to the beginning of a curve to the right;

THENCE in a northerly direction along said curve to the right having a radius of 1910.08 feet, a central angle of $9^{\circ} 10'$, and an arc length of 305.59 feet to the end of said curve to the right;

THENCE North $0^{\circ} 04' 25''$ West a distance of 500.00 feet to a point for corner in the northerly line of said Prigmore Survey;

THENCE North $89^{\circ} 55' 35''$ East along the northerly line of said Prigmore Survey a distance of 459.3 feet to the place of beginning.

Developer has no obligation to submit the above described land to these Covenants, Conditions and Restrictions.

2.0 ESTABLISHMENT; BENEFIT; EFFECT

2.1 Developer has established and by these presents hereby establishes a general plan for the improvement and development of such subdivision and does hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof.

2.2 Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective heirs, assigns and personal representatives or other successors in interest of the present owner thereof.

2.3 These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, and any person acquiring, by purchase, lease or otherwise, any lot or interest in a lot in the subdivision, takes the same subject to such covenants, conditions, reservations and restrictions, and agrees for himself, his heirs, assigns and personal representatives to be bound by each of such covenants, conditions, reservations and restrictions, jointly, separately, and severally.

3.0 USE RESTRICTIONS:

3.1 Residential Use. Such lots within the subdivision, save and except those set apart on the map or plat thereof or otherwise designated for parks, swimming pools, cabana, tennis courts serving the homeowners, or other common usage, and each of them, are to be used for single family residential purposes only. No building or structure intended for or adapted to business purposes, shall be erected, placed, permitted, or maintained on such premises, or any part thereof. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession on any lot, tract or parcel of land within the subdivision. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions and usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations, and ordinances of the City of Dallas, Texas, or any other governmental authority having jurisdiction in the premises.

3.2 Appurtenant Structures. Utility lines, radio and television antennas, all clothes lines, garbage cans, equipment, wood piles, or storage piles shall be enclosed to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the Developer or architectural control committee (hereinafter defined) prior to construction. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmitting or receiving antennas shall be erected, placed or maintained on any part of such premises, but this restriction may be waived by the Developer or the architectural control committee (as hereinafter defined). Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

3.3 Nuisances. No lot shall be used in whole or in part for

the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

3.4 Temporary Structures; Mobile Homes; Campers. No out-building, garage, shed, tent, trailer, mobile home or camper, or temporary building of any kind shall be erected, constructed, permitted, or maintained prior to the commencement of the erection of a residence, as is permitted hereby, and none of same shall ever be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

After the completion of construction, no trailer, mobile home, camper or other habitable mobile or portable vehicle of any nature shall be kept or stored on any part of the property except within a closed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on a trailer may be parked or stored in that portion of the lot away from the street lying beyond the building line.

3.5 Signs. No sign of any character shall be displayed or placed upon any part of the property including "for rent" or "for sale" signs, provided, nothing herein shall be construed to prevent the Developer from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the subdivision or to promote the sale of property in, and the development of the subdivision.

3.6 Animals. No animals, birds or fowl shall be kept or maintained on any lot or part thereof, except dogs and cats, both a breed or breeds commonly recognized to be domesticated, and pet birds kept at all times in indoor cages, all of which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupant but not for any commercial use or purposes. Nothing herein shall be construed as permitting the keeping of any animal, fish or reptile which, by its inherent nature or propensity, or which by its particular nature, is likely to be vicious, noxious, injurious or otherwise a nuisance.

3.7 Vegetation. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

4.0 HOMEOWNERS ASSOCIATION

4.1 Formation; Purpose. The Developer has formed, or caused to be formed, under and pursuant to the laws of the State of Texas, a non-profit corporation known as "Chimney Lane Patio Homes Homeowners Association," (hereinafter called the "Association") for the purpose of managing controlling, operating, maintaining and/or owning all parks, sidewalks, alleyways, exterior landscaping and other common areas together with the common facilities and improvements thereon within the subdivision, and such other purposes as are set forth herein, in the Articles of Incorporation and Bylaws of the Association, and in any amendments hereto or thereto.

4.2 Membership. Subject to, and in accordance with, the provisions of the Articles of Incorporation and Bylaws of the Association with respect to ownership of a single lot by more than one owner, each and every lot owner, in accepting a deed or contract for any lot in the subdivision, and each and every lessee of a lot owner agrees to and shall become a member of the Association with all the rights and privileges appurtenant to such membership, and be subject to the obligations of

membership set forth in the Articles of Incorporation, Bylaws and Rules of the Association, as the same exist or may from time to time be lawfully amended or enacted.

4.3 Transferability. Memberships in the Association shall not be transferable or assignable. In the event of a bona fide sale or lease of any lot in the subdivision, subsequent to the initial sale by the Developer, the seller or lessor shall ipso facto cease to be a member, and the purchaser or lessee shall thereupon become a member as provided in paragraph 4.2, above. Provided however, nothing herein shall affect the liability of the seller or lessor for assessments or other charges accruing prior to such sale or lease.

4.4 Voting Control. Control of the affairs of the Association shall be vested in the Class B members (being the owners of individual lots in the subdivision) of the Association upon the occurrence of either of the following events:

4.4.1 When the total number of votes of the Class B members shall equal or exceed seventy-five per cent (75%) of the total number of votes of the Class A and Class B members; or

4.4.2 The expiration of four (4) years next after the date of the first conveyance of a lot to a Class B member, whichever first occurs;

4.4.3 Nothing herein shall affect the rights of the Class A and Class B members with respect to special or incremental assessments provided in paragraph 5 hereof.

4.5 Ownership of Property. Within one hundred twenty (120) days next after the control of the affairs of the Association shall pass to the Class B members as provided above (and evidenced by the certificate of the Secretary of the Association), Developer, its successors in interest or assigns, shall convey all its right, title and interest in and to all property comprising the "common areas" as defined in

paragraph 7.1, infra, in the subdivision, and all improvements thereto and all appurtenances thereto in anywise belonging, except property or interests previously alienated to the Association.

5.0 ASSESSMENTS

The Developer, for each lot owned with the subdivision, hereby covenants, and each owner of any lot in the subdivision by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, its successors or assigns: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

5.1 Assessments; Lien. Such assessments shall be deemed to be a continuing purchase money obligation and for labor and materials furnished in the maintenance and improvement of each lot in the subdivision. A vendor's lien shall be reserved in each deed to any lot in the subdivision to secure payment of said assessment. Further, insofar as said assessments include charges for water, sewer and garbage services rendered by the City of Dallas, Texas, and paid for by the Association, the said Association shall be subrogated to the tax lien of the City of Dallas, Texas. All such liens and means of securing same shall be and are hereby made subordinate to the liens of purchase money vendor's lien and deed of trust holders as provided in paragraph 6.0 infra.

5.2 Assessments; Personal Liability. The owner or owners of each lot in the subdivision shall also be personally liable for any assessment, whether or not the same constitutes a valid lien upon said realty and improvements and irrespective of whether the obligation to pay same constitutes a covenant running with the land.

5.3 Assessments; Purpose. Assessments may be made for any purpose permitted by the Articles of Incorporation or the Bylaws of the Association, as the same exist or from time to time may be lawfully amended.

5.4 Assessments; Manner of Determination. Subject to the provisions, limitations and restrictions herein contained, the Board of Directors of the Association shall, at the annual Board of Directors meeting, or at any special meeting called for such purpose, establish, from time to time, the assessment charges for each lot in the subdivision. The amount of such assessment may be different for each class of membership in the Association, but shall be the same for each lot owned within a class of membership in the Association. The first annual assessment shall be set at the organizational meeting of the Board of Directors.

5.5 Assessments; Limitations. The maximum annual assessment for each class of membership for the first year shall be established by the Board of Directors of the said Homeowners Association, and with respect to Class B membership, the amount shall not exceed Thirty-five Dollars (\$35.00) per month per lot plus a pro rata portion of the annual premium on any insurance policies maintained by the Association for casualty to the common areas, workman's compensation or public liability.

5.5.1 Such first annual Class B assessment, and all assessments while Developer owns the common areas, shall be paid to the Developer as a reimbursement of Developer's actual cost of maintaining the common areas. Any excess of any annual assessments over such actual cost shall be held by the Association.

5.5.2 The annual assessment for operating expenses for each year after the first assessment shall not exceed one hundred ten per cent (110%) of the regular annual assessment levied for the preceding year, unless a majority of both classes of membership of the Association shall agree.

5.5.3 Special Assessments.

5.5.3.1 No special assessment levied by the Board of Directors shall exceed fifty per cent (50%) of the current

annual operating expense assessment unless approved by a majority of both classes of members.

5.5.3.2 Special assessments for the acquisition of capital equipment or improvements, or for the improvement of existing capital facilities, shall not be levied except upon majority vote of both the Class A and Class B members of the said Homeowners Association.

5.5.3.3 Special assessments for operating expenses of the said Homeowners Association may be levied only if the Board of Directors shall first determine that the funds available and to be available until the next annual meeting are insufficient to meet the expenses of operating the said Association until the next annual meeting, including a reasonable sum for emergency and unforeseen expenditures.

5.6 The annual assessments provided for herein shall commence as to each lot on the first day of the calendar month following the date on which a lot is conveyed to an owner by the Developer.

5.7 Assessments; Payment; Collection. All assessments shall be due and payable according to the terms of the resolution of the Board of Directors establishing same. Past due assessments shall bear interest at the maximum lawful contract rate from the date that the same are due until paid. If it becomes necessary to collect said assessments through any legal proceeding, the obligor shall pay, in addition to the amount of the assessment, interest, court costs, the reasonable fees and expenses incurred in the collection of same, including attorney's fees.

6.0 RIGHTS OF LIEN HOLDERS

6.1 "Lien holder" Defined. As used herein, the term "lien holder" shall mean any person, firm or corporation who shall be the lawful owner or holder of a lien or liens, evidenced by an instrument or

instruments placed of record, which lien or liens shall be to secure the owner or holder thereof in the repayment by the owner of the property covered by such lien of funds furnished or advanced in payment of the purchase price of the property secured thereby, which lien is first in priority to all other contractual liens; and who shall have previously furnished to the secretary of the Association written notice of such lien and the name and address of the owner or holder.

6.2 Subordination of Liens. The lien for assessments provided for in paragraph 5.1, and the lien for costs incurred in enforcement of these covenants provided in paragraph 9.2, shall be and are hereby made subordinate to the lien or liens of any lien holder as defined herein. The sale or transfer of any lot pursuant to a mortgage or deed of trust foreclosure, or any judicial foreclosure in lieu thereof, or deed in lieu of foreclosure, shall extinguish the lien of such assessments which became due prior to such sale or transfer. Provided, however, no sale or transfer shall relieve such lot from liability for any assessments thereafter to become due or from the lien thereof.

6.2.1 Foreclosure of the lien(s) securing the assessments shall not affect the rights of any lien holder.

6.2.2 Foreclosure of the lien(s) of any lien holder or exercise of any power of sale contained in any such lien(s) shall extinguish the assessment lien(s) as to accrued assessments only, and the property shall be liable only for assessments accruing or becoming due subsequent to such foreclosure or sale.

6.3 Breach of Covenant.

6.3.1 Notice. The Association shall, in the event of any breach of any of the covenants, conditions, reservations or restrictions herein contained or referred to herein, give to any lien holder affected, written notice of such breach and allow

thirty (30) days after receipt of such written notice for such lien holder to cure or cause to be cured such breach.

6.3.2 Effect. The breach of any of the covenants, conditions, reservations or restrictions contained herein or referred to herein, shall not defeat or render invalid the lien(s) of any lien holder; but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any lien holder or lot owner whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

6.4 Organizational Structure. Lien holders shall be notified in writing reasonably in advance of any of the following actions:

6.4.1 The submission to the members of the Association of any proposal to revoke, amend or modify this Declaration, pursuant to paragraph 12 hereof.

6.4.2 The submission to the members of the Association of any resolution or proposal to

6.4.2.1 dissolve the Association or cause it to be merged or consolidated with any other entity; or

6.4.2.2 amend the Articles of Incorporation or Bylaws of the Association.

6.5 Eminent Domain. All lien holders shall receive notice of the commencement of any proceedings in eminent domain against the common areas.

7.0 COMMON AREAS

7.1 Defined. The term "common areas" shall mean and consist of all lots, tracts or parcels of land and the improvements thereon lying and being situated within the subdivision and not platted into residential lots and not dedicated to the public or conveyed for streets, alleyways or utility purposes, plus that lot shown on the recorded plat as Lot

70, Block B/8418, and shall include the reversionary and other rights of any servient or other estate remaining after such dedication or conveyance.

7.2 Ownership; Severance.

7.2.1 Ownership of the common areas shall remain in the Developer until transferred by him to the Association as provided in paragraph 4.5 hereof.

7.2.2 Other than the transfer provided for in paragraph 4.5 hereof, there shall be no alienation, transfer, or encumbrance of the common areas or any estate or interest therein without the approval of the then existing lien holders.

7.3 License to Use.

7.3.1 The Developer has granted and hereby grants to the original owner and each subsequent owner of any lot in the subdivision a license to use the common areas for their intended purpose in accordance with the Bylaws of the Association.

7.3.2 This grant shall in all respects be construed as a license and not as an easement.

7.3.3 Such license shall be irrevocable except as provided in the Bylaws of the Association.

7.3.4 Such license may not be alienated or encumbered; and any attempted alienation or encumbrance shall be absolutely void, but shall not operate to terminate the license.

7.4 Maintenance.

7.4.1 By Association. The Association shall maintain or make provision for the operation and maintenance of the common areas so as to render same at all times in suitable condition for their intended purpose.

7.4.2 Delegation.

7.4.2.1 The obligation to operate and maintain the common areas provided above may be delegated by

contract, provided that the Association shall not thereby be relieved of its obligations imposed herein.

7.4.2.2 In the event the Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the common areas which it is obligated to maintain hereunder, the City of Dallas, Texas, shall have the right and may assume the duty of performing all such maintenance obligations of the Association at any time, upon giving written notice to the owners or lots in the subdivision or at any time after the expiration of ten (10) days after receipt by the Association, its successor or assign of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied, whichever notice shall be appropriate. Upon assuming such maintenance obligations, the City of Dallas may levy an assessment upon each lot on a pro rata basis the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the lot against which each assessment is made. During the period the City of Dallas has a right and assumes the obligation to maintain and care for the common areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of the City of Dallas to maintain the common areas shall cease and terminate when the Association, its successors or assigns, shall present to the City of Dallas reasonable evidence of its willingness and ability to resume maintenance of the common areas. In the event the City of Dallas assumes the duty of

performing the maintenance obligations of the Association as provided herein, then the City of Dallas, its agents, representatives and employees shall have the right to access to and over the common areas for the purpose of maintaining, improving and preserving the same; and in no event, and under no circumstances, shall the City of Dallas be liable to the Association or any owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction relating in any manner to maintaining, improving and preserving the common areas, or to any lot owner, the Association or any other person for failure to perform such maintenance. This provision may not be altered or changed without the consent of the City Council of the City of Dallas evidenced by resolution.

7.5 Easements.

7.5.1 For Encroachment. In the event that any portion of any structure now or hereafter encroaches upon the common areas as a result of construction, reconstruction, repair, shifting, settlement, or movement, Developer grants to the owner of the lot to which such structure is appurtenant, his heirs, assigns and personal representatives, an easement, appurtenant to such lot to the extent of such encroachment, and to the extent necessary to maintain same, which easement shall exist for the duration of such encroachment.

7.5.2 The Developer reserves the right to grant utility easements on or out of the common areas. Such right shall pass to and be vested in the Association upon conveyance of the common areas pursuant to paragraph 4.5 hereof.

7.6 Eminent Domain.

7.6.1 The proceeds resulting from the taking of the common areas or any part thereof by eminent domain shall, as promptly as practicable, be distributed pro tanto to the members of the Association and lien holders as their interests may appear.

7.6.2 Nothing herein shall affect the right of any member to compensation for the taking of or damage to his license to use the common areas.

8.0 ARCHITECTURAL CONTROL; MAINTENANCE

8.1 Approval of Building Plans. No building shall be erected upon any individual lot within the subdivision unless the same shall conform to the covenants herein contained, and the subdivision, established by plat, and then only with the approval of the Developer or his assigns. The Developer shall have the right to grant and convey all his rights to enforce these covenants, conditions, reservations and restrictions to the Association, which by its Bylaws or by resolution of the Board of Directors, may delegate the right of enforcement to the Architectural Control Committee provided for in the Articles of Incorporation and Bylaws of the Association. The transfer of these rights shall be at such time as, in the sole judgment of the Developer, the Association is ready to undertake the obligation of enforcing them, but in no event later than the conveyance of the common areas provided in paragraph 4.5. Upon such conveyance and grant, the Association shall have and shall succeed to all the rights and duties with the same powers as if the said Association had been named as Developer herein. Provided however, if the Association ceases to exist at any time, or if it shall fail or refuse to exercise the rights of enforcement, same shall revert in the Developer, its successors in interest and assigns.

8.2 Drapes and/or Curtains. No drapes, curtains or other materials shall be placed, erected, permitted or maintained in any

residence over any window, door or opening which is viewable or observable or may be seen from the exterior of any residence which is not white or off-white in color, or which shall have a lining or liner which may be seen or is viewable from the exterior of any residence unless the same is white or off-white in color.

8.3 Exterior Maintenance. The Association shall provide exterior maintenance occasioned by normal usage or ordinary wear and tear upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, except rear yard landscaping, gardens, patios and other rear yard improvements. Provided, further, that such exterior maintenance shall not include glass surfaces.

9.0 ENFORCEMENT OF COVENANTS

9.1 Right. Each and every of the covenants, conditions, reservations and restrictions contained or referred to herein shall be considered to be an independent and separate covenant and agreement, and may be enforced by the Developer, its successors in interest or assigns, the Association, or by any lot owner.

9.2 Method. The Developer, its successors in interest or assigns, and/or the Association, upon any breach of covenant or the continuance of any breach thereof, may remedy such breach by injunction or other appropriate remedy in law or in equity. Should the Developer, its successors in interest or assigns, and/or the Association employ counsel to enforce any of the covenants, conditions, reservations or restrictions herein contained or referred to, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Developer, its successors in interest or assigns and/or the Association shall have a lien upon such lot or lots to secure payment of all such accounts.

9.3 Liability. No delay or omission on the part of the Developer or the Association in exercising any right, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained or referred to shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of the failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable.

10.0 COVENANTS; VALIDITY; DURATION

10.1 Validity. In the event that any one or more of the covenants, conditions, reservations or restrictions herein contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect. Provided further, that in the event the provisions hereunder are declared void by court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effected, then and in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Texas.

10.2 Duration. All of the covenants, conditions, reservations and restrictions herein contained shall continue and remain in full force and effect at all times as against the owner of any lot in the subdivision, regardless of how he acquired title until December 31, 1996, on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect upon such premises or any owner thereof; provided, however, that

these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten (10) year periods unless on or before the end of the base period or any extension period or periods the members of the Association shall, by majority of votes declare a termination of same or any number thereof. The minutes of a membership meeting wherein such action is taken, duly certified by the secretary of the Association, and acknowledged as required by law, shall be filed among the deed records in Dallas County, Texas, whereupon such covenants, conditions, reservations and restrictions as shall have been terminated shall be deemed terminated. If the Association has ceased to exist, the owners of a majority of the lots in the subdivision may by written instrument duly recorded declare a termination of same. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any cause of action for breach of these covenants, conditions, reservations or restrictions accrued prior to such expiration shall be absolute.

11.0 AMENDMENTS

11.1 By Developer. Subject to the contract rights of any person having a contract to purchase a lot in the subdivision, prior to the conveyance of any lot in the subdivision to which this declaration is applicable, this declaration may be revoked, amended or modified from time to time in any one or more particulars by the Developer executing and placing of record an instrument setting forth such revocation, amendment or modification.

11.2 By the Association. After the conveyance of any lot in the subdivision to which this Declaration is applicable, this Declaration may be revoked, amended or modified from time to time, in any one or more particulars by the Association in the following manner:

11.2.1 any proposed revocation, amendment or modification shall be approved by the Board of Directors of the Association

at a regular or special meeting following notice as provided in the Bylaws of the Association, and by the Board submitted to the members for approval;

11.2.2 revocation shall require the affirmative vote of nine-tenths of both the Class A and Class B members;

11.2.3 any amendment or modification shall require the affirmative vote of two-thirds of both the Class A and Class B members;

11.2.4 voting may be at any regular or special meeting of the members, provided that notice of the proposed revocation, amendment or modification shall be given as provided in the Bylaws of the Association;

11.2.5 the President shall execute and acknowledge as required by law, and the secretary shall duly attest and cause to be recorded in the Deed Records of Dallas County, Texas, an instrument setting forth the revocation of or amendment to or modification of this Declaration and reciting the facts with respect to notice and approval by the Board of Directors and members;

11.2.6 the revocation, amendment or modification shall be effective only upon the above instrument being deposited with the county clerk for recordation.

11.3 Other Approval. The Developer will not revoke this Declaration or amend or modify same without the prior approval of the United States Department of Housing and Urban Development. No revocation, amendment or modification made by the Homeowners Association shall be deposited for recordation unless and until same is first submitted to and approved by said agency.

11.4 Proof of Compliance. Any such instrument when recorded shall be conclusive proof of the due revocation of the Declaration or due

amendment to or modification of same, as the case may be, and of compliance with all prerequisites to such action.

12.0 CASUALTY TO PROPERTY; INSURANCE

12.1 Insurance.

12.1.1 Common Areas. The Association shall procure and maintain in full force and effect a policy of property insurance covering the common areas in an amount equal to the full replacement value thereof, exclusive of land, foundation, excavation and other items normally excluded from such coverage, which policy shall contain an "Agreed Amount Endorsement," or equivalent, and a "Demolition Endorsement," or equivalent, and shall afford coverage for loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, as well as such other hazards and perils as any lien holder may reasonably require.

12.1.2 Individually Owned Property. Each owner shall procure and maintain in full force and effect a Texas standard form policy of fire and extended coverage insurance, or equivalent, insuring his property and improvements for the full replacement value thereof.

12.1.3 Each such policy described in paragraph 12.1.2 above shall contain a loss payee clause," or equivalent policy provision naming the Association and the lien holder, if any.

12.1.4 In the event that a "loss payee clause" or equivalent policy provision names a lien holder in addition to the Association, the rights of the Association under such clause or policy provision shall be and are hereby made subordinate to the rights of such lien holder therein.

12.2 Casualty to Common Areas. In the event of casualty to the common areas, the Association will restore the same to their condition immediately preceding such casualty.

12.3 Casualty to Individually Owned Property. In the event of damage to or destruction of any individually owned improvements, the Association will, to the extent that it actually receives insurance proceeds under any policy described in paragraph 12.1.2 above, or indemnity for costs in excess thereof as provided in paragraph 12.3.3, infra,

12.3.1 repair or replace to their condition immediately preceding the casualty the roof, exterior walls, exterior doors and exterior trim and any fences or similar structures damaged by such fire or other casualty; and

12.3.2 perform those matters of maintenance and repairs set forth in paragraph 8.3, ante, to the extent necessary to restore the property to its condition immediately preceding the casualty.

12.3.3 If the Association determines in good faith that the insurance proceeds received by it are insufficient to cover the cost of the repairs, replacement and maintenance required by paragraphs 12.3.1 and 12.3.2 above, the Association may demand, as a condition precedent to the performance of any of its obligations under said paragraphs, indemnity, to its satisfaction, for the difference between the insurance proceeds received by it and the cost of such repairs, restoration and maintenance as estimated in good faith by the Association. If such indemnification is not received within a reasonable time after demand therefor is made, the Association may, at its option (1) perform such repairs, restoration or maintenance to the extent that it has actually received insurance proceeds; or (2) relinquish and/or pay over to the owner and/or his lien holder, as their interests

may appear, any insurance proceeds which it has received or
to which it is entitled by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand at Dallas,
Texas, this 17th day of June, 1975.

DALLAS FEDERAL SAVINGS AND
LOAN ASSOCIATION

By Milton H. Thomas
Milton H. Thomas
Its Executive Vice President

Attest:

Cullen A. Rogers
Cullen A. Rogers, 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 Milton H. Thomas
whose name is subscribed to the foregoing instrument and acknowledged to
me that the same was the act of the said DALLAS FEDERAL SAVINGS
AND LOAN 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 the 17th
day of June, 1975.

Patricia Wickerson

NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

Label

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JUN 18 1975
COUNTY CLERK
DALLAS COUNTY

1975 JUN 18 AM 10 13

Dallas Fed. Savings
Office of Gen. Council
P.O. Box 12709
Dallas 75205

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

JUN 16 1975

 *Tom G. Ellis*
COUNTY CLERK, Dallas County, Texas

24.50

WD-B

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75119 1927

RESOLUTION

OF

5796

2

5.00 DEED
1 09/05/89

THE BOARD OF DIRECTORS AND MEMBERS

OF

CHIMNEY LANE PATIO HOMEOWNER'S ASSOCIATION

WHEREAS, a special meeting of the members of the Chimney Lane Patio Homeowner's Association was held on August 31, 1989, for the stated purpose of considering amendments to the Amended Declaration of Covenants, Conditions and Restrictions filed in the Deed Records of Dallas County, Texas in Volume 75119, Page 1903 et seq., pursuant to written notice thereof sent by U. S. mail to all owners and lienholders as required by the Amended Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, a quorum was present, in person or by proxy; and

WHEREAS, A MOTION was made and seconded that the amendments as printed in the notice sent to all members be adopted by the Association; and

WHEREAS, after discussion a vote was taken; and

WHEREAS, the motion carried by more than a two-thirds (2/3) majority of all members, the actual voting tally being:

<u>Quantity</u>	<u>In person</u>	<u>By proxy</u>	<u>Position taken</u>
64	26	38	For amendment
5	4	1	Against amendment

THEREFORE, IT WAS RESOLVED, that the following changes be made to the Amended Declaration of Covenants, Conditions and Restrictions, to wit:

5.0 ASSESSMENTS.

5.4 Assessments; Manner of Determination. In place of the second sentence of paragraph 5.4 the following shall be substituted: "The annual assessment for operating expenses shall be the same for each lot owned within a class of membership in the Association."

5.5.3. Special Assessments. The following language will be added: "Subject to the provisions, limitations and restrictions herein contained, the Board of Directors of the Association may establish special assessments, levied against each individual lot owner or against all lot owners within a class".

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5.5.3.1. This subparagraph will be amended by adding the words "Except for repair or replacement of roofs to homes" after the words "annual operating expense assessment", to read as amended as follows: "No special assessment levied by the Board of Directors shall exceed fifty per cent (50%) of the current annual operating expense assessment, except for repair or replacement of roofs to homes, unless approved by a majority of both classes of members."

by: Roy Hernandez
Roy Hernandez, President
CHIMNEY LANE PATIO HOMEOWNER'S
ASSOCIATION

STATE OF TEXAS

ATTESTATION

COUNTY OF DALLAS

BEFORE ME, the undersigned authority on this date personally appeared Kathy Slonecker, Secretary of the Association, who after being duly sworn, stated under oath as follows:

I am the duly qualified and acting Secretary of CHIMNEY LANE PATIO HOMEOWNER'S ASSOCIATION, and the above and foregoing resolution is a true copy of a resolution duly adopted by the Board of Directors of such Association at a special meeting held on August 31, 1989. The above resolution is in conformity with the Amended Declaration of Covenants, Conditions and Restrictions and Bylaws of the Association, has never been modified or repealed, and is now in full force and effect.

Kathy Slonecker
Kathy Slonecker, Secretary

Subscribed on this the 4th day of September, 1989.



Lee Creighton
Notary Public in and for
The State of Texas

Typed or printed name LEE CREIGHTON

My commission expires: 7-31-92

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1989 SEP 5

1989 SEP 5

6144 NORTH CENTRAL EXPRESSWAY, L.B. 40
AMERSTON TOWER, SUITE 800
DALLAS, TEXAS 75204

MICHAEL E. SMOLLER
ATTORNEY AT LAW

NOTARIAL

Any person who signs this instrument, or any of the
described property, because of fraud or force is void and
unenforceable as to the interest in the
STATE OF TEXAS. COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time
stamped herein by me and was duly recorded in the public and
page of the record books of Dallas County, Texas as stamped
herein by me.

SEP 5 1989



Earl B. Burch
COUNTY CLERK, Dallas County, Texas

FILED
COUNTY CLERK
DALLAS COUNTY

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