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After recording return to:

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

Deed

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\$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 20<sup>th</sup> day of October, 2000, by 501 Elm Place Partners, L.P., 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 1.8(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: one-third (2/3) 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

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:**

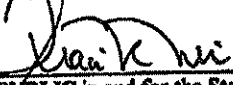
509 ELM PLACE RESIDENCES ASSOCIATION, INC., a Texas non-profit corporation

By:   
Gary A. Briel, Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

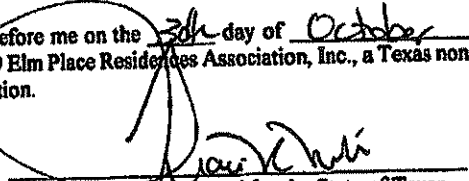
This document was acknowledged before me on the 30<sup>th</sup> day of October, 2000, by Gary A. Briel, Vice President of Collinternational I, Inc., a Texas corporation, as general partner of 501 Elm Place Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

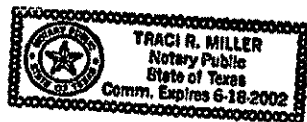


  
NOTARY PUBLIC in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS     §  
                              §  
COUNTY OF DALLAS   §

This document was acknowledged before me on the 30th day of October, 2000, by Gary A. Briel, Vice President of 509 Elm Place Residents 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 H. Bryan Survey, Abstract No. 148, being all of Lot 1A, Block 14/21, 501 Elm Addition to the City of Dallas as recorded in Volume 83244, Page 648, Dallas County Map Records, as conveyed by Deed from West End Historic Limited Partnership to 501 Elm Place Partners, Ltd., recorded in Volume 88108, Page 728, 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 89201, Page 38, Dallas County Deed Records.

99125 00385

 <b>Jones &amp; Boyd, Inc.</b> <small>1000 Lake Street, Suite 200        Dallas, Texas 75201        Tel: 214-761-1111        Fax: 214-761-1112</small>	<b>EXHIBIT A</b>		<small>1000        1000        1000</small>
	<small>1000</small>		
	<small>1000</small>		
	<small>1000</small>		
<small>1000</small>		<small>1000</small>	<small>1000</small>

20213 00809

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

*John P. ...*

COURTY CLERK, DAVID COUNTY, TEXAS  
*John P. ...*



NOV 1 2000

any provision herein which restricts the right, title, or use of the  
instrument shall be null and void. The date and time this  
instrument was filed in the public records of the State of Texas  
shall be the date and time this instrument was filed in the public  
records of the State of Texas. The date and time this instrument  
was filed in the public records of the State of Texas shall be the  
date and time this instrument was filed in the public records of the  
State of Texas.

FILED  
2000 NOV -1 AM 9:16  
EMIL KULLOCK  
COUNTY CLERK  
DALLAS COUNTY

20213 00810