

EXHIBIT C TO LOT SALES CONTRACT
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE LOTS IN
CHAPEL HILL PHASE ONE

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STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

THAT Chapel Hill Development Limited Partnership, a Texas Limited Partnership (the "Declarant"), is the owner of Lot 1 Block 1, Lots 8 through 15 of Block 4, Lots 1 through 13 of Block 5, Lots 1 through 27 of Block 6, Lots 10 through 42 of Block 7, Lots 11 through 36 of Block 8, Lots 26 through 39 of Block 9, and Lots 1 through 27 of Block 10, of Chapel Hill Phase One (the "Addition"), an Addition to the City of DeSoto (the "City"), Texas, according to the plat thereof (the "Plat") recorded in Volume 86173, Page 4160 of the Map Records of Dallas County (the "County"), Texas.

Declarant has subdivided the property into single-family lots as shown on the Plat. As used herein, "lot" and "lots" shall refer only to the numbered plots shown on the Plat and shall not refer to public areas, parks, esplanades, tracts owned or subsequently acquired by any public body, or any plot or tract shown as a reserve whether designated as unrestricted or not.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Addition and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height or the maximum height as allowed by the city.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garages. Each residence shall have a detached or attached garage suitable for parking not less than two (2) or more than three (3) standard size automobiles, which garage conforms in design and materials with the main structure. All garages shall be rear entry, or as otherwise approved by the Committee (as hereinafter defined in Section 2.1). All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons.

Section 1.4 Restrictions on Resubdivision. Except for replats undertaken by Declarant, none of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or a similar substance approved by the Committee.

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Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor, with the prior written approval of the Committee, may have temporary improvements (such as sales office and/or construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motorhome, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of three quarters of a ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Addition except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.

(e) No vehicles or similar equipment shall be parked or stored in a area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any property at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee, may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(i) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted in the Addition.

(k) No individual sewage disposal system shall be permitted in the Addition.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must including those on corner lots (to the extent reasonably practicable) be visually screened from the street and adjoining lots and must be located in areas acceptable to the Committee.

(n) Except with the written permission of the Committee or as provided below, no antennas, discs or other equipment for sending or receiving sound or video messages shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Committee, one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet and one (1) satellite disc or other structure may be placed in the backyard so long as it is completely screened from view of any street, alley, park or other public area. No use shall be made of any lot or structure thereon for any other type of radio or television or similar broadcasting system.

(o) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Addition. The Committee shall also have the authority to require a 5/12 or greater roof slope, to specify that fireplaces and chimney flues be covered with brick or masonry, to prohibit the use of light-weight composition roof material, to require the use of specific types of divided light windows, to prohibit or restrict the use of solar or heating panels and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 2.6 Termination. The Committee appointed by Declarant shall cease to exist on the earlier of: (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) ten (10) years after the date hereof. The record owners of a majority of the lots in the Addition shall have the authority to record an instrument which provides for a committee elected by the homeowners to continue the functions of the Committee, which instrument shall establish election or appointment procedures whereby the homeowners' committee members shall be chosen and a notice procedure whereby all homeowners in the Addition will receive notice of such procedures. If there is no Committee or homeowners committee, no approval by the Committee or homeowners' committee shall be required under this declaration; variations from the standards set forth in this declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee or homeowners' committee during their periods of control.

Section 2.7 Liability of Committee. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this declaration, City codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue. This Section shall also apply to the members of the Association Committee, if such a committee comes into existence pursuant to Section 2.6 above.

ARTICLE III

SPECIAL FENCING AND LANDSCAPING

Section 3.1 Fences, Walls and Sprinkler Systems. For a period of ten (10) years after the recording of this document, Declarant shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions of any lot (the "Restricted Area") which are located outside the building, set back or sight lines as

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established by the Plat, this document or any governmental entity. Any fence, wall or sprinkler system shall be the property of the owner of the lot on which such fence, wall or sprinklers system is erected or installed, subject to the easements and rights of Declarant set forth below. No fence, wall or sprinkler system shall be erected or installed in the Restricted Area by the owner thereof without the prior written consent of Declarant

Section 3.2 Landscaping. Declarant shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area. In the event Declarant does not landscape the Restricted Area, the owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Restricted Area.

Section 3.3 Easement. Declarant shall have, and hereby reserves, the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Maintenance by Individual Lot Owner. In the event Declarant does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Restricted Area, then the owner of such lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the lot owner shall give Declarant ten (10) business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the Restricted Area and any fences, walls, grading, planting and landscaping thereon are being reasonably maintained and repaired by Declarant, the owner of such lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Declarant. In no event shall the owner of any lot perform any maintenance or repair work on any sprinkler system within the Restricted Area without the prior written consent of Declarant.

Section 3.5 Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any lots.

Section 3.6 Ten-Year Limitation. The provision of this Article regarding Declarant's rights shall terminate on the earlier of: (a) the date on which Declarant records a document evidencing said termination or (b) ten (10) years after the date hereof. Notwithstanding said termination, the homeowners shall have the right to exercise Declarant's rights hereunder pursuant to Section 4.13.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 4.2 Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

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Section 4.3 Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. If, after ten (10) days' prior written notice, an owner of a lot shall fail to: (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble, building and construction debris, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, then Declarant or the Association shall have the authority and right but not the obligation to go onto the subject lot for the purpose of mowing and cleaning said lot or to otherwise effect the aforesaid maintenance requirements and shall have the authority and right to assess and collect from the owner of said lot the amount so expended by Declarant or the Association in connection with mowing, cleaning or otherwise maintaining said lot on each respective occasion of such mowing, cleaning or maintenance. In the event an owner of a lot does not pay such an assessment within fifteen (15) days after the date of the invoice for such assessment, such owner shall also be obligated to pay Declarant or the Association interest thereon from said date until paid at the lesser of the maximum rate permitted by applicable law or eighteen percent (18%) per annum and the costs of collection thereof.

Section 4.4 Maintenance of Improvements. Subject to the provisions of Article III, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.5 Mortgages. It is expressly provided that the breach of any of the forgoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.6 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein or as allowed by applicable law.

Section 4.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 4.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition and the same shall inure to the benefit of owners of land in the Addition and Declarant, its successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 4.9 Enforcement. The owner of any lot in the Addition shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 4.11 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4.12 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 4.13 Homeowners' Election. If at any time a majority of the owners of lots in the Addition execute and record a document stating their intent and desire to perform some or all of Declarant's landscaping, maintenance, approval, or other rights or functions hereunder, and if such document provides a reasonable procedure for notifying all owners and for delegating responsibility and performing such functions, and if such document is approved and executed by Declarant, then such owners shall be entitled to all the discretion, authority, easements and rights of Declarant with respect to the matters as to which the homeowners elect to assume responsibility.

Section 4.14 Amendment. Until the sale by Declarant of half of the total number of lots in the Addition to third parties unrelated to Declarant, Declarant, its successors or assigns, at its discretion, may abolish or amend the covenants, conditions and restrictions set forth herein in whole or in part. Subsequent to such sale and so long as Declarant owns at least one lot, Declarant may amend the covenants, conditions and restrictions set forth herein with the consent of fifty-one percent (51%) of the then owners (including Declarant) of lots (with one vote to be cast for each lot so owned) evidenced by a document in writing bearing each of their signatures. For the ten (10) years following the recording of this declaration, no amendment of the covenants, conditions and restrictions set forth herein shall be valid or effective without the joinder of Declarant.

EXECUTED this 20th day of January, 1986.

Address: CHAPEL HILL DEVELOPMENT LIMITED PARTNERSHIP
a Texas Limited Partnership

251 O'Connor Ridge Blvd. Suite 300
Irving, Texas 75038

87013 22127

By:

John E. Papagolos
John E. Papagolos, Senior Vice President of Chapel Hill Development Corporation, the General Partner of Chapel Hill Development Limited Partnership

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The undersigned, being a lienholder on the property affected by the foregoing covenants, joins in the execution hereof for the purpose of consenting to the restrictions and covenants therein contained and of subordinating said lien to said restrictions and covenants.

TEXAS AMERICAN BANK/FORT WORTH

By:

Loog L. Streater
Print Name: LOOG L. STREATER
Title: Vice President

THE STATE OF TEXAS XX
COUNTY OF DALLAS XX

This instrument was acknowledged before me this 30th day of January 1986, by John E. Papagolos, Senior Vice President of Chapel Hill Development Corporation, the General Partner of Chapel Hill Development Limited Partnership, a Texas Partnership, on behalf of said partnership.

Loog L. Streater
Notary Public in and for the State of Texas

My commission expires:

7-16-88

Print name of notary:

Loog L. Streater

THE STATE OF TEXAS XX
COUNTY OF TARRANT XX

This instrument was acknowledged before me this 21 day of January 1986, by Loog L. Streater, Vice President of Texas American Bank/Fort Worth, a national banking association, on behalf of said association.

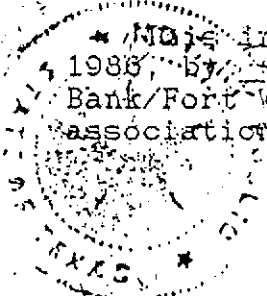
Sharon K. Warren
Notary Public in and for the State of Texas

My commission expires:

March 4, 1987

Print name of notary:

Sharon K. Warren



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AMENDMENT NUMBER ONE TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LOTS IN CHAPEL HILL PHASE ONE

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CHAPEL HILL DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant"), adopted a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Volume 87013, Page 2218 of the Deed Records of Dallas County, Texas, said covenants affecting Chapel Hill Phase One (the "Property"), an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 86173, Page 4160 of the Map Records of Dallas County, Texas.

WHEREAS, Declarant is the owner of the legal title to at least 51% of all of the lots affected by the Declaration;

WHEREAS, Declarant desires to amend the Declaration to change Section 1.8 of Article I to delete the requirement of exposed metal valleys on the roof;

NOW THEREFORE, Section 1.8 is hereby deleted in its entirety and the following is substituted therefor:

Section 1.8 Building Materials; Exterior Items and Surfaces. The total exterior wall area of each building constructed or placed on a lot shall be not less than the percentage as may be required by the City and shall be of brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. No plywood or masonite shall be used on any exterior wall unless approved by the Committee. Composition roofing material may be used, provided that no roof shall have less than 240 pounds per 100 square feet of roofing area unless specifically approved by the Committee before installation. The roof shall have double tabs. The color of any composition roofing shall be weathered gray or earth tones or as otherwise approved by the Committee. No tile shall be permitted unless approved by the Committee. Installation of all types of exterior items and surfaces, such as address numbers or external paint or stain, shall be subject to the prior approval of the Committee as to design, materials and location.

Except as amended hereby, the Declaration shall remain in full force and effect.

EXECUTED this 7 day of August, 1987.

CHAPEL HILL DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership

By its general partner, CHAPEL HILL DEVELOPMENT CORPORATION

By: D. Michael Crow
Print Name: D. MICHAEL CROW
Title: EXECUTIVE VICE PRESIDENT

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THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 7th day of August, 1987, by D. Michael Crow, Exec. V.P. of Chapel Hill Development Corporation; a Texas corporation, on behalf of said corporation, in its capacity as general partner of Chapel Hill Development Limited Partnership, a Texas limited partnership.

Anita J. Gabel
Notary Public Appointed in
and for the State of Texas

My commissions expires:

7-3-89

Print name of notary:

Anita J. Gabel

petition
To whom
were rights
assigned

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