

2900
W.D.

THE STATE OF TEXAS §

29.00 W.D.

COUNTY OF TARRANT §

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3 01/11/84

WHEREAS, BINKLEY-RICHARDSON, INC. ("Developer") has heretofore executed, published and filed of record certain "Declaration of Protective Covenants for Office, Commercial, Warehouse, and Industrial Section of Westway", (the "Declaration"), recorded in Volume 7567 page 1938 et. seq. of the Deed Records of Tarrant County, Texas; and

WHEREAS, Developer now desires to modify and restate the Declaration as more particularly set forth in that document entitled "Modification and Restatement of Declaration of Protective Covenants for Office, Commercial, Warehouse and Industrial Section of Westway" attached hereto (the "Modification"); and

WHEREAS, Developer requests the undersigned to approve and ratify the Modification;

NOW, THEREFORE, TRAMMEL CROW COMPANY, for and in consideration of the premises, does hereby approve and ratify the modification.

TRAMMEL CROW COMPANY

Steve Meyer
Steve Meyer

SWORN AND SUBSCRIBED TO BEFORE ME on this 10 day of January, 1984, to certify which witness my hand and seal of office.

Ruth Ann Wheeler
Notary Public in and for
State of Texas

My commission expires: 3-31-84

THE STATE OF TEXAS §

Dallas

COUNTY OF ~~TARRANT~~ §

This instrument was acknowledged before me on the 10 day of January, 1984, by Steve Meyer of Trammel Crow Company, on behalf of said corporation.

Ruth Ann Wheeler
Notary Public in and for
State of Texas

My Commission Expires:

3-31-84
Ruth Ann Wheeler
Typed/Printed Name of Notary

VOL 7713 PAGE 381

MODIFICATION AND RESTATEMENT OF DECLARATION OF PROTECTIVE
COVENANTS FOR OFFICE, COMMERCIAL, WAREHOUSE AND
INDUSTRIAL SECTION OF WESTWAY

THIS MODIFICATION AND RESTATEMENT is made by Binkley-Richardson, Inc., a Texas corporation, ("Developer"), and the undersigned who have legal or equitable interest in the Westway Development.

W I T N E S S E T H:

WHEREAS, on or about July 25, 1983, the Developer executed and acknowledged certain Declarations and Restrictions dated January 19, 1983, and entitled:

"WESTWAY DEVELOPMENT

DECLARATION OF PROTECTIVE COVENANTS FOR OFFICE
COMMERCIAL, WAREHOUSE AND INDUSTRIAL SECTION OF
OF WESTWAY"

filed July 26, 1983 in Volume 7567, pages 1938 et seq., of the deed records of Tarrant County, Texas (the "Declaration") pertaining to certain land (the "Property") described as follows:

Blocks 1, 2, 4, 5-R, 6 & 7, WESTWAY, an Addition to the City of Arlington, Tarrant County, Texas as described in Volume 388-158, Page 99, Plat Records, Tarrant County, Texas;

and

WHEREAS, the Declaration:

- (i) published certain prohibited uses of the Property;
- (ii) established construction and landscaping standards for permitted development activities on the Property; and
- (iii) required commencement of construction within certain time periods; and

WHEREAS, Developer now desires to modify and restate the Declaration,

NOW THEREFORE, in consideration of the premises, the Developer declares, publishes and encumbers the above described real property which shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, requirements, conditions and continuing rights held by Developer as hereinafter set forth.

I.

Definitions

- A. "Westway" shall mean the real estate and business development above described.
- B. "Developer" shall mean Binkley-Richardson, Inc.
- C. "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, lawns, hedges, mass plantings, landscaping, water lines, sewers, electrical and gas distribution facilities and all structures of any type or kind.
- D. "Property Owner" shall mean record owner of fee simple legal title to any portion of the land known as Westway Development according to the Deed Records of Tarrant County, Texas.
- E. "Protective Covenants" shall mean the covenants set forth herein and which may hereafter be set forth in any and all future instruments, deeds, contracts, plats and other documents adopted and recorded in the manner set forth herein.
- F. "Building or Structures" shall mean enclosures, walls, buildings and structures created, erected or placed on land or any portion thereof for principal use as office space, warehouse, retail, commercial, manufacturing or any other use permitted by these Covenants, including, without limitation, enclosures, buildings and structures for parking of motor vehicles.
- G. "Parking Facilities" shall mean all improvements placed, erected or created or maintained on any portion of the land for the purpose of parking motor vehicles.
- H. "Building Line" shall mean the minimum distance with which all buildings and structures shall be set back from the right-of-way lines of streets and proposed streets as shown on the latest plat of each portion or tract of land recorded in the Plat Records of Tarrant County, Texas, or with the recording agency of any other applicable governmental authority.
- I. "Building Site" shall mean each portion of land owned and/or developed as a unit, including not more than one (1) building or structure and all parking facilities required by these covenants and erected for the purpose of serving only said building structures. Each building site shall be designated by the Committee at the time the Committee approves plans and specifications for construction of each building structure or improvement, and after designation not more than one (1) building or structure for principal use may be placed or erected on each building site without prior written consent by the Committee. A building site plan to be submitted hereunder will identify all phased construction together with a tentative schedule of development.
- J. "Land" shall mean any and all land situated in the Westway Development according to the Plat Records of Tarrant County, Texas, and any and all additional and amended plats which may hereafter be filed with respect to Westway Development.

- K. "Committee" Westway Development shall have an Architectural and Environmental Control Committee (the "Committee"). Which shall consist of five (5) members who shall be natural persons, and have duties and responsibilities set forth hereinafter. The Committee shall be constituted upon the first conveyance of any part of the Property by Developer with the Developer serving as Chairman.

II.

Use of Premises

All building sites within this section of Westway are for office, commercial, warehouse or industrial purposes or a combination of such uses and businesses of a like kind that meet the standards set forth herein. No use, whether initial, change or additional use, shall be commenced on or made of any portion of the land or any improvements, buildings or structures thereon until the Committee shall have approved such use in writing, as meeting the standards set forth herein.

In addition, no land or premises shall be used or occupied in any manner or for any purpose which is considered to be dangerous or which constitutes a nuisance, or is noxious or offensive by reason of the emission or discharge of noise, smoke, odorous or particulate matter, toxic or highly volatile materials, or the use of explosive materials.

Written approval by the Committee of a particular use shall be conclusive evidence of compliance with this covenant on uses to the extent any use so approved is not in violation of any law, ordinance or governmental regulation, and the Committee, in no event, shall be liable to any person for any damages or injuries resulting from or in connection with approval of a specific use.

III.

Construction and Landscaping Approval

All improvements to be erected or placed in Westway, including any and all alterations to such improvements, shall meet the construction and landscaping standards set forth herein. Any and all building plans and specifications and/or landscaping plans for improvements must be approved in writing by the Committee prior to implementation, provided, however, that in the event the Committee has not approved or rejected any building plans or specifications or landscaping plans for improvements in writing within thirty (30) business days following the day when a written request for approval of such plans was submitted for approval to the Committee, then in such event, such plans shall be deemed to have been approved by the the Committee. Each property owner, by acceptance of a deed to land within Westway, shall thereby agree that all questions of interpretation and compliance with these covenants shall be decided by the Committee, which decision shall be final and binding upon all parties in interest, and whose written approval of plans and specifications for improvements shall be its final approval thereof.

IV.

Construction Standards

All buildings shall have exterior walls of face brick, face tile, or of exposed aggregate concrete and/or glass or of an equivalent, permanent, architecturally finished material to finished grade. No building shall be covered with sheet or corrugated aluminium, iron or steel.

V.

Landscaping Standards

All building sites shall be landscaped only in accordance with a plan submitted to and approved in writing by the Committee prior to any improvements being placed on the building site. Such landscaping plan shall include information regarding the type of sodding, types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping plans shall also include an underground lawn sprinkler system. Further, it shall be the responsibility of the property owner of a building site to landscape and maintain the area between the lot lines of said owner's building site and the curb of any public roadways adjacent to such building site. All landscaping required hereunder or otherwise to be provided on any building site shall be completed within sixty (60) days after the substantial completion of any improvements to be constructed on the building site.

All existing trees larger than six inches in caliper must be located and noted on the site plan submitted to the Committee. No trees may be removed unless such removal is necessitated by plans approved by the Committee.

Each property owner will be required to comply with a thoroughfare and/or boulevard landscaping plan provided by the Committee. Each property owner will be required to comply with the thoroughfare and/or boulevard landscaping plan provided by the Committee. The trees should be a minimum 3" caliper Live Oak, nursery grown, with a minimum 10' height and 6' spread. The trees shall be single trunk with branching starting at 5' to 6' height. Field selected trees (native grown) are not acceptable. The street tree planting shall be shown on a drawing and shall be subject to review and acceptance by the Committee or its authorized representative. Each landscape plan will require each property owner to plant one tree every 30', 5' behind the property line along each side of property fronting on a street, whether the street be a front street or side street.

VI.

Setback and Frontages

No building, structure, multi-level parking structure or on-grade parking facility may be constructed, placed or erected nearer to the right-of-way of any street or proposed street than the building line shown on the plat, nor nearer than ten (10) feet to any side or rear property line not fronting on a street or proposed street. All building sites and any and all buildings, structures and parking facilities located thereon shall front on the street designated by the Committee at the time the Committee approves the plans and specifications for construction of said building structure or parking facility.

VII.

Parking, Truck Loading Areas

All parking facilities and truck loading areas shall be constructed of concrete. Minimum parking facilities shall be provided on each building site equal to (a) one (1) passenger car parking space for each 1000 square feet of warehouse and storage area, for each 300 square feet devoted to office space and for each 500 square feet of area devoted to manufacturing, assembly or research, or (b) one (1) passenger car parking space for every three (3) employees employed on a building site, whichever ratio shall result in the greater number of parking spaces.

No parking will be permitted on any street or proposed street or publicly dedicated area nor within ten (10) feet of any side or rear property line not fronting on any street. No loading docks or grade-level doors shall be constructed facing any public street or highway unless said loading dock or grade-level door and every part thereof is at least one hundred (100) feet inside the right-of-way line of the street or highway on which said loading dock or grade-level door fronts.

VIII.

Utilities

All utilities, including, but not limited to water, sanitary sewer, natural gas, electric and telephone, must be placed underground. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the building site and where placed on or below the surface of the building site and where placed on the surface, shall be adequately screened and fenced and all such installations shall be subject to prior written approval of the Committee.

IX.

Signs

Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of the Committee, which approval shall not be unreasonably withheld. However, the Committee reserves authority to deny installation of and to remove any and all signs that do not conform to any sign ordinances of the City of Arlington, Texas, affecting the Property. Any and all signs erected or placed on the building site must be well maintained and kept in a neat, orderly and well cared for condition at all times, and the Committee shall have the power and authority to remove, at the property owner's expense, any and all signs which are not maintained in a neat and orderly condition.

X.

Lighting

All plans and specifications for the construction of a proposed facility shall provide for exterior security lighting of the building structure and any and all parking facilities located on the building site and such lighting plan shall be subject to the approval of the Committee.

XI.

Open Storage and Screening

No articles, goods, materials, refuse, refuse receptacles, storage tanks or other items shall be stored or placed in the open or exposed to public view or the view from adjacent land or improvements. If it shall become necessary to keep or store such materials or items in the open, the portion of the building site used for said storage shall be fenced with a screening fence of permanent construction designed of solid materials approved in writing by the Committee prior to construction. Any and all said screening fences shall be of a height at least one (1) foot above the maximum height of the materials or items to be stored, but in no event shall any such screening fences be less than six (6) feet in height. All storage shall be limited to the rear two-thirds of the property

and in no event shall any materials or equipment be stored between any building lines shown on the plat and any street or proposed street; nor closer than ten (10) feet to any side or rear property line not fronting on any street or proposed street.

XII.

Screening of Roof Objects

All roof mounted equipment which rises above the roof line of any building or structure shall be effectively screened from view by use of a perimeter screen, of a height at least that of the roof mounted equipment. Perimeter screening shall be constructed in such a manner and of such materials as is compatible with the architecture of the building or structure on which it is located. Perimeter screening shall be approved in writing by the Committee before construction or erection said roof mounted equipment.

XIII.

Maintenance

The owner, occupant, user or lessee of each building site shall jointly and severally have the duty and responsibility, at their sole cost and expense, to (a) keep the premises, buildings, improvements, appurtenances and landscaping of each building site in a well maintained, safe, clean and attractive condition at all times; (b) comply in all respects with all governmental health rules and city ordinances; (3) remove at their expense any trash, refuse or waste of any character whatsoever which may accumulate on said building sites. If, in the opinion of the Committee, any such person fails in the foregoing duties and responsibilities, then the Committee, may give such person notice of his failure and such person must, within ten (10) days after receipt of written notice, perform the care and maintenance required or which is appropriate to restore the building site to a safe, well maintained, clean, attractive and lawful condition. Should any such person fail to fulfill this duty and responsibility after written notice, then the Committee may enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry or otherwise to any person.

The owner, occupant, user and lessee of any building site or portion of the land on which such work is performed by the Committee shall be liable for the cost of such work and shall promptly reimburse the Committee for the cost thereof and, if said costs are not promptly reimbursed to the Committee, the obligation to make the payment of the maintenance costs herein provided shall constitute a lien on the real property of property owner who has not paid said costs and shall further be the personal obligation of the property owner on the date the lien is filed. Any such lien shall be secondary and inferior to any purchase money or construction lien filed of record prior to the date of filing any lien created hereunder.

XIV.

Right to Re-Subdivide

A Property Owner shall have the right to re-subdivide within the development with the written approval of the Committee, which approval shall not be unreasonably withheld.

XV.

Governmental and Agency Regulations

The owners, users, occupants and lessees of each building site or portions of the land shall at all times comply with all laws, ordinances, rules, regulations and orders of all federal, state, county and municipal governments and governmental agencies presently applicable to the land or that may in the future be applicable to the land.

XVI.

Inside Manufacturing and Processing

Manufacturing and processing conducted in Westway shall be conducted within buildings. It being the intent of the Committee to prohibit all outside manufacturing, processing and activities.

XVII.

Initial Construction

Commencing upon the date of execution of a deed by Developer conveying a tract or tracts in Westway to an original purchaser, said owner covenants and agrees that he shall, within twelve (12) months from such deed date, commence in good faith and diligently prosecute to completion a building or structure for principal use on at least one building site on each tract of land owned or purchased by such original purchaser. In the event such original purchaser sells all or any part of his Westway land to a subsequent purchaser, such subsequent purchaser shall be bound by the original purchaser's covenant to commence construction and prosecute to completion, within twelve (12) months from date of Developer's deed to the original purchaser, a building or structure for principal use on at least one building site on each tract of land owned or purchased in Westway by such subsequent purchaser. Provided, however, in the event such original purchaser shall have commenced construction of a building or structure on a Westway tract retained by such original purchaser and does complete and occupy said building or structure within twelve (12) months from the date of Developer's deed, then any subsequent purchaser from an original purchaser shall have a period of twelve (12) months from date of the deed from the original purchaser to such subsequent purchaser within which to commence and prosecute construction as hereinabove required of all purchasers of land in Westway. In the event any property owner of the building site shall not have commenced construction thereon in the aforesaid period, or shall fail diligently to complete any construction commenced during said period, then Developer shall have the option, exercisable by written notice to said property owner at any time within ninety (90) days after the expiration of the aforesaid period, to repurchase the building site and any additional land acquired at the same time by said property owner within Westway for a total consideration equal to the original purchase price paid for the property by said property owner. Within twenty (20) days after receipt by property owner of Developer's notice of exercises of Developer's option to repurchase, said property owner shall convey by good and sufficient general warranty deed, subject only to such liens and encumbrances as then exist of record, the property on which Developer exercise its option to repurchase. The repurchase price to be paid by Developer shall be the original purchase price of the property paid by said property owner less

and except the outstanding principal balance and interest accrued to the date of said repurchase on liens and encumbrances then existing of record and may be paid in whole or in part by the cancellation of any unpaid purchase money obligations allowed by Developer. Developer shall have the right to enforce specific performance of its right to repurchase any property in any court of law or equity, and Developer shall in no event be liable in any manner to any person for any damages caused by any re-entry or possession of any property by the Developer pursuant to Developer's option herein contained. Developer may at any time, at Developer's election, extend in writing the time within which any building or structure must be commenced on any building site for reasons deemed sufficient by Developer in Developer's sole discretion, without in any manner waiving or impairing Developer's option and right to repurchase herein set forth, and the period within which said option may be exercised shall commence at the expiration of the extended time.

XVIII.

Duration of Protective Covenants

These protective covenants and any and all amendments thereto are covenants running with the land and shall be binding upon and inure to the benefit of each and every property owner, its heirs, executors, administrators, successors or assigns, for a period commencing on the date of filing hereof and continuing for the next thirty (30) years and, thereafter, for successive periods of ten (10) years unless the property owners owning a majority of the net acres (acres not subject to or underlying publicly dedicated areas) within Westway shall bring an instrument in writing signed by said property owners and recorded in the Real Estate Records of Tarrant County, Texas, declaring these covenants terminated as of thirty (30) years from the date of filing or as of the end of any subsequent ten (10) year period.

XIX.

Right of Modification

The Committee hereby expressly reserves the right and privilege to alter, change or amend any and all of the above mentioned covenants, conditions or requirements at any time during their existence.

XX.

Savings Clause and Effect of Invalidation

The invalidation of any one of the restrictions and covenants herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter. If any provision of these restrictions is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining restrictions which shall continue unimpaired in full force and effect.

XXI.

Mutuality, Reciprocity Runs with the Land

These restrictions are covenants, as recorded in the Real Estate Records of Tarrant County, Texas, and amended from time to time, are made for the mutual and reciprocal benefit of each and every parcel of land in Westway. The latest recorded version of these restrictions and covenants shall apply to all property owners, lessees and occupants; shall create mutual and

equitable servitudes upon each parcel of land in Westway in favor of every other parcel of land in Westway; shall create reciprocal rights and obligations between the respective property owners as well as privity of contract and estate between all property owners and occupants of real property in Westway, their heirs, executors, administrators, successors and assigns; of all other parcels of land in Westway, and the owners and occupants thereof. Any person, firm or corporation upon acceptance of title to any land within Westway does thereby agree and covenant to abide by and fully perform these protective covenants.

XXII.

Enforcement

Committee and every other person, firm or corporation hereafter having any right, title or interest in any land in Westway, hereinafter referred to as property owners, shall have the right to prevent or cease any violations of any of these restrictions and covenants by injunction or other lawful proceedings, and recover any and all damages which may result from said violations. In this connection, each property owner shall be responsible to Committee and all other property owners for preventing and ceasing any violations of these restrictions and covenants, as well as any damages resulting from said violations, which violations emanate from the land owned by property owners. It is understood and agreed that the foregoing shall apply to violations caused by the property owners as well as any person, firm or corporation using the land owned by property owners with the permission of property owner.

XXIII.

Attorneys' Fees and Court Costs

In the event the Committee or any other property owner within Westway shall be required to obtain injunction, equitable or other legal relief in the court, in the enforcement of these covenants and restrictions, the one or ones violating such restrictions shall be required to pay and reimburse the Committee or any other prevalent property owner in Westway reasonable attorneys' fees and court costs as may be set by the court rendering such legal relief.

XXIV.

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

XXV.

Notices

Notices, requests, demands, approvals, presentations and all other communications in connection with this agreement shall be in writing and shall be deemed to have been properly given only if sent by certified mail, return receipt requested, postage prepaid.

XXVI.

ARCHITECTURAL AND ENVIRONMENTAL
CONTROL COMMITTEE

A. The members of the Committee shall be appointed and/or removed by the vote of the majority votes entitled to be

cast by the Property Owners present, or represented by legitimate proxy, at a meeting called for that purpose upon ten (10) days notice to all Property Owners, or other parties entitled to vote. The number of votes present at a meeting that will constitute a quorum shall be two-thirds (2/3) of all votes entitled to be cast.

B. For voting purposes all Property Owners including the Developer shall be entitled to one (1) vote for each ten thousand dollars (\$10,000.00), or fraction thereof, of value of property plus improvements thereon owned by each Property Owner as of the date of notice of the meeting at which the vote is to be cast, which value shall be the latest assessed value for ad valorem tax purposes made by the Tarrant County Appraisal Board, or its successor.

C. No improvement as that term is hereinafter defined, shall be erected, constructed, placed or altered on any building site or on any portion of the Property until plans and specifications in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by the Committee. The decision of the Committee shall be final, conclusive and binding upon the applicant. This review and approval process by the Committee of such plans and specifications is to ensure conformity to the requirements of the Protective Covenants, compliance with the general plan of construction and general overall aesthetic quality of the development, consistency of materials used and compatibility of uses. The Committee, by its approval of such plans and specifications, is not responsible for the adequacy of structural or mechanical engineering design or specifications or the Improvements constructed.

Approval of plans and specifications shall be based, among other things, on general adequacy of site dimensions, structural design, conformity and harmony of the exterior design with neighboring structures, relative location of improvements with neighboring structures, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

If the Committee fails to approve or disapprove the plans and specifications, or to reject them as being inadequate, within thirty (30) days after receipt of such plans and specifications, it shall be presumed that the Committee has approved the plans and specifications submitted. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance. It is the express intent of the Declarant that all plans and specifications and all of the improvements constructed on any portion of Property shall strictly conform to the Protective Covenants contained herein.

D. Additionally, the Committee shall perform such other duties so assigned to it elsewhere in these Protective Covenants. The Committee shall not be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Property Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

E. Notwithstanding anything contained in these Protective Covenants to the contrary, the Developer shall retain

until such time as Developer has no further interest, legal, equitable or beneficial, in the Land, membership in the Committee and the absolute and continuing right to veto any decision of the Committee.

IN WITNESS WHEREOF, this instrument has been executed this 9th day of January, 1984.

BINKLEY-RICHARDSON, INC.

By: Murl R. Richardson, Jr.
President

DEVELOPER

DALLAS DEVELOPMENT GROUP-ARLINGTON

By: George M. Livers, Partner

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of January, 1983, by Murl R. Richardson, Jr., President of Binkley-Richardson, Inc., a Texas corporation, on behalf of said corporation.

Roylene Burns
Notary Public in and for
the State of Texas

My Commission Expires:

11-1-85

Roylene Burns

Typed/Printed Name of Notary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of January, 1984, by George M. Livers, Partner on behalf of Dallas Development Group-Arlington.

Roylene Burns
Notary Public in and for
State of Texas

My Commission Expires:

11-1-85

Roylene Burns

VOL 7713 PAGE 392

AMENDMENT TO MODIFICATION AND RESTATEMENT
OF PROTECTIVE COVENANTS

THIS AMENDMENT is made by Binkley-Richardson, Inc., a Texas corporation, ("Developer").

W I T N E S S E T H:

WHEREAS, on or about July 25, 1983, the Developer executed and acknowledged certain Declarations and Restrictions dated January 19, 1983, and entitled:

"WESTWAY DEVELOPMENT

DECLARATION OF PROTECTIVE COVENANTS FOR OFFICE COMMERCIAL, WAREHOUSE AND INDUSTRIAL SECTION OF WESTWAY" filed July 26, 1983, in Volume 7567, pages 1938 et seq., of the deed records of Tarrant County, Texas (the "Declaration") pertaining to certain land (the "Property") described as follows:

Blocks 1, 2, 4, 5-R, 6 & 7, WESTWAY, an Addition to the City of Arlington, Tarrant County, Texas, as described in Volume 388-158, Page 99, Plat Records, Tarrant County, Texas;

and

WHEREAS, on or about January 9, 1984, the Developer inter alia executed and acknowledged a certain modification and restatement of the declaration and entitled: "Modification and Restatement of Declaration of Protective Covenants for Office, Commercial, Warehouse and Industrial Section of Westway", hereinafter called "the Modification and Restatement", and

WHEREAS, Developer now desires to amend the Modification and Restatement,

NOW THEREFORE, in consideration of the premises, the Developer declares and publishes certain exclusions from the operation of the Modification and Restatement as hereinafter set forth.

WAIVER OF APPLICATION

ARTICLE XVII, "Initial Construction", of the Declaration,
and/or Modification and Restatement shall be without force,
effect, or application to certain of the Property, to-wit:

Blocks 1, 2 and 4, WESTWAY, an Addition to the
City of Arlington, Tarrant County, Texas, ac-
cording to the plat recorded in Volume 388-158,
Page 99, Plat Records, Tarrant County, Texas;
and

Blocks 5-R and 7, WESTWAY, an Addition to the
City of Arlington, Tarrant County, Texas, ac-
cording to the revised plat recorded in Volume
388-161, Page 40, Plat Records, Tarrant County,
Texas.

IN WITNESS WHEREOF, this instrument has been executed this
9th day of January, 1984.

BINKLEY-RICHARDSON, INC.

By: M. R. Richardson, Jr.
President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th
day of January, 1984, by Murl R. Richardson, Jr., President of
Binkley-Richardson, Inc., a Texas Corporation, on behalf of
said corporation.

Forlynn Burns
Notary Public in and for
The State of Texas

My Commission Expires:
11-1-85
Forlynn Burns
Typed/Printed Name of Notary

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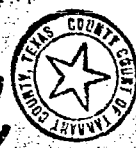
GF-C-83-20796 \$29.00
APPROVAL & RATIFICATION OF
MODIFICATION AND AMENDMENT OF
PROTECTIVE COVENANTS

TRAMMEL CROW COMPANY

TO
THE PUBLIC

Walter G. Cook
1020 Macon Street
Fort Worth, Texas 76102

Madeline Hoffman
COUNTY CLERK
TARRANT COUNTY, TEXAS
JAN 10 1984
I hereby certify that this instrument was filed on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Named Records
of Tarrant County, Texas, as stamped hereon by me.



Unofficial Copy

CLERK
COUNTY CLERK
TARRANT COUNTY, TEXAS

JAN 10 1984
P 3
C 10