

AFTER RECORDING, PLEASE RETURN TO:

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Henry Oddo Austin & Fletcher, P.C.
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Dallas, Texas 75201

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**THIRD SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF ASSOCIATION DOCUMENTS FOR THE
ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, as attorney for the Addison Place Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following instrument affecting all owners of property in the Town of Addison, Dallas County, Texas and more particularly described on Exhibit B attached hereto, hereby states that the instrument attached hereto is a true and correct copy of the following:

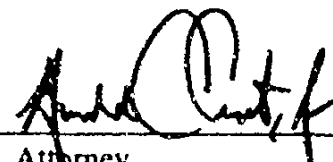
- (a) *First Amendment to the Bylaws of Addison Place Homeowners Association, Inc. (Exhibit "A-1");*
- (b) *Architectural Standards for the Addison Place Homeowners Association, Inc. [revised July 2002] (Exhibit "A-2);*
- (c) *Revised Rules & Regulations for the Addison Place Homeowners Association, Inc. (Exhibit "A-3"); and*

(d) *Revised Pool Rules for Addison Place Homeowners Association, Inc.*
(Exhibit "A-4").

All members of the Addison Place Homeowners' Association, Inc. and all persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing Bylaws, standards, rules and regulations until amended.

IN WITNESS WHEREOF, the Addison Place Homeowners' Association, Inc. has caused this Third Supplemental Certificate and Memorandum of Recording of Association Document to be filed of record and supplements that certain Certificate and Memorandum of Recording of Association Documents for Addison Place Homeowners' Association, Inc. filed on December 17, 2001, and recorded in Volume 2001244, Page 08102, et seq. of the Deed Records of Dallas County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Association Documents filed on March 4, 2002, and recorded in Volume 2002044, Page 10204, et seq. of the Deed Records of Dallas County, Texas; and that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents filed on July 30, 2002, and recorded in Volume 2002147, Page 02723, et seq. of the Deed Records of Dallas County, Texas.

ADDISON PLACE HOMEOWNERS'
ASSOCIATION, INC.

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Addison Place Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 18th day of December, 2002.



Kelley Tidwell

Notary Public, State of Texas

FIRST AMENDMENT TO THE BYLAWS

OF

ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

§

§

This First Amendment to the Bylaws of Addison Place Homeowners' Association, Inc. is effective as of the 25th day of August, 2002 by the Addison Place Homeowners' Association, Inc. (the "Association");

WITNESSETH:

WHEREAS, Article XI, Section 11.1 of the Addison Place Homeowners' Association, Inc. (the "Bylaws") provides that the Bylaws may be amended by the consent of Members representing at least a majority of a quorum; and

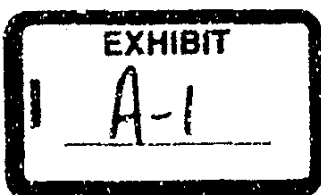
WHEREAS, the amendments to the Bylaws contained herein are not of a material nature as set forth in Article XIII, Section 18.1 of the Restated Declaration of Covenants, Conditions and Restrictions of Addison Place; and

WHEREAS, the Association has provided all the Members with a detailed description, if not the exact wording, of the amendments, together with notice of the meeting at which this First Amendment was considered and voted on; and

WHEREAS, the amendment to the Bylaws, as set forth hereinafter with specificity, were approved by the consent of the Members representing at least a majority of a quorum present, in person or by proxy, at a meeting of the Members held on the 25th day of August, 2002.

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NOW, THEREFORE, the Bylaws of the Association are hereby amended as follows:

(a) Section 4.2 of Article IV of the Bylaws is hereby deleted in its entirety and shall

hereinafter read as follows:

4.2 QUALIFICATION.

No person shall be eligible for election or appointment to the Board, or may continue to serve on the Board, unless such person is a Resident Member. For purposes of this Section 4.2, a "Resident Member" shall mean a person who, on a full time basis, resides within the Lot owned by such person which qualified such person to become a Member. No Member shall be elected or appointed as a Director if any Assessment against his Lot is delinquent at the time of election or appointment. No Member may serve on the Board at the same time a co-owner of a Lot owned by such Member, including, such Member's spouse, serves on the Board. A natural person otherwise representing a Member which is a legal entity, pursuant to Section 6.2 of the Declaration, may not be elected or appointed to the Board. No person may serve as a Director for more than five (5) consecutive years and may not be elected by the Members for more than two (2) consecutive terms.

(b) Paragraph c. of Section 4.9 of Article IV of the Bylaws is hereby deleted in its entirety and shall hereinafter read as follows:

c. Controlling, managing, operating, maintaining, and improving all areas of the Property for which the Association is assigned maintenance responsibility by Article V of the Declaration provided, however, that the Board of Directors is limited in spending a maximum of \$20,000.00 on any one project within the Property in the discharge of its duties herein unless a majority of the Eligible Votes present, in person or by proxy, at a meeting called for that purpose, have been cast in favor of authorizing the Board of Directors to spend in excess of \$20,000.00 on the specific project presented to the Members by the Board of Directors at the meeting.

SIGNED this 4th day of September, 2002.

**ADDISON PLACE HOMEOWNERS'
ASSOCIATION, INC.**

By Larry Schneider
Larry Schneider, President

By _____
Charlisa Moore, Secretary

CERTIFICATION OF AMENDMENT TO BYLAWS

I, Charlisa Moore, the duly-elected Secretary of the Addison Place Homeowners' Association, Inc., hereby certify:

That this First Amendment to the Bylaws of the Addison Place Homeowners' Association, Inc. was approved by the consent of Members representing at least a majority of a quorum present, in person or by proxy, at a duly convened meeting of the Members of the Addison Place Homeowners' Association, Inc. held on August 25, 2002, and that the same does now constitute a portion of the Bylaws of the Addison Place Homeowners' Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 4th day of September, 2002.

Charlisa Moore
Secretary

ADDISON PLACE HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL STANDARDS
REVISED JULY 2002

These Architectural Standards have been adopted by the Board of Directors in accordance with the terms of the Covenants, Conditions and Restrictions and the By-Laws of the Addison Place Homeowners Association, Inc.

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ANTENNAS AND SATELLITE DISHES (ADOPTED 7/91)

Antennas must not extend more than ten (10) feet above the point of attachment, stand vertically, and be wired and maintained in a safe, aesthetically acceptable manner.

SATELLITE DISHES (7/99)

Satellite Dishes 18" in diameter are acceptable; placement of Dish must be approved by the Architectural Committee before installation.

FENCES (7/99)

Fences shall be wood or other material if approved by the Architectural Committee. Fence must be board on board with no gaps. Fences shall be eight (8) feet in height. Front fences are to be painted the color "Seashell". It is recommended that fences be built so that water may flow underneath without obstruction. Each owner is responsible for painting and repairs of both the east and west fence that borders the property's patio. (11/90).

GARAGES

In accordance with the Town of Addison, garages may not be enclosed for any purpose that would prohibit the parking of operable vehicles therein.

GARAGE DOORS (7/99)

Garage doors must be horizontal panels. Panels may be wood, steel or aluminum. Garage doors must be painted to match the house trim.

GUTTERS and DOWNSPOUTS (7/99)

Gutters and downspouts are required to be painted the approved matching house trim color.

HOUSE NUMBERS

Every home must have house numbers on both the front door and garage. Front door numbers may be black or brass and placed by the front door vertically on your neighbor's patio fence whenever possible. Garage numbers should be black and similar in size and style to those used throughout the community, they should be placed horizontally over garage door or vertically to the right of the garage door.

LIGHT FIXTURES (7/99)

Light fixtures at front door must be decorative in style, brass, antique brass or black. Garage lights must have motion sensors installed by January 1, 2000.

MAILBOXES (1/91)

It is the responsibility of each homeowner to repair and paint their mailboxes. Standard size mailboxes must be used. Mailboxes are to be connected to the side of the house and painted the same color as the house trim.

PATIO COVERS, LATTICEWORK and ARBORS (7/99)

Any patio structure visible from common areas must be painted in an approved color and cannot be attached to the adjoining property. The Architectural Committee must approve installation of a patio cover, latticework or an arbor.

THIRD PARKING SURFACE (7/99)

Parking surface must be power washed and kept clean of grease and stains

ROOFING (7/99)

Roof must be concrete or steel tile and match the color of existing roofs. When replacing or repairing roofs, mortar must be dyed to match the color of the tile. Hydro-Therm ceramic roof coating may be used as long as it is dyed to match existing tiles. (2/95)

STORM DOORS (7/99)

Storm doors must be brown or painted to match trim, black is unacceptable.

UTILITY BOXES AND VENTS (7/99)

All visible utility boxes and conduit, alarm boxes, dryer and roof vents and pipes must be painted to match house trim. This includes: electric, cable, phone and any other boxes attached to the property. Two (2) coats of paint are recommended to cover completely.

WINDOWS AND WINDOW SCREENS (Article XI, Section 11. 6b of the CC&R's)

No blankets, sheets, spreads, towels, paper or other materials not designed or fabricated for use as such may not be used as window treatment within a given home which is visible from the street, Common Properties, or another home. Screens are required on all

windows, which may be opened onto Common Property. Replacement windows frames must be bronze.

VINES and VEGITATION (7/99)

Vines or other climbing vegetation is the responsibility of the homeowners. Homeowners should be aware that ivy might damage your home, requiring brick or mortar repair, wood rot, potential drainage problems and clogged gutters, etc. Ivy must be maintained by the homeowner and kept bug free. Ivy cannot cover windows, doors, utility boxes, gutters or downspouts. All dead vines must be removed from the property by the homeowner.

ADDISON PLACE RESIDENTS

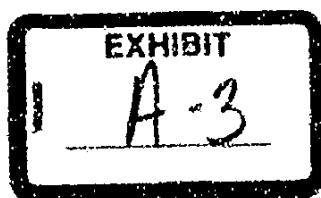
RULES AND REGULATIONS

EFFECTIVE JULY 1999

These Rules and Regulations, along with the Architectural Standards Rules and Regulations, have been adopted by the Board of Directors in accordance with the terms of the CC&Rs and By-Laws of the Association.

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CLUBHOUSE

The Clubhouse is available for use by residents in good standing with the Association for social functions, meetings, etc. The rental fee for the Clubhouse is \$200.00 for eight (8) hours and/or \$100.00 for four (4) hours of use. A \$250.00 refundable deposit is required. Leasing information and reservations may be obtained from CMA Management at 972-934-0400. Reservations are required fifteen (15) days in advance of function. The Clubhouse will not be rented on the following holiday weekends: Memorial Day, Fourth of July, and Labor Day (7/02).

POOL KEYS

Each homeowner is entitled to one (1) pool key. Gate locks are changed and pool keys are reissued in August prior to the Annual Meeting. Keys from the previous year must be returned before a new one is issued, if key is not returned a new key will be issued at the cost of \$25.00. Your pool key should remain with your property in the event of a sale (6/01).

PARKING (7/99)

No resident parking in Guest Parking at anytime. Residents parking in Guest Parking shall be issued a citation. The third offense will result in towing at the owner's expense. Guests are permitted a three (3) day limit within any seven (7) day period. Permits are available for reasonable extended periods. Overnight parking of commercial vehicles in Guest Parking is prohibited. This restriction includes vehicles with dual wheels, trailers, boats and personal watercraft. This restriction also applies to the third parking space. All vehicles parking in Guest Parking shall be parked in a correct head in position.

Vehicles are not permitted to park in the street behind garages or at the end of any street; Addison Police will ticket these vehicles.

The Board of Directors adopted the requirements of Article 6701g-2, "Removal of Unauthorized Vehicles from Parking Facilities or Public Highways as its official rules for dealing with visitor parking spaces. (9/94)

CLUBHOUSE

May be reserved for use by a resident by paying a rental fee of \$25.00 (10/90) including a \$75.00 security deposit which must be in the form of a check or money order which will be refunded if the clubhouse rental agreement rules are properly followed. (7/90) A fee of \$25.00 will be charged for a returned check. (7/99)

REVISION: Clubhouse is available to rent from APHA for \$25.00 per day. A \$75.00 deposit must be paid in by check or money order and is required to assure that the owners and/or tenants follow some specific requirements for renting the clubhouse, such as cleaning the clubhouse and returning the keys. Each person is given a list of these requirements at the time they request to use the clubhouse so that they will know what is expected of them before they commit to renting the clubhouse. If the procedures and stipulations agreed to are not followed, a \$5.00 amount is deducted from the security deposit for each item not completed properly. A determination may be made by the Board or Property Manager that the privilege of renting the clubhouse by that owner/tenant may not be granted again. The rental requirements are the same for everyone and are in place so that each person that rents the clubhouse finds it in a neat, clean condition. (7/94)

Clubhouse keys will be provided to each Board member and the ASC for the person's term of office. At the end of each such term keys must be returned to the President or Property Manager within ten (10) days.

Clubhouse supplies will be restocked by the Property Manager. (5/90)

Clubhouse shall be cleaned once a month. (7/91) Clubhouse bathrooms shall be cleaned once a week May through September and monthly October through April. (7/99)

CONSTRUCTION - NEW OR RENOVATION

Refer to ASC Rules & Regulations and CC&Rs Article V, X and XI.

Must follow all basic standards as outlined in CC&Rs and all Architectural Standards as outlined in the Rules & Regulations. A letter will be mailed certified which will be in the form of a construction agreement, setting forth the terms and signed and dated by the builder or contractor stating that they have read and understand all of the requirements

All roofing materials shall consist of concrete tile. Exteriors abutting areas of Association responsibility shall consist of not less than 80% brick and glass. Other exterior surfaces shall consist of not less than 80% masonry, which includes brick, stucco and glass. All fences shall be wood or other material approved in writing by the Board and shall not exceed 81 in height. All materials, colors and construction details shall be consistent with the general appearance of the existing structures. Brick color is required to be approved by either the Board or the ASC prior to installation.

A drainage plan must be submitted to the Board for approval that has been approved by a Certified Engineer with complete details of the plan to handle any and all waterflow from the lots adjacent to or affected by the construction or renovation of the lot.

Sub-contractors must not use the utilities of other owners without the written consent of the owners. Utilities shall be placed below grade.

Each lot and adjacent lots to the construction site will be kept free of trash, debris and construction materials. All trash must be picked up and contained daily for removal on a weekly basis.

All construction vehicles must be parked on Sojourn, except when delivering construction materials to the construction site. These vehicles must be moved as quickly as unloaded, and the city streets are not to be blocked.

Construction hours are to be from 7:00 a.m. to 6:00 p.m. weekdays, and 10:00 a.m. to 5:00 p.m. on weekends.

Vacant lots are to be mowed, trimmed, edged and maintained on a weekly basis until construction is complete and they have been turned over to the Association for maintenance.

Modification or construction of sidewalks, drainage, lighting, sprinklers and landscaping of any lot or lots must be installed properly, and must be approved by the ASC and/or the Board of Directors before being installed or modified.

CONSTRUCTION DEPOSIT/FINES

A deposit in the amount set forth below shall be delivered to the Board of the Association before the commencement of any new construction or major renovation, as defined below. Such deposit shall be held by the Board of the Association to secure prompt performance with all applicable By-Laws, CC&Rs, Rules and Regulations, Architectural Standards or other applicable policies of the Homeowner's Association.

In addition to the deposit, before the commencement of New Construction as defined below, the record owner of the property shall deliver to the Board a complete set of architectural drawings/elevations of the proposed construction which must be approved by the Architectural Standards Committee.

In addition to the deposit, before the commencement of any major renovations as defined below, the owner shall deliver to the Board all plans, specifications, building permits, cost estimates, expected completion date, etc. for approval by the Architectural Standards Committee.

Amount of Deposit

New Construction: Two Thousand Dollars (\$2,000.00) Major Renovation(s): One Thousand Dollars (\$1,000.00)

Refund of Deposit

Upon completion of the new construction or major renovation, a final inspection of the project shall be made by the Board of the Association or its designee to determine whether or not the finished project fully complies with all applicable By-Laws, CC&Rs, Rules & Regulations, Architectural Standards or other applicable policies of the Homeowners Association and fully complies with the plans and specifications previously submitted by the owner. Upon correction of all identified violations or deficiencies in such compliance, the deposit, less any unpaid fines or assessments, shall be refunded to the owner. In the event that any fines are levied against any property within the subdivision as a result of such new construction or major renovations and such fines shall remain unpaid for fourteen (14) days, then the deposit shall be applied toward the payment of such fines.

Fines for Non-Compliance

Failure To Provide Deposits: In addition to any fines properly assessable against a property under this section or any other applicable section of the By-Laws, CC&Rs, Rules and Regulations, Architectural Standards or other applicable policies of the Homeowners' Association, the Board shall assess a fine of Five Hundred Dollars (\$500.00) per week, per lot, for an owner's failure to comply with the deposit requirements.

Other Fines Related to Construction: In addition to any fines properly assessable against a property under this section the Board shall assess a fine of \$500.00 per week per lot for any and all violations of any other provision of the By-Laws, CC&Rs, Rules and Regulations, Architectural Standards or other applicable policies of the Homeowners' Association arising out of or in anyway related to the new construction or major renovation if such violation(s) are not fully corrected within ten (10) days of the date upon which the Board or its designee provides written notice of such violation(s) to the owner of record of such lot. Only one such notice need be given to such record owner for each such violation(s). Once properly assessed, any additional fines shall be assessed for each week thereafter until such violation(s) are fully cured.

Definitions

"New Construction" shall mean any construction of any improvement whatsoever upon any unimproved lot or any construction, following a fire or other hazard requiring repair costs in excess of Ten Thousand Dollars (\$10,000).

"Major Renovation" shall mean any improvement/repair that exceeds routine maintenance and any renovation or remodeling of an existing dwelling that involves one or more of the following and exceeds a cost of Five Thousand Dollars (\$5,000):

Any increase in the air conditioned area of the dwelling.

The construction of any new foundation.

Any new exterior framing.

Any new exterior roof construction or replacement.

The determination by the Board of the Homeowners' Association as to whether a renovation constitutes a major renovation shall be controlling.

It is the express intention of the Board of the Homeowners' Association to require full and strict compliance with the provisions of this section and to assess any applicable fines for any violations of this section and, in the event that such fines remain unpaid, to affix assessment liens against the applicable property and to enforce such liens by foreclosure.

CONSTRUCTION - PROHIBITION OF ALTERATION AND IMPROVEMENT

Article X, Section 10.4 of CC&Rs.

No improvement or structure of any kind may be erected or maintained upon the Property, including the Lots, Homes, and Common Properties, nor may any exterior alteration, improvement, or addition of any kind be made thereto until the same has been approved in writing by the ASC. The foregoing requirement for prior written approval of the ASC applies equally to new construction and to existing improvements. No excavation, grading, impermeable decking, or other improvement which may interfere with established drainage patterns may be undertaken or installed until the same has been approved in writing by the ASC. For purposes of illustration, but not limitation, prohibited alterations and improvements include: buildings, walls, obstructions, screens, fences, gates, patios, balconies, patio or balcony covers, tents, awnings, carports, swimming pools, antennas, microwave or satellite dishes, receiving or transmitting towers, ornamental iron or burglar bars, storm windows or doors, exterior light fixtures, free standing mailboxes, trash can enclosures, chimneys, and skylights. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his home.

DUES/DELINQUENCIES

See Assessments under Article VII of CC&Rs (pages 15-20). See also Nonpayment of Assessments - Article IX (pages 23-25).

A reminder letter will be sent to resident at 15 days past due; followed by a 2nd notice letter at 45 days past due; unless owner is habitually a repeat offender, then the 2nd notice letter which is stronger will be sent (10/90). The 2nd notice letter gives 30 days notice of foreclosure, which is required by law.

Must be received or postmarked no later than the 15th of each month to avoid late fee. (5/90)

A \$15.00 late fee will be assessed if dues re received or postmarked after the 15th of each month plus expenses incurred by Management Company. (7/99)

Bounced dues checks will not cause a fee to be assessed unless the bank charges for notification of it, in which case the fee will be passed through to the owner. (11/90)

Property Manager will pursue via collection agency all debtors who file bankruptcy or whose debts are written off. (2/91)

Mailbox at Clubhouse is provided as a convenience of homeowners. (7/99)

One late fee on dues will be waived once in each calendar year if owner makes a request in writing to the Board. (5/91)

Names and/or addresses of those delinquent will not be published in the newsletter.

PARKING

See Article XI, 11.1(b) & 11.8 of CC&Rs.

Vehicles are not permitted to park in the street behind garages and may be ticketed by Addison Police. Parking is also not allowed at the end of the streets. (7/99)

VISITOR PARKING

Upon receipt of a written complaint with specific details of the incident (time, place, vehicle type, color and license number) the Management Company will send a courtesy letter by certified mail to the resident involved asking them to move the vehicle. The request will be enforced with a \$100 fine for the first subsequent incident and a \$200 fine for incidents after the first and within 30 days of the previous incident. The fines will be imposed upon subsequent written complaints. (10/92)

Board adopted the requirements of Article 6701g-2, Removal of Unauthorized Vehicles from Parking Facilities or Public Highways as its official rules for dealing with visitor parking spaces. (9/94)

Visitor parking is for visitors only. Three day parking limit with extended parking passes are available. No commercial vehicles, RVs, trailers or boats will be allowed in visitor parking or fourth parking space without written permission from Board. All will be towed at owner's expense. (7/99)

Any property owner or tenant who violates visitor parking in excess of the three day limit will be towed on the fourth day at owner's expense. (7/99)

A parking permit must be applied for if a homeowner or tenant has a visitor for more than three days. Any vehicle without a parking permit will be towed at the owner's expense. (7/99)

Homeowners or tenants are not allowed to use visitor parking under any circumstances without a parking permit. Any homeowner or tenant that violates the parking rules will be subject to towing after the first warning. (7/99)

Issuance of parking stickers to identify vehicles of the Addison Place Homeowners will be discussed at the annual September Homeowners' Meeting. (7/99)

PETS

See Article XI, 11.5 (page 29).

No pet of any character may be left unattended anywhere within the Common Properties. Pets must be on a restraint held by a person capable of controlling such pet. The Board shall have the absolute power to prohibit pets other than normal household pets from being kept on the Property, including inside the homes.

Homeowners and tenants must be responsible to police or pick-up after their pets. (7/99)

Pets are not allowed in the pool area at anytime. (7/99)

POOL

Pool is for owners and escorted guests only. Pool rules are posted on all gate entrances and inside pool area. No glass permitted in pool area. No pets are permitted in pool area. Please dispose of all trash, including cigarettes, in proper containers.

Duplicate pool keys are to be purchased by owners at the cost of \$25.00 each. (7/99)

Pool maintenance schedule: pool cleaning and assessment of chemical balance once a week April through September, and as needed from October through March. (10/90)

Pool lights will be on from 6:00 p.m. to 10:00 p.m. in winter (1/91).

Unsupervised Children. Children under the age of 12 must be accompanied by an adult at least 18 years of age. Upon receipt of any complaint to a Board member or Management Company regarding children in the pool without any adult supervision (including guests and/or tenants) the owner of the property where the children reside will be fined in the amount of \$50.00 for the first offense and \$100.00 for any following offenses. (8/94)

SIGNS

See Article XI, Section 11.6(c) of CC&Rs (page 30).

Political Signs (Adopted 7/92)

It is the Board's intention to adopt rules which are consistent with the current sign ordinance of the Town of Addison (Ordinance 091-007, SI, Chapter 14, adopted 2/26/91).

Residents may erect political signs for a period of sixty (60) days prior to any primary or general election and shall remove signs within ten (10) days after the election.

Signs must be spaced at least fifty (50) feet apart along a lot frontage, and there may be no more than four (4) signs per lot.

Banners may be displayed no more than eight (8) days prior to election and must be removed within two (2) days after the election.

No signs may be attached to the outside of a fence, railing or wall which is not a structural part of a building, whether or not on the property line.

All signs and/or banners are required to have a minimum setback of ten (10) feet from any public street.

No signs or banners are to be erected in the Clubhouse or Pool areas.

A \$10.00 per day fine will be imposed for any sign or banner which is in violation of these rules, after notice has been given to owner of said violation.

THIRD SPACE

See Article X, 10.4 (page 26).

No additional third parking spaces are permitted to be enclosed. The following properties have been grandfathered:

WG 17106	PR 17079	UB 17090
VL 17091	VL 17100	WW 17079
WG 17018	WG 17030	WG 17036
KL 17007	PR 17031	PR 17001
UB 17037		

Third space on all new construction or renovation is required to be minimum length of 19'. (4/93)

Third space is not to be used as storage space and must be kept clean at all times. Firewood may be stacked in third space as long as it does not prohibit parking and it is not stacked against neighbor's home. (6/93)

Owners who attempt to enclose or successfully enclose their third space should be notified as soon as possible that they are in violation. Precedent - \$25.00/day fine for as long as enclosure remains. (1/94)

TITLE TRANSFER

See By-Laws, Article VIII, 8.2 of CC&RS.

In addition, the Association requires a \$45.00 transfer fee per lot at the time of transfer of any lot. Documentation of the transfer will be forwarded along with the transfer fee to the Association for the recording of the information.

TRASH/RECYCLING

See Article XI, Section 11.1c.

Trash pick-up is every Monday and Thursday morning. Recycling is picked up only on Monday mornings. Recycle bin must have cover or supported to keep papers from escaping from bin. (7/99)

Trash is to be set out only on the days of pick-up and all trash must be placed in sealed garbage bags. A fine of \$25.00 per occurrence will result for non-compliance. The fine will be imposed based upon a complaint and witnessed by two people. (12/94)

Addison Place is a great place to live! Over the past six years, we have all worked together to improve the appearance and quality of living within our community, and as a result, property values have increased at an astounding rate. Recently, improvements in our landscaping have also contributed to the beautification of our neighborhood.

However, all of the work and improvements are spoiled for two days each week. You guessed it. **GARBAGE PICKUP DAY!** The Board of the Addison Place Homeowners Association and many residents are asking each of us to obey the City Ordinance relating to the containment of garbage and recycle bins. These are referred to as follows:

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 66-32. Location of receptacles; use.

No person shall place or throw any garbage of dry refuse of any kind or character upon any street, sidewalk, alley, public way, parking lot or open space in the town, but all such garbage, refuse and rubbish shall be placed in a receptacle*. Such receptacle shall be placed on the rear of the premises adjoining the alley, at some point accessible to the garbage collectors, and where not accessible to a paved alley shall be placed upon the front edge of the front sidewalk so as to be accessible to garbage collectors. Where the home builder has provided a trash closet or storage area for trash receptacles, these shall be used instead of front sidewalk edge pickup; otherwise, the garbage receptacle shall be placed at such locations as may be designated by the director of streets or his agent. It shall be illegal to permit receptacles serving residential users to remain on street right-of-way (front, side or rear) on days other than those designated by the director of streets for garbage and trash pickup. It shall be unlawful and an offense for any owner or the person in charge of any residence to allow garbage, rubbish or refuse to be piled, placed or to accumulate on any sidewalk or street within the town. All such garbage, refuse and rubbish shall be placed in receptacles as provided for in this article.

(Code 1982. 15-34)

* *Receptacles means any waterproof, disposable, securely tied containers which may be discarded, such as plastic bags of not less than two-mil thickness, these being equal in strength and quality to the disposable bags specified or provided by the town.*

The rules of our Association also provide penalties for failure to contain your garbage property.

1. Garbage shall be contained in bags with the opening secured.
2. Garbage cans are not acceptable containment nor can they be stored in third parking spaces.
3. Garbage shall be placed out for pickup on the morning of collection.
4. Recycle bins shall be covered by a lid that is available from the city.

April 26, 2001

Page 2

While on the subject of a clean community, the Association asks that all pet owners obey the leash and poop law by keeping your animals on a leash while in the park and common areas. For health's sake, the law also requires that you clean up after your animal.

Please understand that the intent of this letter is not to arouse controversy, but to bring to your attention things that probably are an oversight.

Thank you for your cooperation.

Board of Directors
Addison Place Homeowners Association

002250 08345

THE HOMES OF ADDISON PLACE POOL RULES

"PRIVATE POOL" for use by Addison Place residents and their guests.

Children under the age of 14 must be accompanied & supervised by an adult resident.

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK!!

Lifesaving equipment is for emergency use only. Life Ring, Safety Rope & Pole Hook are not to be removed.

THE FOLLOWING ARE NOT ALLOWED IN POOL AREA:

- No excessive use of alcoholic beverages
- No Glass containers
- No Pets of any type
- No Roller blades, skateboards, bicycles

Please remove trash and personal items when leaving pool area.

Tape players and radios should be on low volume or used with headphones.

Gates must be closed and locked for everyone's safety.

Quiet hours are from 11:00 p.m. to 7:00 a.m.

Homeowners are authorized to ask people to leave who are engaged in disruptive behavior.

Appropriate swim apparel is required.

SWIM AT YOUR OWN RISK!!

IN THE EVENT OF AN EMERGENCY CALL 911.

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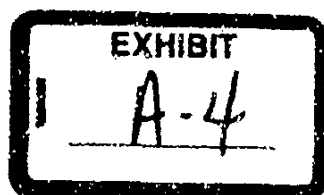


EXHIBIT B

Those tracts and parcels of real property located in the City of Addison, Dallas County, Texas and more particularly described as follows:

The Land, Lots, and Common Properties known as ADDISON PLACE, more particularly described and shown on the recorded subdivision plat for Addison Place, an Addition to the City of Addison, Dallas County, Texas, recorded at Volume 82038, Page 1386, Plat Records of Dallas County, Texas.

Exhibit-B.wpd

COB Bawbald
COUNTY CLERK DALLAS COUNTY TEXAS



DEC 30 2002

My position here reflects the fact that I am not a member of the State of Texas and I am not a resident of Dallas County, Texas as required by law. My position here reflects the fact that I am not a member of the State of Texas and I am not a resident of Dallas County, Texas as required by law.

2002 DEC 27 PM 5:39
DALLAS COUNTY
COUNTY CLERK

FILED

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