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After recording return to:

~~Susan Caster  
Glast, Phillips & Murray, P.C.  
2200 One Galleria Tower  
13355 Noel Road, D.B. 48  
Dallas, Texas 75240-6657~~

1184440

Deed 11/01/00 2377469 \$13.00

**FIRST AMENDMENT TO  
DECLARATION OF RECIPROCAL EASEMENTS AGREEMENT  
AND  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
ELM PLACE**

This First Amendment to Declaration of Reciprocal Easements Agreement and Declaration of Covenants and Restrictions for Elm Place is made this 30<sup>th</sup> day of October, 2000, by 501 Elm Place Partners, Ltd., a Texas limited partnership ("Declarant") and 509 Elm Place Residences Association, Inc., a Texas non-profit corporation (the "Association").

By Declaration of Reciprocal Easements Agreement and Declaration of Covenants and Restrictions for Elm Place (the "Agreement") dated June 24, 1999, recorded in Volume 99125, Page 00359, Real Property Records of Dallas County, Texas, Declarant and the Association imposed certain restrictions and granted reciprocal easements on the property located at 501 and 509 Elm Street in Dallas, Texas, more particularly described on Exhibit "A" thereto. Declarant and the Association now desire to amend the Agreement as follows:

Section 3.8(g) of the Agreement is deleted in its entirety and the following is substituted therefor:

"(g) Common Facility Maintenance expenses shall be allocated as follows: two-thirds (2/3's) of the Common Facility Maintenance expenses shall be paid by the Owners of the 501 Elm/Record Commercial Tract, and one-third (1/3) of the Common Facility Maintenance expenses shall be shared by the Owners of the 509 Elm Commercial Tract and the Owners of the Residence Tract (to be paid by and through the Association) on the basis of the total net rentable square footage contained within the Residential Tract versus the total net rentable square footage contained within the 509 Elm Commercial Tract, it being agreed that the 509 Elm Commercial Tract contains 6,426 net rentable square feet and that the Residence Tract contains 38,517 net rentable square feet. The Owner of the 509 Elm Commercial Tract may charge a reasonable fee to cover its costs and overhead incurred with the operation and Maintenance of the Common Facilities in accordance herewith. Again, costs of

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maintaining the Residence Lobby shall be paid by the Owners of the Residence Tract by billing directly to the Association. The Residence Lobby is not a Common Facility."

Except as amended hereby, the Agreement is hereby reaffirmed in its entirety.

The Association is granted authority to act on behalf of each owner of a Condominium Unit (as defined in the Agreement) in executing this Amendment pursuant to Section 10.14 of the Agreement.

Dated as of the date first above written.

**DECLARANT:**

501 ELM PLACE PARTNERS, LTD., a Texas limited partnership

By: Collinternational I, Inc., a Texas corporation, general partner

By:   
Gary A. Briel, Vice President

**ASSOCIATION:**


509 ELM PLACE RESIDENCES ASSOCIATION, INC., a Texas non-profit corporation

By:   
Gary A. Briel, Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

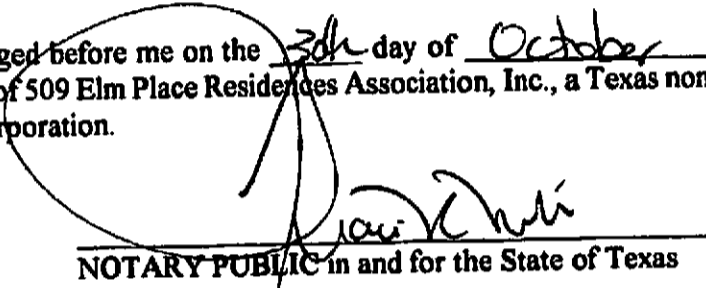
This document was acknowledged before me on the 30<sup>th</sup> day of October, 2000, by Gary A. Briel, Vice President of Collinternational I, Inc., a Texas corporation, as general partner of 501 Elm Place Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



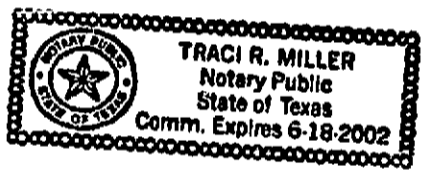
  
NOTARY PUBLIC in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This document was acknowledged before me on the 3rd day of October, 2000, by Gary A. Briel, Vice President of 509 Elm Place Residences Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



NOTARY PUBLIC in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_




**EXHIBIT A**

BEING all that tract of land out of the John N. Bryan Survey, Abstract No. 142, being all of Lot 1A, Block 14/21, 501 Elm Addition to the City of Dallas as recorded in Volume 89241, Page 840, Dallas County Map Records, as conveyed by Deed from West End Historic Limited Partnership to 501 Elm Place Partners, Ltd., recorded in Volume 96108, Page 720, Dallas County Deed Records, together with all of Lots 7 and 8, City of Dallas Block 14/21, as conveyed by Deed from Barker Nichols Group, Inc. to 501 Elm Place Partners, Ltd., recorded in Volume 98201, Page 30, Dallas County Deed Records.

14/21

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 <b>Jones &amp; Boyd, Inc.</b> 2010 Dale Parkway, Suite 200 Dallas, Texas 75244 Tel: 972-341-1111 Fax: 972-341-4111	<b>EXHIBIT A</b>	<b>PLAT</b>
	LEGAL DESCRIPTION	<b>COUNTY</b>
	<b>501 ELM STREET NEIGHBORHOOD</b>	<b>CITY OF DALLAS</b>
	<b>CITY OF DALLAS, DALLAS COUNTY, TEXAS</b>	<b>14/21</b>

ALLEGANCE TITLE COMPANY  
2100 MCKINNEY AVENUE, SUITE 1200  
DALLAS, TEXAS 75201

*Return to:*

*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas



NOV 1 2000

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.  
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 volume and page of the named records of Dallas County, Texas as stamped hereon by me.

FILED  
2000 NOV -1 AM 9:14  
EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

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