

("Substantial Completion") of homes to be built on the City Lots. Substantial Completion shall mean that a) the homes have been given certificates of occupancy by the City of Dallas, b) Notre Dame Place Inc.'s architect has authorized release of retainage to contractor, and c) the Association commences comprehensive property and liability insurance covering homes built on the City Lots. The Association and Notre Dame Place Inc. shall reasonably agree on the date of substantial completion and execute a certificate specifying the date. In the event the two buildings comprising the homes are substantially completed at different times, the Association and Notre Dame Place, Inc. may determine two Substantial Completion dates.

3. Upon Substantial Completion of the homes by Notre Dame Place, Inc., the Association will prepare a budget for the period beginning on the date of Substantial Completion and ending on the date of the Association's then current business year ("Substantial Completion Year"). The budget shall reflect economies of scale from expansion of the Association from eight to 22 lots and shall be the basis for monthly assessments and insurance reimbursement during the Substantial Completion Year.

4. Notre Dame Place Inc. will commence paying monthly assessments and insurance reimbursements to the Association upon Substantial Completion. The Association will assume maintenance responsibility in accordance with Article 3 of the Shared Access Area Agreement for the City Lots upon Substantial Completion.

5. Notre Dame Place, Inc. will secure the City Lots during construction to mitigate inconvenience to the Association and will provide three parking spaces for Association guests during construction.

6. Notre Dame Place, Inc. will assist the Association during construction to obtain cost estimates for Association use for installation of enhancements benefiting and placed on lots 5C-5K facing Starr Street including but not limited to a) irrigation system tied into that serving the City Lots, b) exterior lighting similar to that provided for the City Lots, and c) perimeter fencing tied into that along the City Lots.

Executed this the ^{December} 30 day of November, 2016

Notre Dame Place, Inc., a Texas nonprofit corporation

by: 
Joseph W. Dingman, President

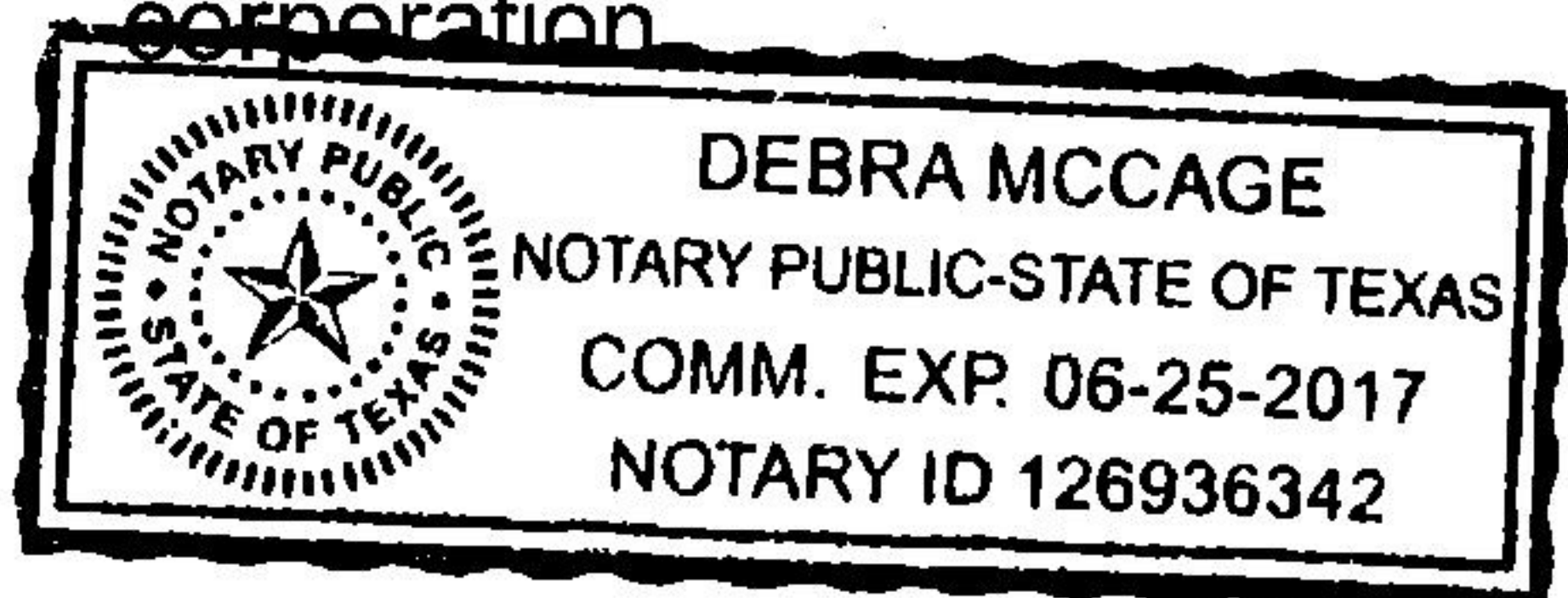
Ninth Street Homeowners Association, Inc., a Texas nonprofit corporation

by: 
Chad Svensson, President

Acknowledgments

The State of Texas §
§
County of Dallas §

This instrument was acknowledged before me on the 30th day of December, 2016 by Joseph Dingman, President of Notre Dame Place, Inc., a Texas nonprofit corporation.



Debra McCage

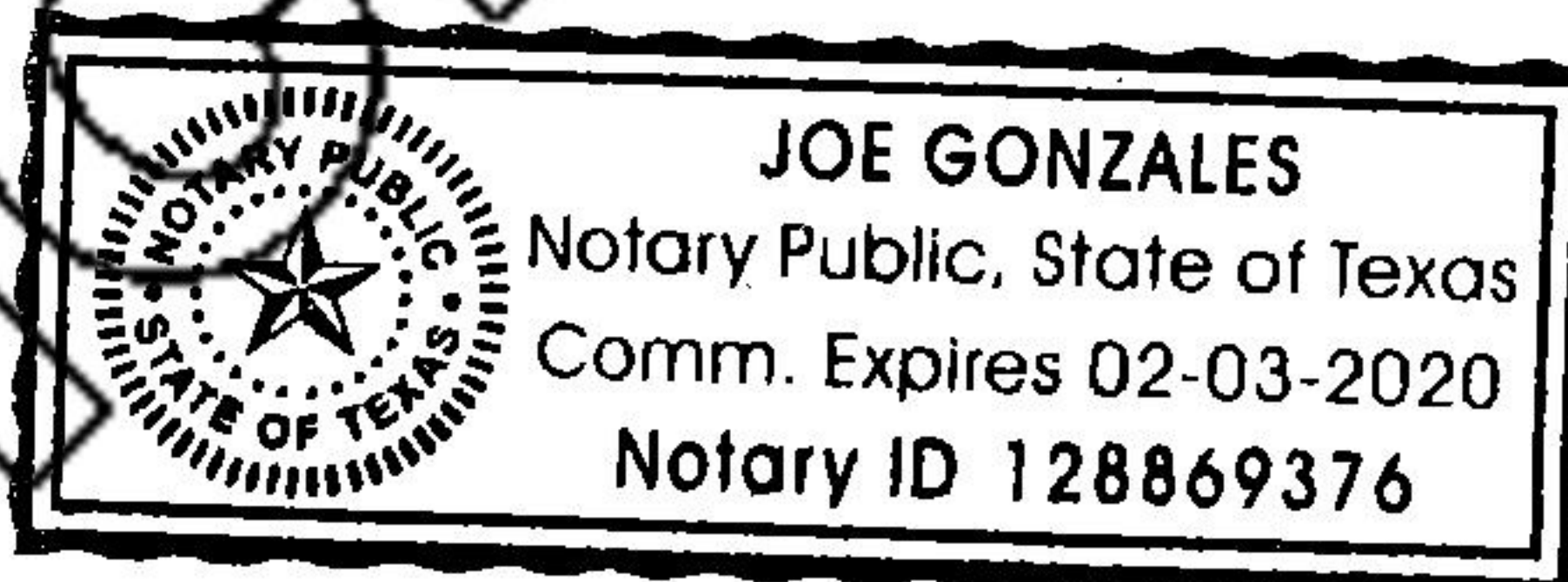
Notary Public, the State of Texas

The State of Texas §
§
County of Dallas §

This instrument was acknowledged before me on the 14th day of December, 2016 by Chad Svensson, Ninth Street Homeowners Association, Inc., a Texas nonprofit corporation.

Joe Gonzales

Notary Public, the State of Texas



Unofficial Copy

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/03/2017 03:05:50 PM
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