

**COMMON AREA AND OPEN SPACE (COMMUNITY UNIT DEVELOPMENTS)  
MAINTENANCE AGREEMENT**

THE STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Sphinx Development Corp., ("Owner"), a Texas corporation, as the owner of the property described in Exhibit A attached hereto and incorporated herein for all purposes ("Property"), does hereby impress the Property with the following private land use restrictions:

**I.**

All common areas and open space areas designated on the plat within the Property ("common areas") are subject to regulations established by a Neighborhood Association (the "Association"). Association includes Owner until all lots in the Development are sold. Deeds for lots in the Property must convey membership in the Association and provide for the payment of dues and assessments required by the Association pertaining to the obligations imposed by these private land use restrictions.

**II.**

The Association is responsible for maintenance and cleaning of the common areas.

**III.**

The City has no obligation to maintain the common areas. If a common area is not maintained in compliance with the requirements of the Dallas City Code, the City shall have the right, but not the obligation, to take those actions necessary to put the common area in compliance ("Compliance Work"). The Association must pay the City for the Compliance Work performed within a period of 180 days from the date of presentation of the bill for the Compliance Work ("Bill") to the Association.

**IV.**

Owner hereby covenants and agrees, and each owner of any lot in the Property, by acceptance of a deed therefore, whether or not reference to the covenant shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the City of Dallas within 30 days of presentment, a proportional amount of the Bill not paid within the required time by the Association, based on the number of square feet of owner's lot divided by the number of square feet of all lots in the Property, excluding common areas if such common areas are platted as lots ("Individual Bill"). If any Individual Bill is not paid by the owner of a lot on the date when due, the City shall file a lien statement including a statement of expenses assessed against the lot, the name of the owner, if known, and the legal description of the lot with the county clerk of the county where the lot is located, the unpaid amount of the Individual Bill shall be considered delinquent and shall, together with interest thereon at the maximum lawful rate and costs of collection thereof, become a continuing debt secured by the lien on the lot of the

non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns, until the delinquency has been cured. If the City substantially prevails in a legal proceeding to enforce these provisions, the Association agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. The right of the City to enforce these provisions shall not be waived, expressly or otherwise.

V.

The Association and all owners of lots in the Property agree to defend, indemnify and hold City, its officers, agents and employees, harmless against any claims, lawsuits, judgments, costs and expenses for damage to the common area or personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may result from, arise out of or be in connection with the common area or these private land use restrictions.

VI.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "DALLAS DEVELOPMENT CODE, Ordinance No. 19455, as amended" of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

VII.

These private land use restrictions are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

VIII.

These private land use restrictions may not be altered, amended, or terminated unless the Property is replatted such that there is no common area or open space.

IX.

These private land use restrictions shall be construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for the enforcement of the indemnification provisions of these private land use restrictions shall be in Dallas County, Texas.

X.

If Association ever ceases to exist, or is unable to fulfill its obligations under this easement, Association shall mean all owners of one or more lots in the Property.

XI.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this 23<sup>rd</sup> day of March, 2010.

**SPHINX DEVELOPMENT CORP.**

  
\_\_\_\_\_  
Jay Off, President and CEO

**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE**

Lienholder or Mortgagee: NA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR., City Attorney**

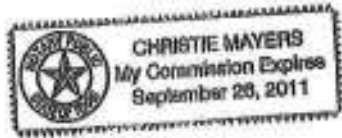
By:   
Assistant City Attorney

(Add acknowledgment for all owners and lienholder or mortgagee signatures)

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on March 23, 2010  
by Jay Oji, President and CEO of Sphinx Development Corporation on behalf of said  
corporation.



*Christie Mayers*  
NOTARY PUBLIC  
[NOTARY PUBLIC STAMP]

## Exhibit A

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS Sphinx Development Corporation is the owner of a tract of land situated in the William S. Beatty Survey, Abstract Number 57, City of Dallas, Dallas County, Texas, being a portion of Dallas City Block A/5914, B/5914 and C/5914, and being part of that tract of land as described to Sphinx Development Corporation, as recorded in County Clerk's File Number 200000068/22, Plat Records, Dallas County, Texas, also being a portion of CARVER HEIGHTS APARTMENTS, an addition to the City of Dallas as recorded in Volume 15, Page 299, Plat Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the Southeast corner of said Sphinx Development Corporation tract, same being in the intersection of the West right-of-way line of Fran Way (a 40-foot wide right-of-way) and the North line of Compton Street (a 35-foot wide right-of-way);

THENCE South  $67^{\circ}55'04''$  West, along the North line of said Compton Street, a distance of 559.58 feet to a 5/8 inch iron found for the Southwest corner of said Sphinx Development Corporation tract, said point also being in the East line of the remainder of Carver Heights Apartments tract, as recorded in Volume 15, Page 299, Plat Records, Dallas County, Texas;

THENCE North  $03^{\circ}02'01''$  West, leaving the North line of said Compton Street, and along the East line of said remainder of Carver Heights Apartments tract, a distance of 488.72 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner;

THENCE North  $88^{\circ}57'59''$  East, leaving the East line of said remainder of Carver Heights Apartments tract, a distance of 32.35 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner;

THENCE North  $59^{\circ}02'02''$  East a distance of 127.00 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner at the beginning of a curve to the right whose chord bears North  $68^{\circ}07'19''$  East, 34.57 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of  $16^{\circ}10'01''$ , a radius of 100.50 feet, and an arc length of 34.72 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner;

THENCE North  $77^{\circ}12'19''$  East a distance of 150.67 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner at the beginning of a curve to the right whose chord bears North  $84^{\circ}08'17''$  East, 26.50 feet;

THENCE in a Easterly direction along said curve to the right having a central angle of  $13^{\circ}53'56''$ , a radius of 102.50 feet, and an arc length of 26.58 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner;

THENCE South  $88^{\circ}53'45''$  East, a distance of 232.14 feet to a 5/8 inch iron with yellow cap stamped "CEI" set for corner in the West line of said Fran Way;

THENCE South  $00^{\circ}58'59''$  West, along the West line of said Fran Way, a distance of 377.99 feet to the POINT OF BEGINNING and containing 262,292 Sq. Ft. or 6.03 acres of land, more or less.

Conformed Copy  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
07/16/2010 11:53:12 AM  
\$32.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

201000179768

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MAINTENANCE AGREEMENT**

THE STATE OF TEXAS  
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non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns, until the delinquency has been cured. If the City substantially prevails in a legal proceeding to enforce these provisions, the Association agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. The right of the City to enforce these provisions shall not be waived, expressly or otherwise.

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EXECUTED this 23<sup>rd</sup> day of March, 2010.

**SPHINX DEVELOPMENT CORP.**

  
\_\_\_\_\_  
Jay Oji, President and CEO

**CONSENT AND CONCURRENCE OF  
LIENHOLDER OR MORTGAGEE**

Lienholder or Mortgagee: AA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR., City Attorney**

By:   
Assistant City Attorney

(Add acknowledgment for all owners and lienholder or mortgagee signatures)



STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on March 23, 2010  
by Jay Oji, President and CEO of Sphinx Development Corporation on behalf of said  
corporation.



*Christie Mayers*  
NOTARY PUBLIC  
[NOTARY PUBLIC STAMP]

## Exhibit A

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