

DECLARATION OF AMENDED AND RESTATED COVENANTS, CONDITIONS AND
RESTRICTIONS ON AND FOR
MIDWAY MEADOWS RESIDENTIAL DEVELOPMENT
ZERO-LOT-LINE SINGLE FAMILY

This AMENDED AND RESTATED DECLARATION is made effective May 22, 2012, amending the Declaration of Covenants, Conditions and Restrictions on and for Midway Meadows Residential Development Zero-Lot-Line Single Family (the "Declaration") recorded in Volume 80057, Page 2572, Real Property Records, Dallas County, Texas, which has been amended three times.

This AMENDED DECLARATION is a restatement of the Declaration as amended and approved by the required consent of the Members of the Association and was made as a convenience to title examiners, property purchasers and the Association.

WITNESSETH:

WHEREAS, R. C. Williamson ("Declarant") was the former owner of the real property referred to in Article II of this Declaration and desires to create thereon a high quality, first class residential subdivision with commonly maintained properties for the benefit of the single family residential community thereon; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community; and, to this end, desires to subject the real property referred to in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner of all or part thereof.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

- (a) "Declarant" shall mean and refer to R. C. Williamson, his heirs and assigns.
- (b) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

(c) "Properties shall mean and refer to all existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) "Zero Lots" shall mean and refer to those certain specified lots described upon Exhibit A attached hereto and incorporated herein by reference.

(e) "Yard" shall mean and refer to that portion of each respective Zero Lot being identified as such upon Exhibit B attached hereto and those areas of a Zero Lot which may be so identified hereafter by amendment to the Covenants and Restrictions pursuant to Article VII Section 2 hereof.

(f) "Courtyard" shall mean and refer cumulatively to all Yards of the Zero Lots.

(g) "Association" shall mean and refer to the entity which possesses the authority, duty and responsibility to maintain the Courtyard and to administer and enforce the provisions of Article V of the Covenants and Restrictions.

(h) "Zero Lot Owner" or "Zero Lot Owners" or "Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Zero Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(i) "Council of Owners" shall mean the entity that governs the affairs of the Association and such term as used in the Declaration or any other governing or dedicatory documents of the Association is synonymous with the term "Board of Directors" or "Board."

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Addison, Dallas County, State of Texas, and is more particularly described in Exhibit A attached hereto and made a part hereof by this reference.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(a) The Declarant may add additional property or properties to the scheme of this Declaration by filing of record a Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property or properties; provided, however, that such other Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration.

(b) The owner (other than Declarant) of any property who desires to add such property to the scheme of this Declaration may do so by:

(i) first obtaining the affirmative approval of a majority of the Zero Lot Owners subject to the instant Declaration; and then by

(ii) filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property; however, in no event shall such Supplementary Declaration otherwise modify the covenants established by this Declaration for the existing Properties.

ARTICLE III USE OF PROPERTIES AND ZERO LOTS – PROTECTIVE COVENANTS

The Properties and each Zero Lot situated thereon shall be constructed, developed, occupied and used as follows:

Section 1. Residential Purposes. Each Zero Lot shall be used exclusively for single family residential purposes. Not more than one residential dwelling and its customary and usual accessory structures (“dwelling”) shall be constructed on any Zero Lot although two adjacent and contiguous Zero Lots may be utilized for the construction thereon of one dwelling.

Section 2. Floor Area; Height; Lot Coverage. Each dwelling constructed on any Zero Lot shall contain minimum total floor area exclusive of porches, garages, porte cochere, patios, terraces and breezeways of not less than one thousand four hundred (1,400) square feet. No building or structure on any Zero Lot shall exceed two (2) stories in height and, provided that if a two (2) story dwelling is erected, there shall be a minimum of nine hundred (900) square feet on the first floor.

Section 3. Setback Requirements. Each dwelling located upon a Zero Lot shall provide for a setback from all property lines as provided upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time and as may be permitted by the City of Addison.

Section 4. Exterior Surfaces. The exterior wall surfaces of each dwelling shall be constructed primarily of brick and such brick surfaces shall constitute at least seventy percent (70%) of each exterior wall surface below the first floor ceiling plate line. For purposes of this clause all doors and glass windows shall be considered to be of the material which is on either side of such doors or glass windows. All painted exterior surfaces shall be painted with earth tones or other similar colors.

Section 5. Brick Materials. All brick materials for the construction of the exterior wall surfaces of each dwelling must be approved by the Declarant prior to any construction on a Zero Lot.

Section 6. Roofing Materials. All roofs shall be constructed of the following materials or better: asphalt composition or other similar material compatible with the dwelling, adjoining dwellings and the neighborhood setting.

Section 7. Garages. Each dwelling erected on any Zero Lot shall provide garage space for a minimum of two (2) conventional automobiles.

Section 8. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Zero Lot. Any commercial vehicle, bus, boat, boat trailer, recreational vehicle, motor home, trailer, campmobile, camper, or inoperable vehicle, if brought within the Properties, shall be stored, placed, or parked within the garage of the appropriate Zero Lot Owner so as to be completely hidden from view. The term "commercial vehicle" shall include all vehicles which bear signs or have printed thereon references to any commercial undertaking or enterprise. Further, the Board of Directors may prohibit any vehicle from any portion of the Properties which the Board deems a nuisance or inappropriate.

Section 9. Signs. No sign or signs shall be displayed to the public view on any Zero Lot except that:

(i) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of the Zero Lots.

(ii) subject to the prior written consent of Declarant and the City of Addison, any builder may erect, install and maintain one (1) professional sign (of not more than fifty (50) square feet in size) with a location satisfactory to Declarant at the entrance of the area comprising the Zero Lots;

(iii) the builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than twelve (12) square feet in size) per Zero Lot for advertising and sales promotion; and

(iv) thereafter, a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized by the Zero Lot Owner of the respective Zero Lot for the sale of the Zero Lot.

Section 10. Trash Receptacles and Collection. All trash receptacles shall be screened by fences or shrubbery so as not to be visible by other Zero Lot Owners. The Declarant shall have the authority to make an agreement with the Town of Addison to pick up garbage in the Properties, and any such agreement and any and all liabilities with respect to each Zero Lot shall be binding on each Zero Lot Owner. In the event Declarant shall not make such an agreement, each Zero Lot Owner shall make or cause to be made appropriate arrangements with the Town of Addison for collection and removal of garbage and trash on a regular basis the pickup to be made at his garage and not on the street. Each and every Zero Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the Town of Addison in connection with the storage and removal of trash and garbage.

Section 11. Fences. No fence, wall or hedge shall be erected, placed or altered on any Zero Lot nearer to the front or side property lines than specified in the setback requirements above. No fence, wall or hedge shall exceed eight feet (8') in height unless otherwise specifically required by the Town of Addison. All clothes lines, wood piles, tool sheds, utility meters or service facilities must be enclosed within fences, walls or landscaping so as not be visible by other Zero Lot Owners.

Section 12. Offensive Activities. No noxious or offensive activity shall be conducted on any Zero Lot nor shall anything be done thereon which is or may become an annoyance or

nuisance to the other Zero Lot Owners, including but not limited to lack of control of weeds, grass and/or other unsightly growth. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Zero Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and provided that the keeping of such dogs, cats or other household pets does not violate any local or state ordinance concerning same.

Section 13. Drainage. On each Zero Lot all roof and surface water must be drained either to the street or to the rear of the Zero Lot without encroachment on any other Zero Lot in the Properties unless herein permitted. Drainage easements have been provided where required to facilitate drainage within the development and are indicated on the Developer's Lot Information map. It is the responsibility of the Zero Lot Owners to provide for and maintain unhindered storm drainage through this easement from adjoining Zero Lot as indicated on the Lot Information map. Adjacent Zero Lot Owners shall coordinate drainage needs and appropriate facilities construction and maintenance to provide proper storm drainage. All plans for the provision of storm water drainage must be approved by the Declarant prior to any construction on the Zero Lot. Construction plans must include the following items: complete guttering, downspouts and drainage flow for each Zero Lot.

Section 14. Swimming Pools. Swimming pools will be allowed when built according to all municipal regulations.

Section 15. Sprinkler System. Each Zero Lot on which a single family residential dwelling is constructed shall have an underground water sprinkler system for the purpose of providing sufficient water to the Yard area. The Association shall have the right to operate each sprinkler system, or to require the Zero Lot Owner to do so, in conjunction with a common maintenance plan although the respective Zero Lot Owner shall bear all costs and expenses related to the water consumption arising from the its operation. The Association will bear the cost of repairs to the sprinkler system made necessary by the negligence of employees, agents and officers of the Association. The Zero Lot Owner shall, at his sole cost, be responsible for the repair and replacement of any sprinkler system located upon such Zero Lot as well as maintenance of such sprinkler system in a good and workmanlike condition. Each Zero Lot Owner shall provide sufficient water to preserve and maintain the landscaping in a healthy and attractive condition.

Section 16. Owner Responsibility. Each Zero Lot Owner has the following responsibilities and obligations for the maintenance, repair and replacement of a dwelling or Zero Lot:

(A) Each Zero Lot Owner, at the Owner's expense, must maintain all improvements, including the dwelling, fences, sidewalks, driveways, and yard.

(B) Each Zero Lot Owner may not do any work or fail to do any work which, in the reasonable opinion of the Board of Directors, would materially jeopardize the soundness and safety of the Properties, reduce the value of the Properties or any individual Zero Lot, adversely affect the appearance of the Properties, or impair any easement relating to the Properties.

Section 17. Right to Promulgate Rules. The Association, acting through its Board of Directors, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and

penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Properties. In addition to the restrictions contained in the Declaration, each Zero Lot is owned and occupied subject to the right of the Board of Directors to establish rules governing (i) use of common areas; (ii) hazardous or illegal materials or activities; (iii) the use, maintenance, and appearance of exteriors of dwellings and lots; (iv) landscaping and maintenance of yards; (v) vehicles; and (vi) disposition of trash and control of vermin and pests. The Board of Directors has the right to establish and levy fines against a Zero Lot Owner for violation of the Declaration, Bylaws, or rules of the Association.

ARTICLE IV EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Properties are reserved by Declarant for itself, its successors and assigns. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility or drainage facility.

Section 2. Overhang Easements. Declarant hereby reserves for itself and each Zero Lot Owner an easement and right to overhang any lot adjacent to each Zero Lot in the Properties with the roof of any single family residence to be constructed upon a Zero Lot as any such roof is originally constructed or substantially repaired by necessity, but not otherwise.

Section 3. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Zero Lot for maintenance and repair as provided in Article V hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Zero Lot shall be made with as little inconvenience to the Zero Lot Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association.

Section 4. Ingress and Egress by Zero Lot Owners. Each Zero Lot Owner shall possess a right of ingress and egress to and upon any lot adjacent to such Zero Lot for the purpose of maintaining and repairing any exterior wall, roof overhang or guttering located at the boundary line separating said Zero Lot and adjacent lot. Such access shall be permitted during daylight hours, Monday through Saturday for 15 cumulative days per calendar year at a time prescribed by said Zero Lot Owner to said adjacent lot owner upon five (5) days prior written notice.

ARTICLE V MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Every Zero Lot Owner shall automatically be a Member of the Association.

Section 2. Voting Rights. Members shall be entitled to one vote for each Zero Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Zero Lot, all such persons shall be Members, and the vote for such

Zero Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be case respect to any such Zero Lot.

Section 3. Voting/Meetings. The election of the Council of Owners (Board of Directors) shall require the assent of the majority Zero Lot Owners, in person or by proxy or by absentee ballot at the annual meeting of the Association, or at a special meeting called for that purpose. Meetings of the Members of the Association may be held at such time and place as shall be determined by the Council of Owners, but at least one (1) such meeting shall be held during each calendar year.

Section 4. Majority. As used in this Article V, the term "majority of Zero Lot Owners" shall mean those Zero Lot Owners holding in excess of one-half (1/2) of the votes in accordance with Section 2 of this Article V.

Section 5. Quorum. Except as otherwise provided herein, the presence in person or by proxy of a majority of Zero Lot Owners shall constitute a quorum for meetings of the Association.

Section 6. Proxies. Votes of the Zero Lot Owners at meetings of the Association may be cast in person or by proxy. All proxies must be filed with the Council of Owners before the appointed time of each meeting of the Association.

Section 7. Consent. Notwithstanding anything to the contrary contained in Article V hereof, any action referred to in Section 3, Article V may be taken with the assent given in writing and signed by the Members of the Association possessing fifty-one percent (51%) of the outstanding votes.

Section 8. Assessments/Lien. Each Zero Lot Owner, by accepting an interest in or title to a Zero Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the Zero Lot and is secured by a continuing lien on the lot. Each Zero Lot Owner, and each prospective owner, is placed on notice that his or her title may be subject to the continuing lien for assessments attributable to a period of time prior to the date of purchasing such lot.

A Zero Lot Owner is obligated to pay assessments levied by the Board against the owner or the lot. No owner may be exempt from the assessments by waiver of the use or enjoyment of the common areas or by abandonment of a lot. The obligation to pay assessments is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing lien and covenant running with the lot.

There are four types of assessments: (1) annual assessments or charges for maintenance of the Courtyard or any common areas; (2) special assessments for capital improvements upon the Courtyard or any common areas; (3) individual special assessments levied against individual Zero Lot Owners; and (4) liability insurance and/or premiums. Individual special assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his lot into compliance with the Declaration, Bylaws, or rules of the Association; fines for violation of the Declaration, Bylaws, or rules of the Association; reimbursement for damage or loss caused by the willful or

negligent acts or omissions of an owner; common expenses that benefit one lot; and pass through expenses for services to lots which should be equitably paid by each lot according to the benefit received.

The Association may foreclose its lien against the Zero Line Lot by judicial action or by non-judicial foreclosure means and power of sale. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in the Texas Property Code, or in any manner permitted by law. The Board may designate a trustee or person to exercise the power of sale on behalf of the Association. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees, subject to applicable law. The Association has the power to bid on the lot at a foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

The assessment lien is subordinate and inferior to any first lien purchase money lien or a renewal or refinance of such lien. The assessment lien is superior to all other liens and encumbrances except those made superior by law. Foreclosure of a superior lien extinguishes the Association's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale.

Section 9. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of the Courtyard, including but not limited to, the payment of public liability insurance premiums (if any) in connection with the protection of the Association and its Members; the payment of the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the repair, replacement, maintenance and care of the Courtyard and any and all improvements thereon specifically including the mailboxes; and the payment of those expenses associated with the execution of the duties of the Council of Owners of the Association.

Section 10. Annual Assessments/Special Assessments.

(A) The annual assessment shall be Four Hundred and No/100 Dollars (\$400.00).

(B) The Board of Directors may increase the annual assessments by an amount not to exceed five percent (5%) over the annual assessments of the preceding year.

(C) In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected repair to any sprinkler systems referred to in Section 15 of Article III, or maintenance upon the Courtyard; provided that any such assessment shall have the approval of a majority of the Members.

(D) Save individual special assessments levied against Zero Lot Owners for willful or negligent acts as aforementioned, all annual and special assessments must be fixed at a uniform rate for all Zero Lot Owners.

Section 11. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Council of Owners of the

Association to be the date of commencement, and as may be prescribed by said Council, shall be payable annually or monthly, in advance, on the first day of each year or month, as the case may be. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 10 hereof as the remaining number of months in that year shall bear to twelve; provided, however, that if the date of commencement falls on other than the first day of the month, the assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if it is to be paid in installments, or any other assessment or special assessment, shall be fixed in the respective resolution of the Council of Owners of the Association authorizing such assessment.

Section 12. Duties of Council of Owners of the Association. The affairs of the Association shall be governed by a Council of Owners composed of five (5) persons who shall serve without fee or compensation. Each member of the Council of Owners shall be the owner of a Zero Lot or Zero Lots. The Council may do all acts and things necessary to execute the purposes of the Association, including:

(a) Effectuating the care and maintenance of the general appearance of the Courtyard to include the regular mowing of grass, trimming of shrubbery, application of pesticides, fertilizing; repair, replacement and maintenance of any and all improvements in the Courtyard area, including the mailboxes; and maintenance and replacement of landscaping under the terms of Section 8(3) of this Article V.

(b) Determination, preparation and delivery of written notices regular and special assessments of the respective Members.

(c) Collection of all assessments from the Members.

(d) If deemed prudent by the Council of Owner, the acquisition of such public liability or other insurance in the interest of the Association and its Members.

(e) Preparation and delivery of a written annual accounting for each Member as to all receipts and disbursements of the Association for the calendar year, said accounting to be prepared and delivered within sixty (60) days after December 31 of the respective year ended.

(f) Such other and further activities as shall be necessary and prudent to effect and enforce the provisions and the purposes hereof.

Section 13. Terms of Office. All Council Members shall serve terms of two (2) years. Each individual serving shall hold office until his or her successor shall have been elected. Each individual may only serve two consecutive two year terms and may not run for a Council Member seat until he or she has sat out for one year, provided that if no other Member seeks election to the Council Member seat of such Owner, a Council Member may continue to serve on the Council of Owner.

Section 14. Vacancies in Council of Owners. Vacancies in the Council of Owners caused by any reason other than the removal of a Council Member by the vote of the Association, shall be filled by vote of the majority of the remaining Council Members, even

though they may constitute less than a quorum; and each person so elected shall be a Council Member until a successor is elected at the next annual meeting of the Association.

Section 15. Removal of Council Members. At any regular or special meeting of the Association Members duly called, any one or more of the Council Members may be removed without or with cause by a majority of the Zero Lot Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Council Member whose removal has been proposed by the Zero Lot Owners shall be given an opportunity to be heard at the meeting.

Section 16. Regular Meetings of the Council of Owners. Regular meetings of the Council of Owners may be held at such time and place as shall be determined by a majority of the Council of Owners, but at least two (2) such meetings shall be held during each calendar year. Notice of meetings of the Council of Owners shall be given as set forth in the Bylaws and as required by law.

Section 17. Quorum. At all meetings of the Council of Owners a majority of the Council Members shall constitute a quorum for the transaction of business and acts of a majority of Council Members present at a meeting at which a quorum is present shall be acts of said Council. If at a meeting of the Council of Owners there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 18. Fidelity Bonds. The Council of Owners may require that all Members of the Council of Owners handling or responsible for the Association funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI AMENDMENTS TO SUBDIVISION PLAT

Declarant reserves for a period expiring three (3) years after even date herewith, the right to unilaterally, without joinder by other Zero Lot Owners or persons who may have an interest in the Properties (except such Zero Lot Owners whose joinder shall be required as hereinafter provided) to amend any recorded subdivision map(s) or plat(s) of the Properties for the limited purposes of adjusting boundary lines, building setback requisites, sizes, zero lot line designations, or configurations of the Zero Lots, provided, however, the Zero Lot Owner of any Zero Lot so adjusted shall be joined in such map or plat for the purpose of gaining approval of said Zero Lot Owner.

ARTICLE VII GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, subject to this Declaration, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five(35) years from the date that this Declaration is recorded in the office of the County Clerk of Dallas County, Texas, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that no agreements to abolish shall have been signed by seventy

percent (70%) of the Zero Lot Owners of record and are recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 1 of this Article, Declarant shall have the unilateral right to amend and/or change in part the Covenants, Conditions and Restrictions of this Declaration within two years from the date of conveyance of the first Zero Lot. Thereafter the Covenants, Conditions, and Restrictions of this Declaration may be amended and/or changed in part with the consent of seventy percent (70%) of the Zero Lot Owners if amended and/or changed during the first thirty-five (35) years of this Declaration, and thereafter with the consent of at least fifty-five percent (55%) of the Zero Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the office of the County Clerk of Dallas County, Texas.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these Covenants; and failure by any Zero Lot Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Addison, Texas, is specifically authorized to enforce these Covenants and Restrictions in accordance with their respective terms.

Section 4. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall not affect any other Covenant, Restriction or provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

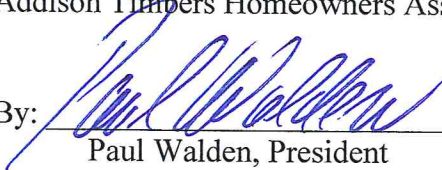
Section 6. Notices to Zero Lot Owner. Any notice required to be given to any Zero Lot Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Zero Lot Owner on the records of the Declarant at the time of such mailing.

Section 7. Grantees Acceptance. Each grantee of any Zero Lot, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to the Covenants and Restrictions and the jurisdiction, rights, powers and reservations of the Declarant, whether or not it shall be so expressed in any such deed; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with all other grantees and subsequent owners of each of said Zero Lots to keep, observe, comply with and perform said Covenants and Restrictions.

Executed effective as of the date first above written.

Addison Timbers Homeowners Association, Inc.

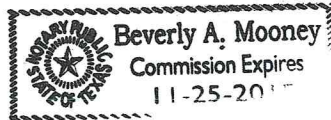
By:


Paul Walden, President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 3rd day of May, 2012, by Paul Walden, President of Addison Timbers Homeowners Association, Inc., a Texas non-profit corporation, on behalf of the corporation.




Notary Public, State of Texas

After recording return to:

Rodney L. Hubbard
Blanscet Hooper & Hale, LLP
14285 Midway Road, Suite 400
Addison, Texas 75001



Exhibit "A"

BEING THE FOLLOWING DESCRIBED LOTS AND BLOCKS IN THE MIDWAY MEADOWS ADDITION: LOTS 20 through 58, in BLOCK "C"; LOTS 86 through 90, in BLOCK "C"; AND LOTS 1 through 60, in BLOCK "F", OF MIDWAY MEADOWS ADDITION, AN ADDITION TO THE CITY OF ADDISION, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 79206, PAGE 1546, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

