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COUNTY OF DALLAS 5

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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EXCELSIOR WAY

THIS DECLARATION is made this 17th day of August, 1992, by Duncan/Dickson-Excelsior Way Joint Venture, a Texas joint venture and the Undersigned for the purpose of evidencing the covenants, conditions and restrictions contained herein.

W I T N E S S E T H:

WHEREAS, the Declarant (hereinafter defined) and Robert Fissette, Nancy Fissette, Craig Goodman, Donald A. McKay, Cecilia McKay, John D. Miller, Evalee Miller, David Radunsky, Barbara Radunsky, Marcus Rosenberg, Ann Rosenberg, Larry Taylor and Carol Taylor (collectively, the individuals are referred to as the "Undersigned") are the Owners of all the real property referred to in Article II of this Declaration and desire to create thereon residential lots, for the benefit of the community;

WHEREAS, the Declarant and the Undersigned desire to further restrict the above described property as more particularly provided in these Covenants, Restrictions and Conditions in order to establish a uniform plan for the development, improvement and sale of the lots in the above described property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of such lots; and

WHEREAS, any Lots which Declarant has sold prior to the date hereof, it has required the purchaser thereof to agree to the terms and conditions hereof; and

NOW, THEREFORE, Declarant declares that the real property referred to in the Metes and Bounds description provided on the final replat of Excelsior Way, as filed with the County Clerk, Dallas County, State of Texas, and as shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

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(a) Association. shall mean and refer to the entity which will have the power, duty and responsibility of maintaining and administering certain portions of the Properties and all of the Common Properties and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter prescribed. The Association has been chartered and is functioning as a non-profit Texas corporation under the name of "Excelsior Way Homeowners Association, Inc." for the purposes set forth herein;

(b) Properties. shall mean and refer to all Property and any additional thereto, as are subject to this Declaration or and further Amended or Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof;

(c) Common Properties. shall mean and refer to any and all areas of land within the Properties which are known, described or designated as common greens, common areas, greenbelts, open spaces, or private streets on any recorded subdivision plat of the Properties or intended for or devoted to the common use and enjoyment of the Members of the Association (including, without limitation, any and all streets abandoned by the City of Dallas), together with any and all improvements that are now or may hereafter be constructed thereon. The common areas now within the Excelsior Way residential community generally consist of private streets, open spaces, motor courts, median strips and perimeter wall. The Declarant proposes to hold record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties, for an indefinite period of time and at a point in time deemed appropriate and reasonable by the Declarant but prior to December, 1993, record title to the Common Properties will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect minor redesigns or reconfigurations of the Common Properties which may be permitted by law in order to reduce property taxes;

(d) Lienholder. shall mean and refer to the holder of a first mortgage lien on any Lot;

(e) lots. shall mean and refer to any plot or tract of land shown upon any recorded subdivision on plat of the Properties, as amended from time to time;

(f) Owner. shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security merely for the performance of an obligation;

(g) Member. shall mean and refer to each Owner of a Lot;

(h) Declarant. shall mean and refer to Duncan/Dickson-Excelsior Way Joint Venture, a Texas joint venture, and the successor(s) and assign(s) (if any) of Duncan/Dickson-Excelsior Way Joint Venture, a Texas joint venture, with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of Duncan/Dickson-Excelsior Way Joint Venture in and to the Properties prior to the completion of development thereon. No person or entity merely purchasing one or more Lots from Duncan/Dickson-Excelsior Way Joint Venture in the ordinary course of purchaser's business shall be considered as "Declarant"; and

(i) Property. shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupies subject to this Declaration pursuant to Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS AMENDED DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupies subject to this Declaration (the "Property") is located in Dallas, Dallas County, State of Texas, and is more particularly described within Exhibit "A" attached hereto and incorporated herein by reference for all purposes. The Common Properties are shown on the drawing of Exhibit "B" attached hereto and incorporated here'n for all purposes.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be, and must remain, a Member of the Association in good standing.

Section 2. Voting Rights. Lot ownership shall entitle the Owner to cast one (1) vote per Lot in accordance with the provisions of the By-Laws.

Section 3. Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of an pertaining to the Association are set forth within the Articles of Incorporation and By-Laws of the Association, as same may be amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and each individual within a Member's nuclear family shall have a non-exclusive right and easement to use, and enjoy the Common Properties and such easement shall be appurtenant to and shall pass with the title of each respective Lot, PROVIDED, HOWEVER, such easement shall not give such person (including the Declarant) the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The Declarant will hold record title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 1 of this Article. The Declarant shall have the right and option (without the joinder and approval required by the City of Dallas) to improve, landscape and maintain the Common Properties, provided that Declarant fully and timely complies with any and all requirements of the City of Dallas. At some point in time (deemed reasonable and appropriate by the Declarant but prior to or upon sale of 100% of the Lots), the Declarant will convey title to the Common Properties to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declaration applicable to the Common Properties which may be permitted by law in order to reduce property taxes.

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

(a) The right of the Declarant or Association to prescribe reasonable regulations and policies governing, and to charge fees and/or deposits related to, the use, operation and maintenance of the Common Properties;

(b) The right of the Association to enter into and execute contracts with any party (including, without limitation, the Declarant or its corporate affiliates) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association and/or this Declaration;

(c) The right of the Declarant or the Association to take such steps as are reasonable necessary to protect the Common Properties against foreclosure;

(d) The right of the Declarant or the Association to enter into and execute contracts with the owner-operators of any community antenna television system or other similar operations for the purpose of extending cable or utility service on, over or under the Common Properties to ultimately provide service to one or more of the Lots;

(e) The right of the Declarant or the Association to suspend the voting rights of any Member and to suspend the right of any member to use or enjoy any of the Common Properties for any period during which any assessment against a Lot resided upon by such member remains unpaid, and otherwise for any period deemed reasonable by the Association for an infraction of the then existing rules and regulations; and

(g) The rights of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Declarant and the Members having a majority of the outstanding votes of the Association.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Undersigned, for each Lot owned by them within the Properties and for each Lot previously sold by the Declarant to a purchaser within the Properties who has agreed to the terms and conditions hereof, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(1) regular assessments or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties (including, without limitation, those matters described within Section 2 of Article VI);

(2) special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time; provided, however, that a majority of the Lot Owners can obviate such actions by giving written notice thereof to the Association within thirty (30) days of the date of such assessments;

(3) special individual assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Lot Owner and not caused by ordinary wear and tear; provided, however, that a majority of the Lot Owners can obviate such actions by giving written notice thereof to the Association within thirty (30) days of the date of such assessments; and

(4) Individual assessments and fines levied against Individual Lot Owners for violations of rules and regulations pertaining to the Association and/or the Common Properties provided, however, that a majority of the Lot Owners can obviate such actions by giving written notice thereof to the Association within thirty (30) days of the date of such assessments and/or fines;

all such assessments to be fixed, established and collected from time to time as hereinafter provided. Solely for purposes of obviating the assessments provided in paragraphs (2), (3) and (4) above the Declarant shall be allowed only one (1) vote regardless of the number of Lots it actually owns. The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, recreation, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private streets, access easements, walkways, common green or other properties, services and facilities devoted and related to the use and enjoyment for the Common Properties, including, but not limited to or for: the payment of taxes on the Common Properties and insurance in connection with the Common Properties, the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Properties; repair and maintenance of the lakes and dams; trash and garbage collection, security arrangements, and exterior maintenance for all or portions of the Lots, as may be determined necessary and appropriate by the Association from time to time; paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; carrying out the duties of the Board of Directors of the Association as set forth in Article VI herein; carrying out the various matters set forth or envisioned herein or in any matter or thing designated by the City of Dallas in connection with any zoning, subdivision, platting, building or development requirements.

Section 3. Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Board of Directors of the Association, the maximum regular base assessment shall be \$90.00 per Lot per month commencing on January 1, 1993;

(b) The Association's Board of Directors may establish the maximum base regular assessment for each Lot, provided that the maximum base assessment may not be increased more than thirty percent (30%) above the maximum assessment for the previous year unless approved by the Association's Members as provided in Section 3 of Article III;

(c) The Association's Board of Directors may fix the actual regular base assessment at an amount equal to or less than the maximum regular base assessment; and

(d) The Association's Board of Directors may establish a time-price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

Section 4. Date of Commencement of Assessments; Due Dates. The Board of Directors may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and accordingly, the Board of Directors shall prescribe the appropriate due dates and, if applicable, the time-price differential rates and due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) or any other assessments or special assessment under Section 3 and 4 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 5. Duties of the Board of Directors with respect to Assessments.

(a) In the event of a revision to the amount or rate of the regular base assessment, or establishment of a special group or special individual assessment, the Board of Directors of the Association shall fix the amount of the base assessment against each lot, and the applicable due date(s) for each assessment, at least sixty (60) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association;

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto; and

(c) The Board of Directors shall, upon reasonable demand, furnish to any Owner originally liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be added by the Board for the issuance of such certificate.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of Association.

(a) If any assessment or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the rate of eighteen percent (18%) per annum and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the Lot of the

non-paying Owner and Owner's heirs, executors, administrator, devisees, personal representatives, successors and assigns. The Association shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot;

(b) The Association may (but shall not be required) give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days of the original date due, provided that the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification;

(c) If any assessment or part thereof is not paid when due, the Association shall have the right and option to impose a late charge to cover the additional administrative costs involved in handling the account or to reflect any time-price differential assessment schedule adopted by the Association. The unpaid amount of any such delinquent assessment shall bear interest from and after the date when due at the rate of eighteen percent (18%) per annum until fully paid. If applicable state law provides or requires a ceiling under V.A.S. art. 5069-1.04, that ceiling shall be the indicated rate ceiling. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments and delinquent accounts, and there shall also be added to the amount of any unpaid assessment or to any delinquent account and all attorneys' fees and other costs of collection incurred by the Association; and

(d) All agreements between any Owner and Association and/or Declarant, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Association and/or Declarant or for the payment or performance of any covenant or obligations contained herein or in any other document exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, the, ipso facto, the obligation to be fulfilled shall be

reduced to the limit of such validity, and if from and such circumstance the Association and/or Declarant should ever receive an amount deemed interest by applicable law which shall exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the actual base assessment amount or principal amount owing hereunder and other indebtedness of the Owner to the Association and/or Declarant and not to the payment of interest or if such excessive interest exceeds the unpaid balance of the actual base assessment hereof and such other indebtedness, the excess shall be refunded to owner. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between any owner and the Association and/or Declarant.

Section 7. Subordination of the Lien the Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment; provided, however, such subordination shall apply only to the assessments which have been due and payable prior to the sale (whether public or private) of such property pursuant to the terms and conditions of any such first mortgage or deed of trust. Such sale shall not relieve such lots from liability for the amount of any assessment thereafter becoming due from the lien of any such subsequent assessment.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential community. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Declaration to be exercised and done by the Owners.

Section 2. Other Powers and Duties. The Board of Directors shall have the following duties.

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in this Declaration.

b. To establish, make, and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Property. (A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof).

c. To keep in good order, condition and repair all of the Common Elements and all times or personal property used in the enjoyment of the entire Property.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value. Further, to obtain and maintain comprehensive liability insurance covering the Common Elements and to insure and keep all fixtures, equipment and personal acquired by the Association for the benefit of the Association, the Owners of the Lots and their Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by a majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operation or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and the By-Laws.

Section 3. Board Powers. The Board shall have the right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then the Declarant may act for and on behalf of the Association and the Members, and the Association shall reimburse the Declarant for any and all reasonable expenses incurred in so acting.

Section 4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association.

Section 5. Liability Limitations. The Declarant, the Members and the directors and officers of the Association shall not be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its Directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof

or for failure to repair or maintain the same. The Declarant, the Association or any other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

Section 6. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE VII

INSURANCE; REPAIR; RESTORATION; SECURITY ARRANGEMENTS

Section 1. Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Properties or Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association, its Board of Directors, agents and employees, and for all Members of the Association, in such amounts and with such endorsements and coverage as shall be deemed appropriate by the Association. Such insurance may include, but need not be limited to:

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

(b) Comprehensive public liability (including, without limitation, liability insurance relating to the security personnel and security arrangements) and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Owners and Members with respect to the Common Properties; and

(c) Fidelity bonds for all officers and employees of the Association having control over the receipt or disbursement of funds.

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

Section 3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided for in Article V of this Amended Declaration to cover the deficiency.

ARTICLE VIII

USE OF COMMON PROPERTIES

The Common Properties may be used and enjoyed as follows:

Section 1. Restricted Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be a violation of any law or any rule or regulation promulgated by the Board.

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

Section 3. Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees.

ARTICLE IX

USE OF LOTS AND PROPERTIES - PROTECTIVE COVENANTS

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

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and private garage and servant's house, which may be attached or detached, for use of bona fide servants.

Section 2. Floor Space. The floor area of the main dwelling constructed on any Lot, exclusive of open porches and garages, shall be not less than 2,500 square feet air conditioned for all Lots.

Section 3. Setback Requirements. No building shall be located on any Lot nearer to the front property line or nearer to the side street line than the minimum building setback line shown on the recorded plat.

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

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Section 5. Garages. Each single family residential dwelling erected on any lot shall provide garage space for a minimum of two (2) conventional automobiles. In no case will any garage doors face directly to the front lot line (except as approved by the Architectural Control Committee). All garage doors shall be equipped with an automatic and remote-controlled electronic door opener; all garage doors shall be closed at all times when not in use.

Section 6. Signs. No sign or signs shall be displayed to the public view on any lot except that:

A. Declarant or any member may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of the lots;

B. The Architectural Control Committee shall establish details for the size, material, style of lettering, mounting height and general location of residence identification numbers.

Section 7. Site Lines. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street right of way lines, or in the cases of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

Section 8. Trash Receptacles and Collections. All trash receptacle shall be screened by fences so as not to be visible by other owners. Receptacles will be located at the side of a residence, with appropriate hard surfacing provided to service. Each lot owner shall make or cause to be made appropriate arrangements with the City of Dallas for collection and removal of garbage and trash on a regular basis.

Section 9. Exterior Surfaces and Roofing. Roof materials shall be limited to fire retardant wood shingles or shakes, both man made and natural, slate, standing metal seam, flat concrete tile or approved aluminum. In no case shall any more than two of the above mentioned materials be used on any one building. No corrugated metal, composition shingles or other unlisted roofing materials will be allowed. No gravel, crushed rock, asbestos shingled or asphaltic shingled roofs shall be allowed in the subdivision. Pitched roofs will have a minimum slope of 6:12. Flat or build-up roofing will be allowed only where needed to achieve a specific visual effect characteristic of the architectural style being imitated, or to aid in achieving height restriction requirements, but in no case shall the use of such roofing exceed twenty percent (20%) of the total roofing area.

No mechanic equipment shall be allowed to be seen from the street, except solar related equipment and then, only after the Architectural Control Committee is satisfied that the design of the building includes thoughtful placement of the equipment. Solar collectors, if used, must be integrated into the building design and constructed of materials that minimize their visual impact and unfinished aluminum frames will not be permitted.

Section 10. Exterior Walls. No building, structure or other improvement shall be erected on any lot with exterior materials other than masonry, primarily where the masonry shall constitute at least eighty percent (80%) of the total outside surface area exclusive of the roof and all openings and glass areas; provided, however, that masonry stucco shall be allowed if approved by the Architectural Control Committee. Any siding permitted under the foregoing standard shall be of quality wood or "masonite" products. No exterior 4'x8' sheet finish materials shall be allowed without prior approval of the Architectural Control Committee:

- | | |
|---|-------------------------------------|
| A. Chicago Antiques | D. Acme DT #0531/85 |
| B. Bickerstaff | E. Acme CEP 661 BL MOD |
| C. Acme FSP BL 2 MOD
Acme FSP BL 7 MOD | F. Acme "Garrison"
Tumbled Brick |

Face brick may be painted, provided that the color and paint type are approved by the Architectural Control Committee.

Section 11. Paving. Walkways, driveways and patios visible except required public walks visible from any street may be finished with any single use or mixture of the following materials:

- A. Interlocking Concrete Paver
- B. Brick Paver
- C. Exposed Aggregate Concrete
- D. Stamped, Colored Concrete

The Owner of each lot shall be held responsible for the construction of a seeded aggregate 1,000 P.S.I. concrete walk 5'0" wide by 4" thick with #3 steel reinforcing bars at 24" on center each way minimum to be constructed continuously along both sides of the platted right of ways for Excelsior Way at the location specified by the City of Dallas. All other proposed walks shall be indicated on the Site Plan submittal for review and comment by the Architectural Control Committee.

Installation of all types of exterior items and surfaces such as lights, mail chutes, towers, antennas, shall be subject to the prior approval of the Architectural Control Committee.

Section 12. Maintenance of Lots. If, at any time, an Owner of any lot shall fail to control weeds, grass and/or other unsightly growth, the Developer shall have the authority to and right to go onto said lot(s) for the purpose of mowing and cleaning said lot and shall have the authority and right to assess and collect from the Owner of said lot a reasonable sum for above

described services for each location. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. Each and every Owner of any Lot, by the acceptance of a deed or other conveyance of such Lot shall thereby covenant and agree to pay such assessment. The Lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Section 13. Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the order Lot Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the properties except in sanitary containers, which containers shall be concealed from view from the street and adjacent properties. All rubbish, trash or garbage shall be removed from the lot and shall not be allowed to accumulate thereon.

Section 14. Landscaping. An approved landscape plan must be fully installed within thirty (30) days of completion of construction of residence. Proposed plans should be submitted to the Architectural Control Committee 30 days prior to completion of the residence. There shall be no "boulder and rock" type landscapes.

Section 15. Swimming Pools. Swimming pools, built by the City codes, will show location and screening from adjacent Lots have been approved by the Architectural Control Committee.

Section 16. Screening. All utility meters, equipment, garbage containers, vents, air conditioning compressors and all other exterior mechanical equipment shall be visually screened and located as approved by the Architectural Control Committee.

Section 17. Antennas and Aerials. No antennas or aerials of any sort shall be permitted upon the properties other than those which shall be located within the exterior shell of a structure.

Section 18. Drainage. All proposed surface drainage proposals must be reviewed by the Architectural Control Committee. In no event will drainage be allowed to travel across adjacent lots, without prior written approval of adjacent Lot owners affected.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

Section 1. General.

(a) For the first five (5) years following the date of recording of this Amended Declaration, the Architectural Control Committee (hereinafter referred to as the Committee) shall be composed of three (3) individuals or business entities selected and appointed by the Declarant. From and after five (5) years subsequent to the date of recording of this Amended Declaration, the Committee shall be composed members of the subdivision, elected by the other Owners of Properties in the subdivision. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of a first class community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, harmony and conformity throughout the properties. As of the date hereof, the Declarant and the Undersigned acknowledge and agree that all existing homes meet the terms and conditions hereof.

(b) In the event of the death or resignation of any member of the Committee the remaining members shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this Article.

(c) No building, structure, fence, wall or improvement of any kind of nature shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

(1) Quality of workmanship and materials; adequacy of site dimensions, adequacy of structural design; proper facing of main elevation with respect to nearby streets;

(2) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;

(3) Location with respect to topography and finished grade elevation and effect of location and use on neighboring lots and improvements situated thereon, drainage arrangement; and

(4) The other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

(d) The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of the Properties.

(e) Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted will not be required and the approval of the Committee shall be presumed.

(f) The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Covenants, Conditions and Restrictions and are incorporated herein by reference.

Section 2. Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the setback areas applicable for each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on August 17, 2042 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast seventy percent (70%) of the votes of the Association and recorded in the Deed Records of Dallas County, Texas, which contains and sets forth an agreement to abolish the Covenants and Restrictions; provided, however, no such agreement [where approved by less than ninety-five percent (95%) of the votes of the Association] to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 3 of this Article, these Covenants and Restrictions may be amended and/or changed in part as follows:

(a) prior to October 1, 1993, the Declarant may amend or change these Covenant and Restrictions by itself or with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association; and

(b) from and after October 1, 1993, these Covenants and Restrictions may be amended or changed upon the express written consent of at least seventy percent (70%) of the outstanding votes of the Association.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants and Restrictions; but failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Dallas, Texas is specifically authorized (but not obligated) to enforce these Covenants and Restrictions. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

Section 4. Validity. Violation of or failure to comply with these Covenants and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot. Invalidation of any one or more of these Covenants and Restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full

force and effect. In the event any portion of these Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Dallas, then such municipal requirement shall control.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held in construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

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

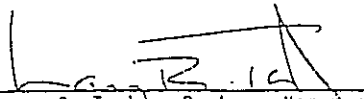
Section 7. Notices to Mortgagees. Any holder of a mortgage may be furnished with written notification from the Association of any default by the respective mortgage/Member/Owner in the performance of such mortgagor's/Member/Owner's obligations as established by this Declaration, provided that the Association has been therefore furnished, in writing, with the correct names and address of such mortgage holder and a request to receive such notification.

Section 8. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation of application of the provisions (excluding Article IX and issues concerning "substantial completion") of this Declaration or the Association Bylaws, shall be determined by the Board of Directors. Matters pertaining to Article XI and issues concerning "substantial completion" shall be determined by the Architectural Control Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, OUNCAH/DICKSON-EXCELSIOR WAY JOINT VENTURE and the Undersigned, have caused this instrument to be executed as of the date first written above.

ADDRESS
16200 Dallas Parkway
Suite 160
Dallas, Texas 75248

OUNCAH/DICKSON - EXCELSIOR WAY JOINT
VENTURE

By: 
Larry R. Taylor, Business Manager

12036 Excelsior Way
Dallas, Texas

Robert F. Fissette
Robert Fissette

12036 Excelsior Way
Dallas, Texas

Hancy Fissette
Hancy Fissette

12032 Excelsior Way
Dallas, Texas

Craig Goodman
Craig Goodman

12011 Excelsior Way
Dallas, Texas

Donald McKay
Donald McKay

12011 Excelsior Way
Dallas, Texas

Cecilia McKay
Cecilia McKay

12007 Excelsior Way
Dallas, Texas

John Miller
John Miller

12007 Excelsior Way
Dallas, Texas

EvaLee Miller
EvaLee Miller

12015 Excelsior Way
Dallas, Texas

David Radunsky
David Radunsky

12015 Excelsior Way
Dallas, Texas

Barbara Radunsky
Barbara Radunsky

12020 Excelsior Way
Dallas, Texas

Marcus Rosenberg
Marcus Rosenberg

12020 Excelsior Way
Dallas, Texas

Ann Rosenberg
Ann Rosenberg

12004 Excelsior Way
Dallas, Texas

Larry Taylor
Larry Taylor

12004 Excelsior Way
Dallas, Texas

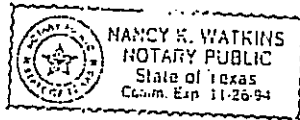
Carol Taylor
Carol Taylor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry R. Taylor, Business Manager of Duncan/Dickson - Excelsior Way Joint Venture, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16th day of Feb, 1993.

[S E A L]



Nancy K Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11/26/94

Print or Type Name of Notary

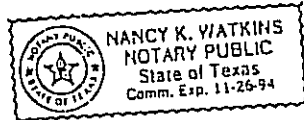
NANCY K WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Fisette, 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 on this 11 day of Sept, 1992.

[S E A L]



Nancy K Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11/26/94

Print or Type Name of Notary

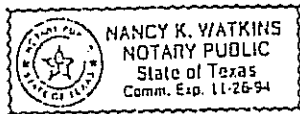
NANCY K WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Fisetle, 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 on this 11 day of Sept, 1992.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11/26/94

Print or Type Name of Notary

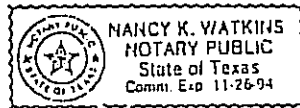
NANCY K. WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Craig Goodman, 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 on this 4th day of Nov, 1992.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11/26/94

Print or Type Name of Notary

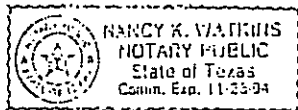
NANCY K. WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Donald McKay, 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 on this 30th day of Oct, 1992.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11-26-94

Print or Type Name of Notary

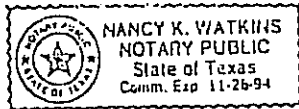
NANCY K. WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Cecilia McKay, 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 on this 30th day of Oct, 1992.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11-26-94

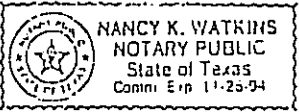
Print or Type Name of Notary

NANCY K. WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David Radunsky, 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 on this 7th day of February 1993.

[S E A L] 

Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:
11/26/94

Print or Type Name of Notary
NANCY K WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Radunsky, 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 on this 7th day of February 1993.

[S E A L] 

Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:
11/26/94

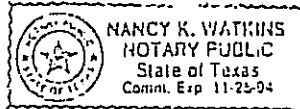
Print or Type Name of Notary
NANCY K WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Marcus Rosenberg, 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 on this 7TH day of February 1997.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:
11/26/94

Print or Type Name of Notary
NANCY K. WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ann Rosenberg, 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.

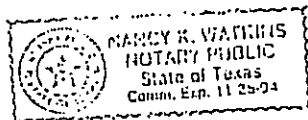
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16 day of Feb, 1997.

[S E A L]

Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:
11/26/94

Print or Type Name of Notary
NANCY K. WATKINS

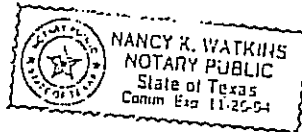


STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Larry Taylor, 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 on this 11th day of Dec, 1992.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11/26/94

Print or Type Name of Notary

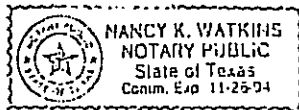
NANCY K WATKINS

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Carol Taylor, 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 on this 11th day of Dec, 1992.

[S E A L]



Nancy K. Watkins
NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

11/26/94

Print or Type Name of Notary

NANCY K WATKINS

Exhibit "A"

Being located at Excelsior Way, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19 and part of Lot 11, Block 30, City Block 7460, of Excelsior Way, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 86146, Page 3290 of the Map Records of Dallas County, Texas, said part of Lot 11 being more particularly described as follows:

BEGINNING at a point in the South line of Excelsior Way, said point being the Northwest corner of said Lot 11, same being the Northeast corner of said Lot 10, an iron stake found for corner;

THENCE: North 89 deg. 58 min. 25 sec. East, with the said South line of Excelsior Way, a distance of 18.0 feet, an iron stake found for corner;

THENCE: South 25 deg. 21 min. 20 sec. East, with a common line of Lots 11 and 12, a distance of 52.0 feet, an iron stake found for corner;

THENCE: North 89 deg. 58 min. 25 sec. East, with a common line of Lots 11 and 12, a distance of 93.26 feet, an iron stake for corner;

THENCE: South 00 deg. 00 min. 15 sec. East, with the East line of Lot 11, a distance of 42.81 feet to the most northerly corner of a tract of land conveyed to Val Joe Walker and Venita Walker by Deed recorded in Volume 86232, Page 1545, an iron stake for corner;

THENCE: South 42 deg. 51 min. 02 sec. West, a distance of 25.74 feet to the Southwest corner of said Walker tract, an iron stake for corner;

THENCE: South 88 deg. 45 min. West, with the South line of said Lot 11, a distance of 116.52 feet to the Southwest corner of said Lot 11, an iron stake found for corner;

THENCE: North 00 deg. 01 min. 35 sec. West, with the common line of Lots 10 and 11, a distance of 111.15 feet to the PLACE OF BEGINNING.

TOGETHER with the non-exclusive Easement right of enjoyment of the common areas as reflected on the Plat and as provided in Homeowners Agreement dated July 15, 1986, filed July 29, 1986, recorded in Volume 86146, Page 3285 of the Deed Records of Dallas County, Texas, and Amendment to Homeowners Agreement dated October 26, 1988, filed October 29, 1988, recorded in Volume 88209, Page 3124 of the Deed Records of Dallas County, Texas.

EXHIBIT 'B'

Block 30, City Block 30/7460, of Excelsior Way, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 86146, Page 3290, Map Records of Dallas County, Texas: SAVE AND EXCEPT the following Lots:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19 and part of Lot 11, Block 30, City Block 7460, of Excelsior Way, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 86146, Page 3290 of the Map Records of Dallas County, Texas, said part of Lot 11 being more particularly described as follows:

BEGINNING at a point in the South line of Excelsior Way, said point being the Northwest corner of said Lot 11, same being the Northeast corner of said Lot 10, an iron stake found for corner;

THENCE: North 89 deg. 58 min. 25 sec. East, with the said South line of Excelsior Way, a distance of 18.0 feet, an iron stake found for corner;

THENCE: South 25 deg. 21 min. 20 sec. East, with a common line of Lots 11 and 12, a distance of 52.0 feet, an iron stake found for corner;

THENCE: North 89 deg. 58 min. 25 sec. East, with a common line of Lots 11 and 12, a distance of 93.26 feet, an iron stake for corner;

THENCE: South 00 deg. 00 min. 35 sec. East, with the East line of Lot 11, a distance of 42.81 feet to the most Northerly corner of a tract of land conveyed to Val Joe Walker and Venita Walker by Deed recorded in Volume 86232, Page 1545, an iron stake for corner;

THENCE: South 42 deg. 51 min. 02 sec. West, a distance of 23.74 feet to the Southwest corner of said Walker tract, an iron stake for corner;

THENCE: South 88 deg. 45 min. West, with the South line of said Lot 11, a distance of 116.52 feet to the Southwest corner of said Lot 11, an iron stake found for corner;

THENCE: North 00 deg. 01 min. 35 sec. West, with the common line of Lots 10 and 11, a distance of 111.15 feet to the PLACE OF BEGINNING.

TOGETHER with the non-exclusive Easement right of enjoyment of the common areas as reflected on the Plat and as provided in Homeowners Agreement dated July 15, 1986, filed July 29, 1986, recorded in Volume 86146, Page 3285 of the Deed Records of Dallas County, Texas, and Amendment to Homeowners Agreement dated October 26, 1988, filed October 29, 1988, recorded in Volume 88209, Page 3124 of the Deed Records of Dallas County, Texas.

1375
State Suite
James Brown
2323 Brown St
Dallas, TX 75201

Seal of the State of Texas
COUNTY CLERK, DALLAS COUNTY, TEXAS
FEB 18 1993
COUNTY OF DALLAS
STATE OF TEXAS

Seal of the State of Texas
COUNTY CLERK
DALLAS COUNTY
93 FEB 18 AM 10:40

93033 0706

ARTICLE III

Use and Management of Common Areas

Section 1. Each owner shall have the nonexclusive right of enjoyment and use of the common areas. This right is an easement and passes with the title to every lot.

Section 2. The Association shall maintain, repair, and restore all common areas. The Association shall levy an assessment upon each lot on a pro rata basis for all costs connected with the maintenance of the common areas. The common areas as platted are:

Common Area "A" Landscape and hard surface. Landscape irrigated and lighted.

Common Area "B" Landscape and hard surface. Landscape irrigated and lighted.

Common Area "C" Privacy/entry wall with fountains and landscape. Landscape to be irrigated and lighted.

Common Area "D" Privacy/entry wall with fountains and landscape. Landscape to be irrigated and lighted.

Section 3. Each assessment is the personal obligation of the owner of each lot at the time when the assessment is due. The assessment, together with interest and cost of collection including reasonable attorney's fees shall be a lien on the lot and on all improvements on the lot.

ARTICLE IV

Rights of the City

Section 1. The City shall have the right (but not the duty) to perform the maintenance obligations of the Association if the Association fails to reasonably perform its maintenance obligations, and the Association fails to reasonably perform its maintenance obligations within ten (10) days after receipt by the Association of written notice from the City stating the nature and extent of the Association's failure to maintain common areas.

Section 2. Upon assuming the maintenance obligation, the City may levy and collect all assessments.

Section 3. If the City assumes the maintenance obligation, the City shall have the right of access to maintain the common areas. The Association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise including attorney's fees and costs of suit, in connection with the City maintaining the common areas.

Section 4. If the City assumes the maintenance obligation, the Association may not collect any assessments and shall have no authority to perform the maintenance obligations. The Association may collect assessments and resume its

duties to maintain the common areas when it presents to the City substantial evidence of its willingness and ability to resume its maintenance obligations.

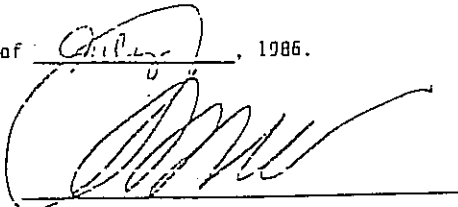
ARTICLE V

Duration

Section 1. These restrictions shall be binding for a period of twenty-five (25) years from the date of this agreement and shall automatically be extended for successive ten (10) year periods unless a written instrument vacating or modifying the agreement is signed by the Director of Urban Planning and all owners, and filed in the Deed Records at the owner's expense.

Section 2. The Dallas City Council may by ordinance filed in the Deed Records terminate this agreement if the Council finds physical conditions of the property and the surrounding area have substantially changed to warrant the termination of this agreement. Notice of such public hearing shall be given as would be required by law for a zoning change, except that the area of notification is hereby limited to the area described and illustrated in Exhibit "A".

EXECUTED ON THIS 15 day of July, 1986.



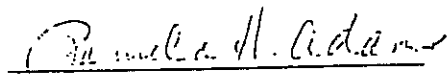
Owner
Ramsey M. Munir
President
Sharif-Munir-Davidson Development Corp

THE STATE OF TEXAS)

COUNTY OF DALLAS)

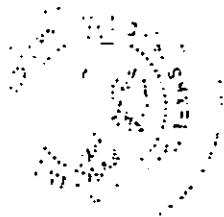
BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared Ramsey M. Munir, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY SEAL OF OFFICE, This 15 day of July, 1986.



NOTARY PUBLIC in and for Dallas,
Dallas, County, Texas.

My commission expires: 11-29-86



STATE OF TEXAS
COUNTY OF DALLAS
JULY 23 1989
COUNTY CLERK, DALLAS, TEXAS



CERTIFICATE OF APPROVAL

DON V. AVERITT

Chairman of the City Plan Commission of the City of Dallas, State of Texas, hereby certifies that the attached plan was duly filed for approval with the City Plan Commission of the City of Dallas on the 16 day of July, A. D. 1989 and same was duly approved on the 24 day of July, A. D. 1989 by said Commission.

Merilee S. Ramsey
Chairman
City Plan Commission
Dallas, Texas

Attest:

[Signature]
Secretary

FILED FOR RECORD
This 29 day of *July*
1989 at 1:20 o'clock *P* M
Earl Bullock, County Clerk
Dallas County, Texas
By *[Signature]* Deputy

ESPEY HUSTON & ASSOC.
303 W. Campbell Rd. # 400
Richardson, TX 75080
Attn. Nestor Cardenas

86146 3289

D-7
SM-845-323

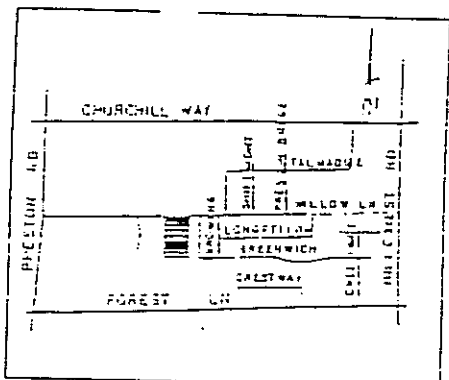
96148 3290

187/41/19 1

0

8457

4



LOCATION MAP 1"=2000'

CURVE NO.	DELTA	RADIUS	LENG
1	90° 0' 0"	40.00	62.00
2	30° 46' 35"	40.00	61.00
3	31° 13' 25"	40.00	62.00
4	74° 0' 0"	40.00	62.00
5	24° 0' 0"	25.00	23.00
6	40° 58' 53"	55.00	96.00
7	20° 15' 47"	55.00	19.00
8	20° 15' 48"	55.00	19.00
9	22° 16' 28"	55.00	65.00
10	24° 0' 0"	55.00	23.00

NOTE: WATER AND SANITARY EASEMENT OF WORKING SPACE FOR CONSTRUCTION OF ADDITIONAL EASEMENT AREA IS MAINTENANCE OF MANHOLES, CLEAN FROM THE MAIN TO AND INCLUDING FROM THE MAIN TO THE CURB. SUCH ADDITIONAL EASEMENTS AND THEIR LOCATIONS AS INSTALLED.

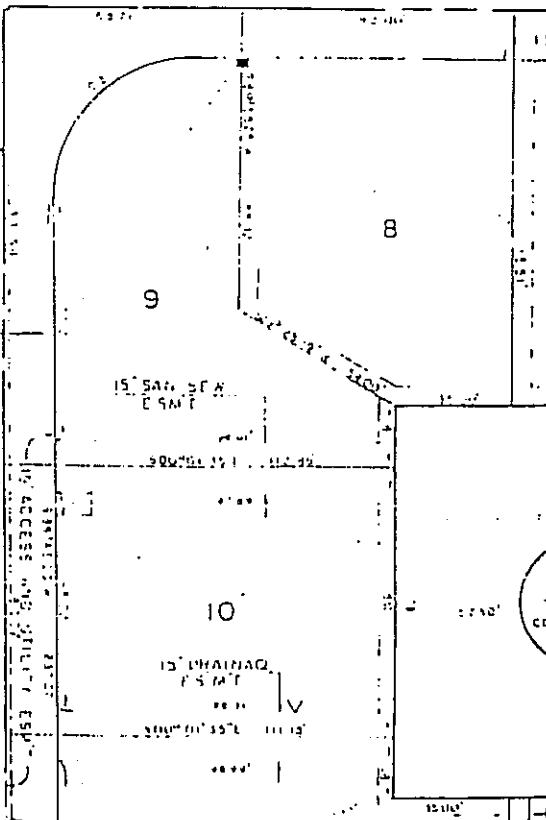
SIERRA-LA ADOPT
Vol 77231, Pg 594

BLOCK 467480

WILLOW LA

DR & W.P. ROWLAND
BLOCK 7460

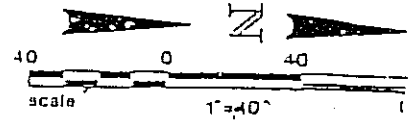
588° 45' 00" W
347.10



1628 94198

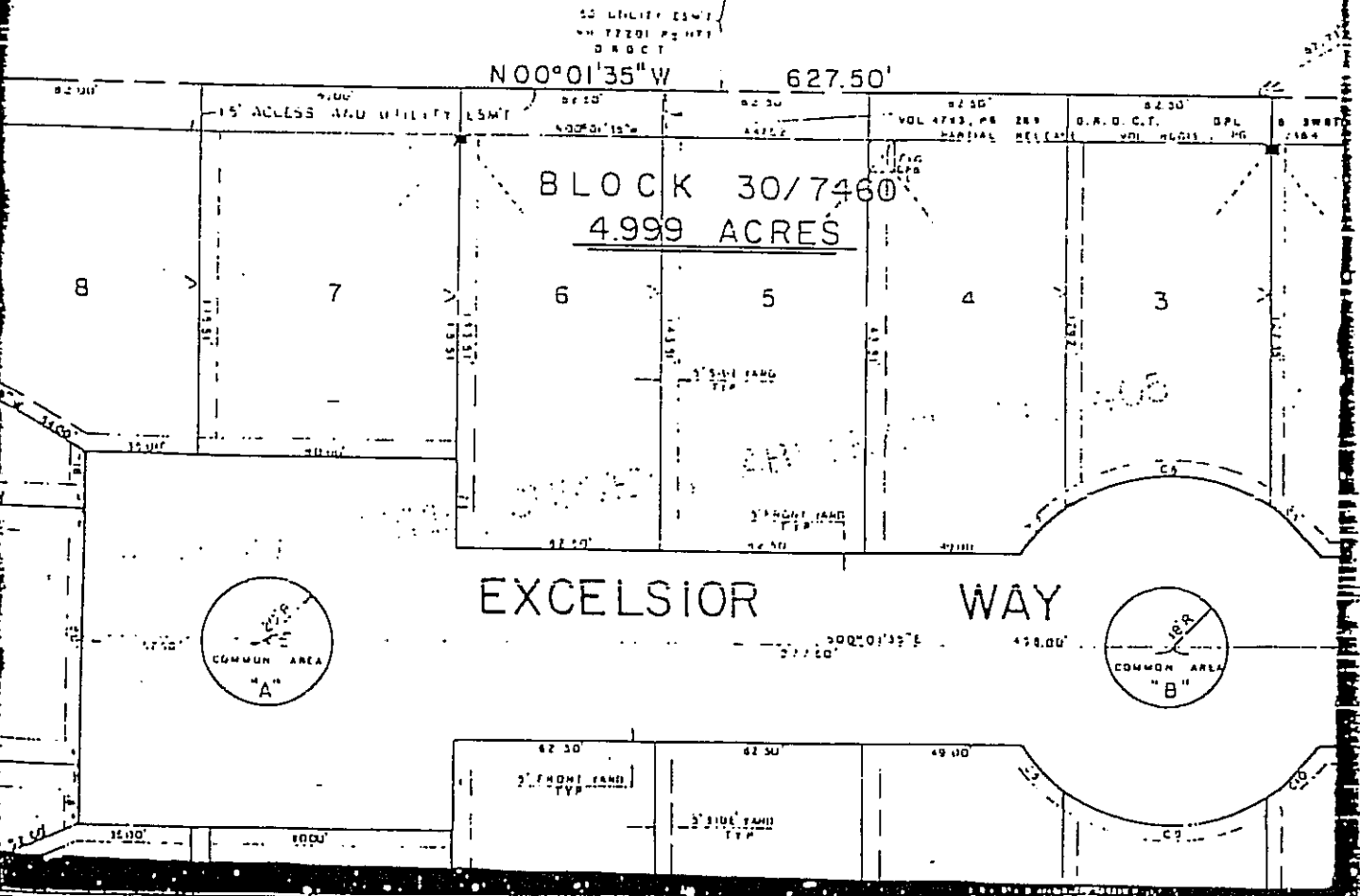
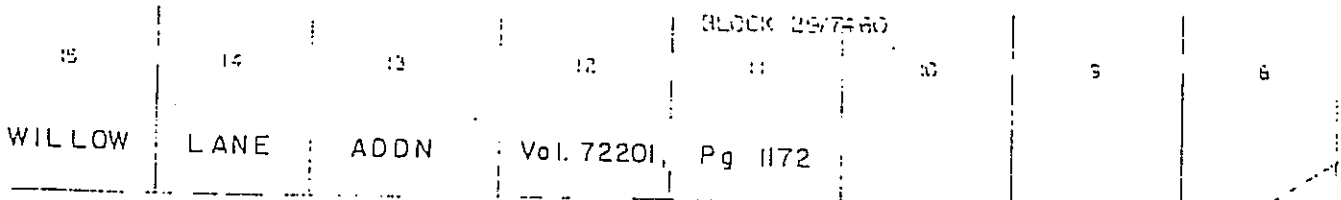
SIGNAL CURVE DATA

ANGLE	RADIUS	LENGTH	CHORD	TAN	CH. BEARING
0°	40.00	62.83	56.57	40.00	S 45° 1' 35" E
33°	40.00	61.98	55.96	39.15	S 44° 21' 43" W
25°	40.00	63.69	57.17	40.86	N 45° 38' 17" W
0°	40.00	62.83	56.57	40.00	N 44° 58' 25" E
36°	55.00	23.05	22.88	11.70	S 44° 51' 46" W
47°	55.00	66.51	62.53	31.00	S 1° 47' 59" E
48°	55.00	19.77	19.66	9.39	S 46° 46' 21" E
56°	55.00	19.77	19.66	9.39	N 10° 37' 11" E
56°	55.00	66.51	62.53	31.00	N 1° 40' 49" E
36°	55.00	23.05	22.88	11.70	N 44° 57' 57" W



> DENOTES ZERO (0) OF LINE
FIR FOUND IRON ROD

AND SANITARY EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA
 KING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE SYSTEM.
 ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND
 MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES
 FROM THE MAIN TO AND INCLUDING THE METER BOXES, SEWER LATERALS
 FROM THE MAIN TO THE CURB OR PAVEMENTS, AND THE DESCRIPTIONS OF
 ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY
 LOCATIONS AS INSTALLED.



OWNER'S CERTIFICATE

AS:

AS:

SHARIF-MUNIR-DAVIDSON DEVELOPMENT CORP is the owner of a tract of land located in the Thomas Dyke Survey, Abstract being part of City Block 7460, City of Dallas, Dallas County, Texas and being more particularly described as follows:

found 1/2-inch iron rod in the south line of Willow Lane (60 foot right-of-way), said iron rod also being the northeast corner of the Willow Lane Addition, an addition to the City of Dallas as recorded in Volume 72201, Page 1172, of the Deed Records of Dallas County,

88°45'00" East, 347.10 feet along the south line of said Willow Lane to a found 1/2-inch iron rod, said iron rod being the northeast corner of the Willow Lane Park Addition, an addition to the City of Dallas as recorded in Volume 74114, Page 2054 of the Deed Records of Dallas County, Texas;

00°01'35" East, 627.50 feet along the west line of said Willow Lane Park Addition to a found "X" cut in concrete, said "X" cut in the north line of the Lake Estates Addition, an addition to the City of Dallas as recorded in Volume 80044, Page 1875 of the Deed Records of Dallas County, Texas;

88°45'00" West, 347.10 feet along the north line of said Lake Estates Addition, the north line of the W.P. Rowland tract, and the Shangri-la Addition, an addition to the City of Dallas as recorded in Volume 77231, Page 594 of the Deed Records of Dallas County, Texas, to a found 1/2-inch iron rod in the east line of said Willow Lane Addition;

00°01'35" West, 627.50 along the east line of said Willow Lane Addition to the POINT OF BEGINNING and CONTAINING of land.

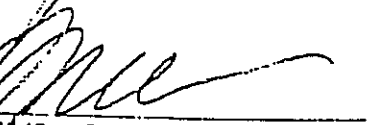
KNOW ALL MEN BY THESE PRESENTS:

I, M. Munir, acting as duly authorized officer for SHARIF-MUNIR/DAVIDSON DEVELOPMENT CORP do hereby adopt this instrument herein above described property as Excelsior Way, an addition to the City of Dallas, Texas, and do hereby convey, in fee simple, to the public use forever the streets and alleys shown thereon. The easements shown thereon are reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police departments, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The responsibility of paying on the utility and fire lane easements is the responsibility of the property owner. No buildings, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities and for their use same. All, and any public utility shall have the right to remove and keep removed all or parts of buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the operation, maintenance or efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, repairing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress on private property for the purpose of reading meters and any maintenance or service required or ordinarily performed thereon.)

Sanitary sewer easements shall also include additional area of working space for construction and maintenance of same. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrant services and sewer services from the main to the curb or pavement line, and description of such additional easement area shall be determined by their location as installed.

This instrument is approved subject to all existing ordinances, rules, regulations and resolutions of the City of Dallas, Texas, and shall be constructed by, the builder as required by City Council Resolution No. 68-1038 and in accordance with the requirements of the Director of Public Works.

Witness my hand and at Dallas, Texas, this the 16 day of July, 1986.


M. Munir, President
SHARIF-MUNIR-DAVIDSON DEVELOPMENT CORP

AS:

Undersigned authority, a notary public in and for said county and state, on this day personally appeared RAMSAY M. [Name] to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

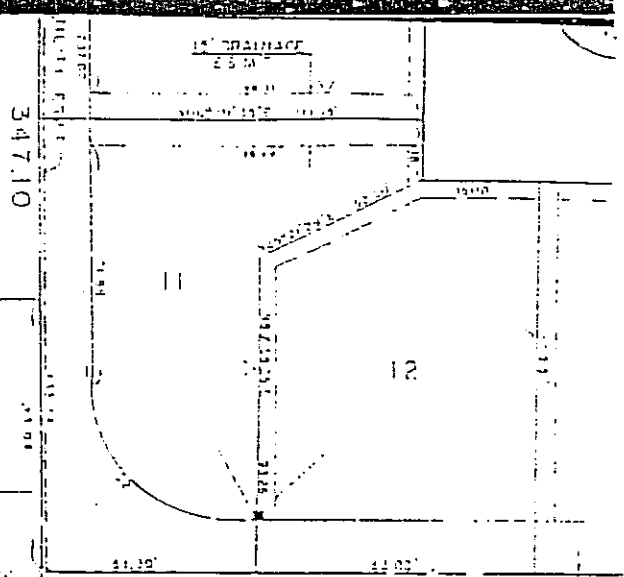
16 day of July, A.D. 1986.

LAKE ESTATES
VOL 80044Pg 1475

BLOCK 45A77460

TABULATION OF COMMON AREA

	1,257	SF
B	1,018	SF
C	2,665	SF
D	2,665	SF



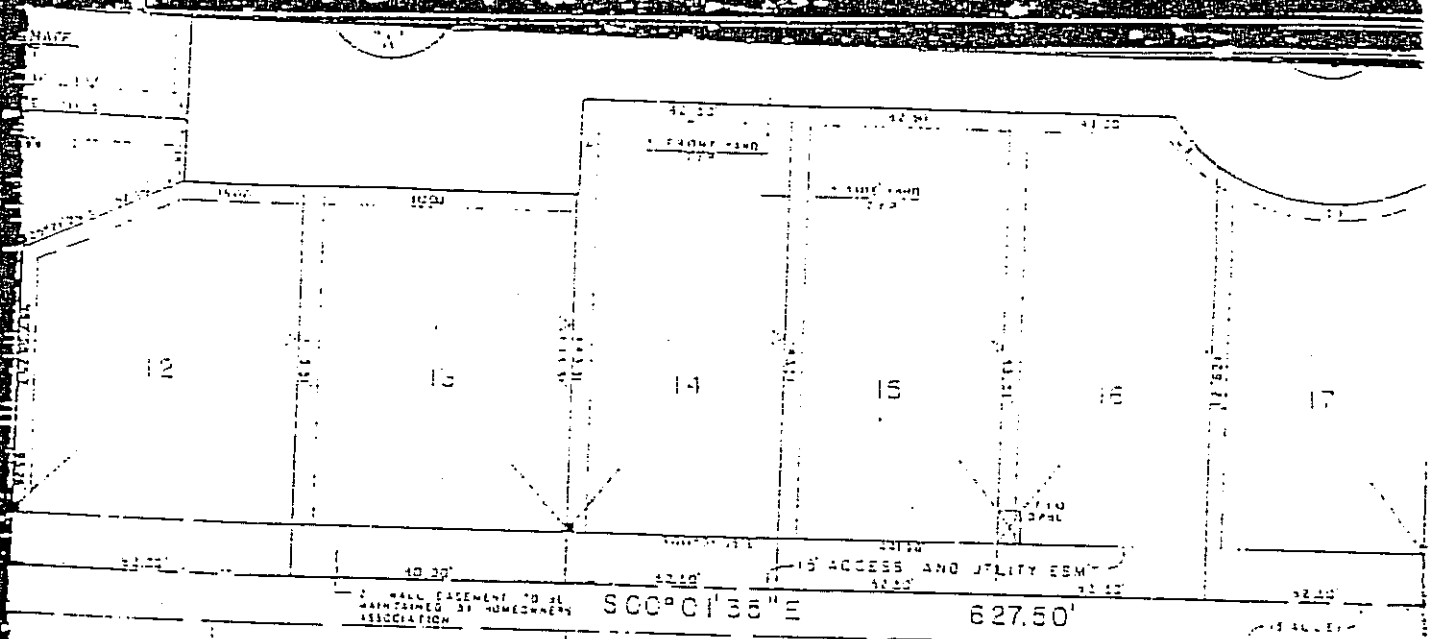
27' x 3' PAVEMENT TRANSFORMER EASEMENT FOR THE D. P. & L. CO. EQUIPMENT ONLY, WITH PRE-LAYED LANCE ANGLES. THE EASEMENT MUST REMAIN PARALLEL WITH LOT 11 SHALL BE 3 FT. MINIMUM.

3' x 3' SUBSURFACE SERVICE BOX EASEMENT FOR THE D. P. & L. CO. EQUIPMENT ONLY, WHERE PROPERTY LINES ANGLES, THE EASEMENT SHALL REMAIN PARALLEL WITH LOT 12 SHALL BE 3 FT. MINIMUM.

3 FT. STRIP EASEMENT FOR STREET LIGHTING CABLE AND THE EXCLUSIVE USE OF D. P. & L. CO. EQUIPMENT ONLY.

NOTE:
PLEASE DO NOT CHANGE THE SIZE OR LOCATION OF ANY EASEMENT WITHOUT CONTACTING THE D. P. & L. CO. REPRESENTATIVE

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SCALE:	
DATE:	
NO.	REVISION
1	D.P.&L. EASEMENT ADDED. PARTIAL RELEASE. RECORRING.
2	D.P.&L. EASEMENT ADDED WITH CETA
	AP 146-3294
	DATE
	DATE



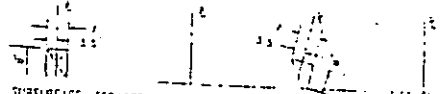
15' ACCESS AND UTILITY ESM

627.50'

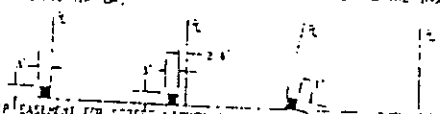
WILLOW LANE PARK ADDITION Vol 74114
BLOCK 317480

DALLAS POWER & LIGHT COMPANY EASEMENTS

1. 3' PROTRUSION TRANSFORMER EASEMENT FOR THE EXCLUSIVE USE OF D. P. & L. CO. EQUIPMENT ONLY. WHERE PROPERTY LINES FORM OBTUSE OR ACUTE ANGLES, THE EASEMENT MUST REMAIN PARALLEL WITH LOT LINE AND SHORTEST LEG SHALL BE 3 FT. MINIMUM.



2. 3' SUBSURFACE SERVICE BOX EASEMENT FOR THE EXCLUSIVE USE OF D. P. & L. CO. EQUIPMENT ONLY. WHERE PROPERTY LINES FORM OBTUSE OR ACUTE ANGLES, THE EASEMENT SHALL REMAIN PARALLEL WITH LOT LINE AND THE SHORTEST LEG SHALL BE 3 FT. MINIMUM.



3. STRIP EASEMENT FOR STREET LIGHTING CABLE AND CONDUIT. EASEMENT FOR EXCLUSIVE USE OF D. P. & L. CO. EQUIPMENT ONLY.



APPROVAL

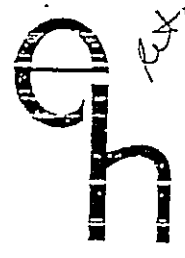
Approved this _____ day of _____, 1985

City Secretary

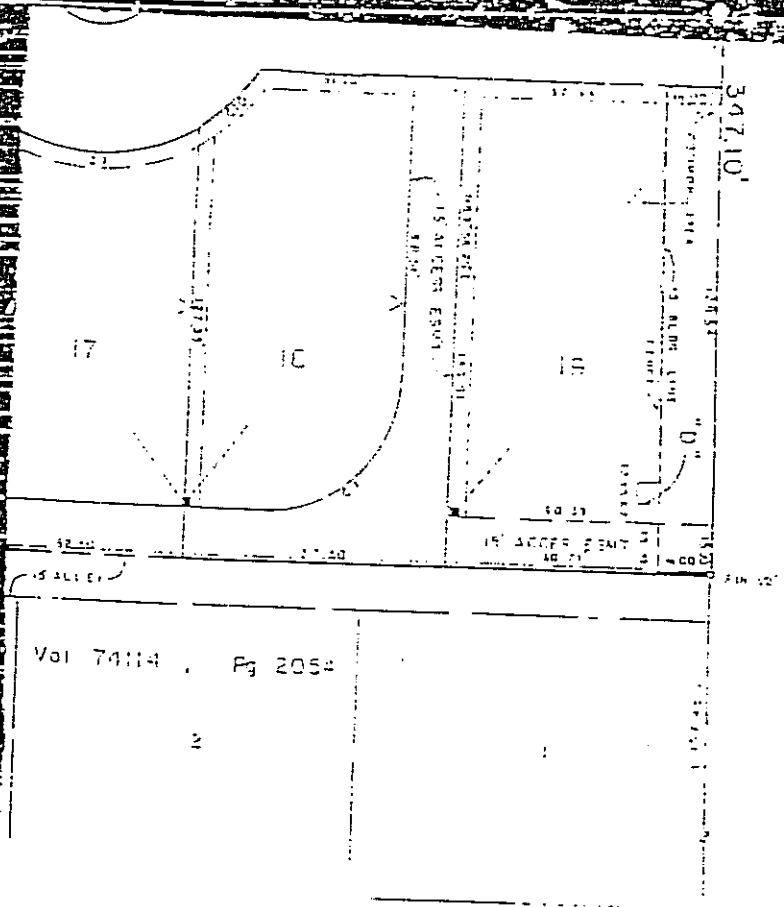
PLEASE DO NOT CHANGE THE SIZE OR LOCATION OF ANY EASEMENTS WITHOUT FIRST NOTIFYING THE D. P. & L. CO. REPRESENTATIVE

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: 1" = 40'
DATE: MAY, 1985
2/23/85 11/07/85 DATE

85146 3295



ESPEY,
Engineering
333 W. Co
(214) 669



LANE

STATE OF TEXAS
 COUNTY OF DALLAS

Before me, the undersigned a
 PRINTER known to me to be the
 executed the same for the pu
 Given under my hand and seal

Barbara H.
 Notary Public in and for
 Dallas County, Texas

STATE OF TEXAS
 COUNTY OF DALLAS

THAT I, NESTOR CARDENAS, s the
 this plat from an actual and
 my personal supervision in ac

Nestor Cardenas
 NESTOR CARDENAS
 Registered Public Surveyor
 Texas Registration No. 20004

STATE OF TEXAS
 COUNTY OF DALLAS

Before me, the undersigned auth
 CARDENAS, known to me to be the
 executed the same for the purpos

Given under my hand and seal of
Thomas Sharif
 Notary Public in and for
 Dallas County, Texas

My Commission Expires *11/1/86*

Vol 74114 Pg 205#

BROWNING LANE
 150' x 66.1'

APPROVAL CERTIFICATE

, 1986 by the Planning & Zoning Commission, City of Dallas.

Planning Commission Chairman

SPEY, HUSTON & ASSOCIATES, INC.

Engineering & Environmental Consultants

3 W. Campbell Rd. Richardson, Texas 75080

(4) 669-9600

06148 3246

THOMAS
 CITY E

SHARIF
 6009 BEL

TEXAS

DALLAS

I, the undersigned authority, a notary public in and for said county and state, on this day personally appeared RAMSEY M. [unclear] known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he the same for the purpose and considerations therein expressed and in the capacity therein stated.

at my hand and seal of office this the 16 day of July, A.D., 1986.

Amelia J. Adams
Notary Public in and for
County, Texas

My Commission Expires 29 day of November, 1986.

CHALLENGED CERTIFICATE

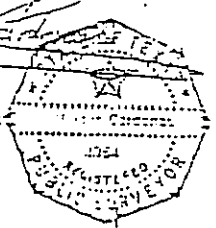


TEXAS

DALLAS

ESTER CARGENAS, a Registered Public Surveyor for Espey, Huston & Associates, Inc., do hereby declare that I prepared from an actual and accurate survey of [unclear] land and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Placing Rules and Regulations of the City of Dallas, Texas.

Public Surveyor
Registration No. 2004



TEXAS

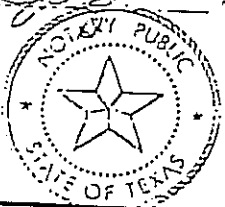
DALLAS

I, the undersigned authority, a notary public in and for said county and state, on this day personally appeared NESTOR known to me to be the person whose name is subscribed of the foregoing instrument and acknowledged to me that he the same for the purpose and considerations therein expressed and in the capacity therein stated.

at my hand and seal of office this the 17 day of July, A.D., 1986.

Nestor
Notary Public in and for
County, Texas

My Commission Expires 14 day of July, 1986.



Embossed Herein
Notary Public
My Commission Expires July, 14, 1986
DORINA YOUNG

SM-845-323

FINAL PLAT
EXC' SIOR WAY

.999 ACRES
THOMAS DYKE SURVEY, ABSTRACT NO. 405
CITY BLOCK 307460, CITY OF DALLAS
DALLAS COUNTY, TEXAS

SHARIF - MUNIR - DAVIDSON - DEVELOPMENT CORP
6009 BELTLINE ROAD, DALLAS TX. TEL. (214) 788-1234

SHEET NO |
OF | SHEETS

JOB NO. 6050-17

86146 3297

FILED JUL 29 AM 1:57

CERTIFICATE OF APPROVAL

RON V. AVERITT

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 16 day of July, A.D. 1986 and the same was approved on the 24 day of July, A.D. 1986 by said Commission.

Devin L. Ramsey
Chairman
City Plan Commission
Dallas, Texas

Attest:

[Signature]
Secretary

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

JUL 29 1986



Earl Bullock
COUNTY CLERK, Dallas County, Texas

86146 3298

D-7
SM-845-3

11.00

A 8956 0 11.00 DEED
1 97/29/26

HOMEOWNER'S AGREEMENT

THE STATE OF TEXAS)

)

COUNTY OF DALLAS)

Sharif-Munir-Davidson Development Corporation is the owner of property located in the City of Dallas County, Texas being described as on the plat attached hereto and made a part hereof and marked Exhibit "A".

Sharif-Munir-Davidson Development Corporation wants to establish reasonable restriction on the development and use of the property and to provide for the maintenance of areas which are or will be held under common ownership. For the consideration of the lots within the property, the following restrictions are placed on every lot and are made a part of every deed.

ARTICLE I

Definitions

The following words, when used in this statement of restrictions and covenants (unless the context shall clearly indicate otherwise), have the following meanings:

- A. "Association" means the Excelsior Way Homeowners Association, Inc.
- B. "City" shall mean the City of Dallas, Texas or its assignees.
- C. "Common areas" means all of the property designated as common areas on the plat attached as Exhibit "A".
- D. "Lots" means the numbered lots shown on the plat on which is attached as Exhibit "A".
- E. "Owner" means the record owner, (whether by foreclosure or otherwise) of fee simple title to any lot.
- F. "Property" means the real property described above.

ARTICLE II

Association: Creation, Membership, Bylaws

Section 1. The association shall be formed as a non-profit corporation in accordance with the laws of the State of Texas.

Section 2. All owners shall automatically become members of the Association. Membership in the Association is limited to the owners.

Section 3. The Association may adopt by-laws that reasonably regulate the organization and operation of the Association.

STATE OF TEXAS 5
 5
COUNTY OF DALLAS 5

This instrument was acknowledged before me on the 26
day of October, 1988, by Ramsey M. Munir, president of Sharif-
Munir-Davidson Development Corporation, a Texas corporation, on
behalf of said corporation.

Pamela H. Adams
Notary Public in and for
The State of Texas

My Commission Expires:
11-24-1990

Printed Name: PAMELA H. ADAMS



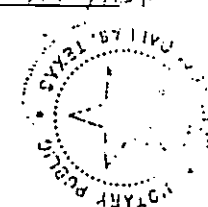
STATE OF TEXAS 5
 5
COUNTY OF DALLAS 5

This instrument was acknowledged before me on the 26
day of October, 1988, by Ramsey M. Munir, president of Sharif &
Munir Homes, Inc., a Texas corporation, on behalf of said
corporation.

Pamela H. Adams
Notary Public in and for
The State of Texas

My Commission Expires:
11-24-1990

Printed Name: PAMELA H. ADAMS



After recording, return to:
Dallas Title Company
6009 Beltline, Suite 212
Dallas, Texas 75240

PREPARED IN THE LAW OFFICE OF:
Jones & Associates,
a professional corporation
6009 Beltline @ Preston,
Suite 212
Dallas, Texas 75240

EXHIBIT "A"

Situated in Dallas County, Texas, and BEING a tract of land situated in the THOMAS DYKE SURVEY ABSTRACT NO. 405, and being a part of Block 7460 of the City of Dallas, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner, in the South line of Willow Lane (a 60 foot ROW), said rod being the Northeast corner of Willow Lane Addition, an Addition to the City of Dallas as recorded in Volume 72201, Page 1172 in the Deed Records of Dallas County, Texas;

THENCE North 88 deg. 45 min. East along the South line of said Willow Lane, a distance of 347.1 feet to the Northwest corner of Willow Lane Park Addition, an Addition to the City of Dallas as recorded in Volume 74114, Page 2054 in the Deed Records of Dallas County, Texas, an iron rod found for corner;

THENCE South 00 deg. 05 min. 18 sec. East along the West line of said Willow Lane Park Addition, same being with the West line of a 15 foot Alley, a distance of 627.5 feet, an "x" in concrete found for corner;

THENCE South 88 deg. 45 min. West along the South line of a tract of land conveyed to the First Church of Religious Science by deed filed 6-28-66 in the Deed Records of Dallas County, Texas, a distance of 347.1 feet to an iron rod found for corner in the East line of said Willow Lane Addition;

THENCE North 00 deg. 05 min. 18 sec. West along the East line of said Willow Lane Addition, a distance of 627.5 feet to the PLACE OF BEGINNING and containing 217,760 square feet or 4.999 acres of land;

ALSO KNOWN AS Lots 1 through 7, inclusive, and Lots 9 through 19, inclusive, Block 30/7460, of Excelsior Way, an Addition to the City of Dallas, Texas, according to the Map thereof recorded in Volume 86146, Page 3290, Map Records, Dallas County, Texas.

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY CLERK, DALLAS COUNTY, TEXAS
Gay B. Smith



OCT 26 1988

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

08 OCT 26 PM 3:37

COUNTY CLERK
Gay B. Smith

88209 3127