

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 121351

ERecordings-RP

DECLARATION

Recorded On: October 15, 2018 08:24 AM

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" Examined and Charged as Follows: "

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

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STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**DECLARATION OF RESTRICTIVE COVENANTS**  
**for**  
**MIDWAY RIDGE**

TTT 24315 DFW

**Basic Information**

Date: October 11, 2018

Declarant: Midway/380, LLC, a Texas limited liability company

Declarant's Address: 2925 Country Club Drive, #105, Denton, Texas 76210

Property: Lots 1-11 and 27 and 28 in Block A; Lots 7-13 in Block B; Lots 1-16 in Block C; and Lots 1-5 and 18 and 19 in Block D; Lots 1 and 2 in Block E; Lots 24-32 and 34-42 in Block F; and Lot 1X-HOA in Block G of Midway Ridge, Phase 1, pursuant to the Plat thereof recorded as Document No. 2018-421 in the Plat Records of Denton County, Texas.

**Definitions**

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

"Association" means Midway Ridge Property Owners Association, Inc.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat or designated as a "Homeowners Association Lot" on the Plat (including Lot 1X-HOA in Block G), and that has not been accepted for maintenance by any applicable governmental body; any improvements for which Declarant and/or the Association are, or may hereafter become obligated to maintain, improve or preserve; entry areas, any land near or adjacent to the Subdivision entrances or along any public right of way on which Declarant and/or the Association is granted or reserved any easement for signage or landscaping for the Subdivision.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Midway/380, LLC, a Texas limited liability company and any successor that acquires unimproved Lots owned by Declarant for the purpose of development or construction of homes thereon and is named as successor in a recorded assignment.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Governing Documents” means this Declaration, the Certificate of Formation, Bylaws, and rules of the Association, and standards of the ACC, as amended.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area and excluding Lot 33 in Block F of Midway Ridge, Phase 1.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Subdivision recorded as Document No. 2018-421, Plat Records, of Denton County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or number of unrelated roommates not exceeding the number of bedrooms in the Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the land covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

### **Clauses and Covenants**

#### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision, except Lot 33 in Block F. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

**B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Subdivision are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

**C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Restrictions.*

- a. An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. No Lot may be further subdivided.
- c. No easement in a Lot may be granted without ACC approval.
- d. No building, fence, wall, or other Structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted in writing to, and approved according to the applicable application procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the ACC.
- e. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be contained within the specific property or on a leash and not permitted to roam freely within the confines of the Subdivision.
- f. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

- g. No sign shall be erected or maintained on any Lot except a "for sale" sign which shall not exceed fifteen (15) square feet in size with larger signs being allowed only with the approval of the ACC.
- h. No pole mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot except as approved by the ACC.
- i. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the backyards of the Lots.
- j. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- k. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot. The foregoing restriction shall not be applicable to Lot 2 in Block A; Lot 2 in Block C; and Lot 31 in Block F for as long as said Lots shall be used for oil and gas exploration or production activities; nor shall said Lots be subject to any of the Covenants contained herein as long as oil and gas exploration or production activities are conducted thereon.
- l. No boats, trailers, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Residence situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, wall or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to approval by the ACC.
- m. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be parked within the Subdivision at any time.
- n. Each Lot on which a Residence is constructed shall have landscaping in its front yard including but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with the intent of the ACC. Landscaping of a Lot shall be completed within ninety (90) days after the date on which the Residence is ninety percent (90%) complete. Lot Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.
- o. Each Lot Owner shall mow and maintain the landscaping and vegetation on his Lot in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after ten (10) days prior written notice

Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot, and to levy Assessments for the reasonable expenses incurred. The Assessments together with such interest thereon as herein provided and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessment occurred. The lien securing any such Assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the Assessment date.

- p. Each Lot on which a Residence is constructed shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the ACC. Each Lot Owner shall contract with an aerobic system maintenance company to provide the maintenance to the Owner's system.
- q. Each Owner of a Lot shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the County of Denton.

**D. Construction and Maintenance Standards**

**1. Residences and Structures**

- a. All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family Residence per Lot, which Residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage, unless otherwise approved by the ACC.
- c. All Residences shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the Residences constructed on such Lot shall front, as the ACC may approve, on either of the two streets or partially on both.
- d. All Residences and accessory Structures shall be erected and maintained

behind the building line shown on the Lot, or as otherwise approved by the ACC.

- e. No Residences or accessory Structure shall be erected or maintained nearer than fifteen (15) feet from any side boundary and fifty (50) feet from front line of any Lot.
- f. The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1800 square feet.
- g. The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC. All swimming pools must be inground. Above ground pools are specifically prohibited. Swimming pools must be surrounded by wrought iron style fencing with a minimum height of four (4) feet in the event the backyard is not fenced. Yard or pool fencing must be installed when pool is completed and filled with water, with temporary safety fencing being used during construction.
- h. Driveways shall be constructed of concrete or asphalt or as approved by the ACC. Culvert pipes underneath driveways shall be faced with natural stone or brick with mortar or concrete.
- i. Propane tanks must be placed in rear yard only and surrounded by a fence in such a manner that the tank itself is not visible from the street, if it is above ground. Placement and screening of the propane tank must be approved by the ACC.
- j. Any Residence or Structure that is damaged must be repaired within 180 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Lot restored to a clean and attractive condition.
- k. No landscaping that obstructs traffic sight lines may be placed on any Lot.
- l. When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

2. *Building Materials for Residences and Structures*

- a. All Residences shall be constructed of stone, stucco, masonry, brick, or of such other materials as may be approved by the ACC, to the extent of at least 75% percent of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the ACC. Accessory Structures must be approved by

the ACC prior to construction. Hardiplank or similar siding products are not considered a masonry product and its use in construction must be approved by the ACC.

- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than seven feet (7'), and no fence is permitted on any part of any Lot unless approved by the ACC. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of the adjoining property or at the request of the ACC. No chain-link fencing shall be allowed unless approved by the ACC.
- d. Roofs shall be composition shingles (25-year guarantee minimum), wood shingles, slate, imitation slate, metal, or roof tiles if compatible in color and texture with the prevailing roofing of homes within the Subdivision. The minimum roof pitch is to be 6/12. Roofing materials must be approved in advance by the ACC.
- e. No outbuilding, shop, trailer or residence of a temporary character shall be permitted except in connection with the construction of a Residence. No building material of any kind shall be stored upon the Lot until the Owner is ready to commence improvement.
- f. All Residences and Structures permitted shall be completed within twelve (12) months from date of commencement of construction or unless otherwise extended by the ACC. No Structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system.
- g. Each mailbox shall be constructed with a masonry column (no more than 48 inches tall), with the masonry material similar to that on the Residence or as approved by the ACC.
- h. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

#### **E. Property Owners Association**

1. *Establishment and Governance.* The Association has been established by filing of a Certificate of Formation and is governed by the Certificate, the Declaration, and the Bylaws. The Association shall have the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.



2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has ten (10) votes for each Lot owned by the Declarant. The Class B Membership ceases and converts to Class A Membership on the earlier of—
  - i. when the Class A Members' votes exceed the total of Class B Member's votes or
  - ii. December 31, 2025.
  - iii. In determining the number of Lots owned by Declarant for purposes of Class B Membership status, the total number of Lots covered by this Declaration as well as all lots which may be annexed pursuant to Article I.1 shall be considered.

## F. ACC

### 1. *Establishment*

- a. *Purpose.* The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least three (3) person appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

### 2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other

documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within fifteen (15) days after the ACC's action. The Board shall determine the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

**G. Assessments**

1. *Authority.* The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

4. *Commencement.* Subject to the provisions of this paragraph, a Lot becomes subject to Assessments on conveyance of the Lot by Declarant. A Lot which is either vacant and unimproved or improved with a newly constructed Residence which has not been occupied (other than for use as "model" Residence) and is owned by a person or entity that acquired it for purposes of construction thereon of a Residence for sale to the first occupant thereof (herein referred to as a "builder") shall not be subject to the Regular Assessments. Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as Declarant owns a Lot.

5. *Regular Assessments*

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$350.00 per Lot.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of the year and on the same day of each succeeding year. The Board may elect to collect Regular Assessments on a quarterly basis.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the

Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within twenty (20) days after it is due is delinquent.

#### **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of five (10%) percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten (10%) percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Association may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### **I. Annexation**

1. *Annexation by Declarant.* At any time during the initial term of this Declaration, the Declarant may annex property to this Declaration to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant, provided such annexed property shall be part of a certain 230.43-acre tract of land (including the land covered by this Declaration) for which a Preliminary Plat for 171 lots (including the Lots covered by this Declaration) was approved by the Commissioners Court of Denton County, Texas on June 27, 2017. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.

2. *Annexation by Action of Members.* At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast sixty-seven percent (67%) of the total votes in both classes of membership. Any property that is contiguous to the Property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Section 9.1 above executed by the parties herein described.

3. *No Duty to Annex.* Nothing herein contained shall establish any duty or obligation on the part of the Declarant or the Association to annex any property to this Declaration and no Owner of property excluded from the Declaration shall have any right to have such property annexed thereto.

#### **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of twenty-five (25) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term fifty-one (51%) percent of the Members at a meeting in accordance with the Bylaws elect not to extend the term.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty-seven (67%) percent of the votes in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to

the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

[Signatures follow]

**MIDWAY/380, LLC,**  
a Texas limited liability company

By: **Bob Shelton Enterprises, Ltd.,**  
a Texas limited partnership,  
its Manager

By: **Bob Shelton Enterprises Management  
Company, LLC,**  
a Texas limited liability company,  
its General Partner

By:   
Robert B. Shelton, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of October, 2018, by Robert B. Shelton, President of Bob Shelton Enterprises Management Company, LLC, a Texas limited liability company, General Partner of Bob Shelton Enterprises, Ltd., a Texas limited partnership, Manager of Midway/380, LLC, a Texas limited liability company, on behalf of said limited liability companies and limited partnership.

  
Notary Public in and for the State of Texas

After recording, please return to:  
Midway/380, LLC  
2925 Country Club Drive, #105  
Denton, Texas 76210

