

**AFTER RECORDING****RETURN TO:**

Commonwealth Land Title Company  
 of Dallas  
 8333 Douglas Avenue, Suite 1300  
 Dallas, Texas 75225  
 Attention: Carol Erickson

2347

**AGREEMENT FOR AMENDMENT OF AMENDMENT  
 AND RESTATEMENT OF DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR POLO PARK**

This Agreement for Amendment of Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Polo Park (this "Agreement") is executed by Polo Park Associates ("Declarant") and Midland Retirement Residence Limited Partnership ("MRRLP").

**RECITALS:**

A. Declarant is the Declarant under that certain Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Polo Park (the "Declaration") executed April 16, 1992, effective as of April 16, 1982, and recorded on April 16, 1992 at Volume 815, Page 389, Real Property Records, Midland County, Texas. MRRLP is the owner of the following property (the "Subject Property"), which was recently conveyed to MRRLP by Colson & Colson Construction Co. ("C&C"):

Being LOT TWO (2), BLOCK TEN (10), POLO PARK ADDITION SECTION 6, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet D, Page 356, Plat Records, Midland County, Texas.

B. The Declaration amends and restates various prior restrictive covenants, conditions and restrictions covering all or part of the development known as Polo Park in Midland County, Texas, including, but not limited to, those instruments recorded at Volume 720, Pages 119, 463 and 599; Volume 783, Pages 65, 444 and 638, and Volume 815, Page 241, Real Property Records, Midland County, Texas (the "Prior Restrictions") such that the Prior Restrictions have, in their entirety, been amended and restated by the Declaration.

C. It has always been intended that the Subject Property could be used for and operated as a residential retirement center. At the time C&C purchased the Property in 1986 it was contemplated that the Subject Property would be developed as a retirement center, Declarant specifically consented to and approved said use and the Subject Property has been used for such use. The Declaration and Prior Restrictions were adopted for the purpose of covering those portions of Polo Park dedicated to single family duplex residential development, and were not intended to cover or restrict commercial tracts, including the Subject Property.

D. MRRLP and C&C have asked Declarant to clarify and (if and to the extent necessary) amend the Declaration to confirm the foregoing.

Therefore, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged, Declarant, for itself and as attorney-in-fact for each and every Owner (as such term is defined in the Declaration), hereby declares and agrees as follows:

1. The Subject Property is not a part of the Subdivision (as defined in the Declaration). Neither the Declaration nor any of the Prior Restrictions in any way affects, covers or encumbers any of the Subject Property; if and to the extent they may affect, cover or encumber the Subject Property, the Subject Property is hereby released from the Declaration and Prior Restrictions.

2. Without limiting Paragraph 1 above, nothing in the Declaration or Prior Restrictions shall restrict or prohibit the Subject Property's use for or operation as a multi-unit residential retirement center, or any appurtenant uses, or the construction of such a facility thereon.

3. Without limiting Paragraph 1 above, the Subject Property is not a "Tract" as such term is defined in the Declaration.

4. Declarant deems the execution of this Agreement to be necessary, proper and expedient under the circumstances now existing. Declarant is executing this Agreement on behalf of itself, as Declarant under the Declaration, and on behalf of each of the Owners (as such term is defined in the Declaration) pursuant to the power of attorney under Section 10.1 of the Declaration. This Agreement is being executed prior to the tenth anniversary of the recordation of the Declaration.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns, and all Owners, as such term is defined in the Declaration, their heirs, successors and assigns. This Agreement amends the Declaration. In the event any portion of this Agreement is illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision(s) had never been contained herein. This Agreement may not be amended without the express written agreement of MRRLP, its successors and assigns, and any and all powers of attorney in favor of any other party with respect to any right to amend this Agreement are expressly revoked as they relate to this Agreement or the Subject Property. This Agreement may be executed in multiple counterparts, which shall collectively constitute one instrument.

Executed effective as of the later of the parties' acknowledgements set forth below.

POLO PARK ASSOCIATES, individually and on behalf of all Owners, as such term is defined in the Declaration described above

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MIDLAND RETIREMENT RESIDENCE LIMITED PARTNERSHIP

By: Colson & Colson Construction Co.,  
General Partner

By: William E. Colson  
Name: William E. Colson  
Title: MANAGING GENERAL PARTNER

Midland County Clerk Unofficial Copy

Midland

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STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 1995, by \_\_\_\_\_ of Polo Park Associates, a Texas general partnership, on behalf of said partnership, and in its capacity as attorney-in-fact for each of the "Owners" described above, on behalf of said Owners.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed, Typed Name

My Commission Expires:  
\_\_\_\_\_

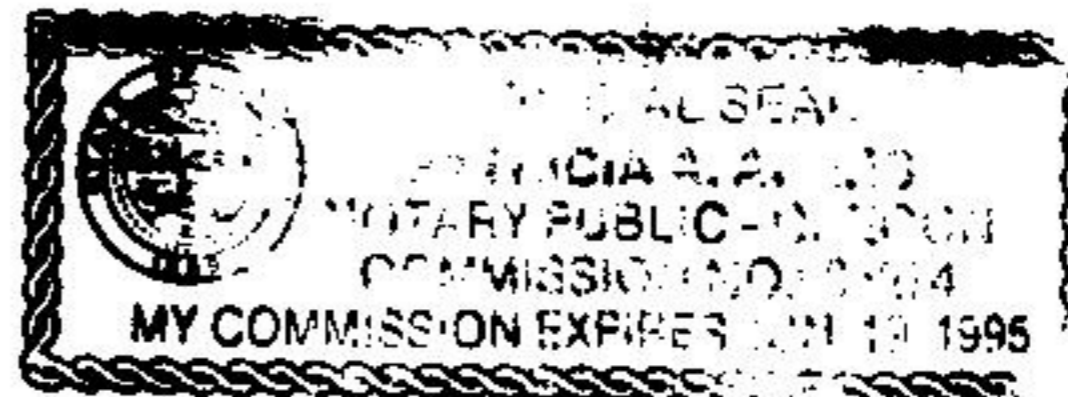
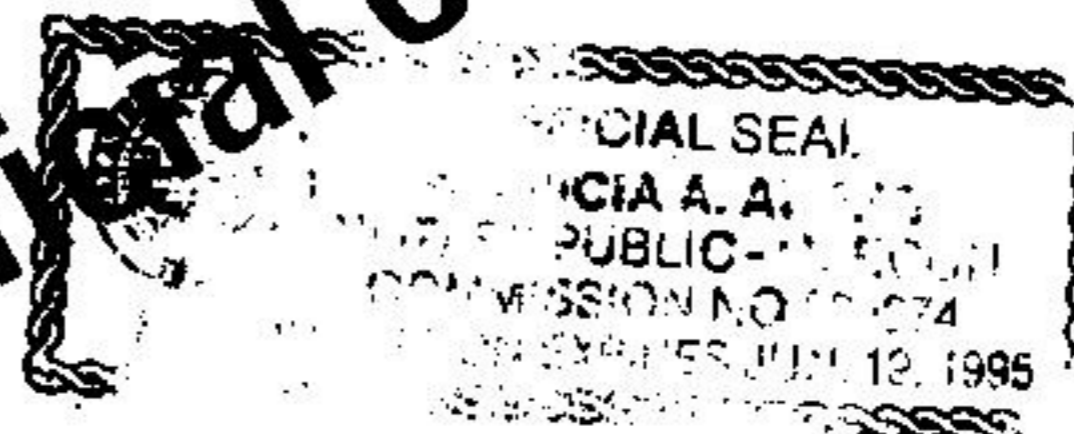
STATE OF OREGON §  
COUNTY OF MARION §

This instrument was acknowledged before me on February 8, 1995, by William E. Colson, MANAGING GENERAL PARTNER of Colson & Colson Construction Co., an Oregon general partnership, general partner of Midland Retirement Residence Limited Partnership, an Oregon limited partnership, on behalf of said limited partnership.

Patricia A. Aken  
Notary Public, State of OREGON

Patricia A. Aken  
Notary's Printed, Typed Name

My Commission Expires:  
6-19-95



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Filed for Record on the 10 day of February A.D. 1995, at 4:01 o'clock P.M.

Duly Recorded this the 13 day of February A.D. 1995, at 10:22 o'clock A.M.

ROSENELLE CHERRY, COUNTY CLERK  
MIDLAND COUNTY, TEXAS

INSTRUMENT NO. 2347

By Ashley Tedrich, Deputy

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Midland