Documents For Crawford Farms Homeowners Association, Inc.

Articles of Incorporation

+6-126290

DEDICATORY INSTRUMENTS CERTIFICATE CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS

COUNTY OF TARRANT

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") hereby records this Certificate in compliance with Texas Property Code § 202.006, requiring filing of dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located. Attached to this Certificate as <u>Exhibits B, C and D</u>, respectively are true and correct copies of:

§ § §

- (i) Articles of Incorporation of the Association filed with the Secretary of State of Texas (Exhibit B); and
- (ii) Unanimous Consent of Board of Directors of the Association adopting the Bylaws of the Association (<u>Exhibit C</u>), and copy of the Bylaws as so adopted by the Board of Directors (<u>Exhibit D</u>).

The above described instruments affect and relate to the Association and the real property in Tarrant County, Texas described in <u>Exhibit A</u> attached hereto (the "Property"). Restrictive covenants affecting the Property have been, and any amendments thereto have been or will be, recorded separately. The Articles of Incorporation and the Bylaws may be amended from time to time. Current copies of the same may be obtained from the Association in accordance with Texas Property Code §207.003.

Dated: June <u>7</u>, 2001.

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

lan By: Well

Name: Walter Damon Title: President THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this $\underline{\Pi H}$ day of June, 2001, by Walter Damon, President of Crawford Farms Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

§ § §

Notary Public in and for the State of Texas

LISA HOLY NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 08-21-2001

My Commission Expires:

EXHIBITS:

Exhibit A - Property Description

Exhibit B - Articles of Incorporation

Exhibit C - Unanimous Consent of Board of Directors

Exhibit D - Bylaws

PROPERTY DESCRIPTION

CRAWFORD FARMS PHASE 1

All that certain tract or parcel of land situated in Tarrant County, Texas, and being 75.49 acres of land situated in the William McCowen Survey, Abstract No. 999, 11-1/2 miles NE of Fort Worth, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8" iron rod found in the south right-of-way line of Golden Triangle Boulevard (formerly known as County Road No. 4012), said point also being in the east line of the E. Crawford Family Limited Partnership tract described in deed recorded in Volume 12931, page 414, Deed Records of Tarrant County, Texas;

THENCE, with said right-of-way line, South 89°46'40" West for a distance of 572.23 feet to the Point of Beginning of the herein described tract;

THENCE, departing said right-of-way line, South 4°31'54" West for a distance of 715.80 feet to a set 5/8" capped iron rod (5136);

THENCE North 89°32'24" East for a distance of 632.78 feet to a set 5/8" capped iron rod (5136); THENCE South 0°19'17" East for a distance of 1345.33 feet to a 3/4" iron rod found for northwest corner of the called 2.5 acre John F. Crawford tract (5223/923);

THENCE South 00°03'54" West, with a fence and with the west line of said 2.5 acre tract, for a distance of 353.88 feet to a 1/2" iron rod found for northeast corner of the called 2.0 acre Jerry E. Crawford tract (6728/1826);

THENCE, South $89^{\circ}52'04''$ West, departing said fence, and with the north line of said 2.0 acre tract, for a distance of 232.21 feet to a 1/2'' iron rod found for the northwest corner of the 2.0 acre tract;

THENCE South 89°24'09" West for a distance of 164.88 feet to a point, said point being the beginning of a curve to the right having a radius of 1025.00 feet;

THENCE, along said curve to the right, for a distance of 7.31 feet (chord bears North 00°57"09" East 7.31 feet);

THENCE North 85°28'06" West for a distance of 116.78 feet;

THENCE North 4°31'54" East for a distance of 19.41 feet;

THENCE North 85°28'06" West for a distance of 123.82 feet;

THENCE South 73°30'21" West for a distance of 50.00 feet to a point, said point being the beginning of a curve to the right having a radius of 400.00 feet;

THENCE, along said curve to the right, for a distance of 25.95 feet (chord bears South 14°38'08" East 25.94 feet);

THENCE North 85°28'06" West for a distance of 146.89 feet to a set 5/8" capped iron rod (5136);

THENCE North 4°31'54" East for a distance of 60.72 feet to a point, said point being the beginning of a curve to the right having a radius of 570.00 feet;

THENCE, along said curve to the right, for a distance of 602.66 feet (chord bears North 25°45'28" West 574.98 feet);

THENCE North 4°31'54" East for a distance of 425.00 feet to a set 5/8" capped iron rod (5136);

West 86.98 feet);

THENCE South 4°31'54" West for a distance of 9.06 feet;

THENCE North 88°31'33" West for a distance of 50.07 feet;

THENCE North 4°31'54" East for a distance of 10.60 feet to a point, said point being the beginning of a curve to the left having a radius of 4975.00 feet;

THENCE, along said curve to the left, for a distance of 176.01 feet (chord bears North 88°03'35" West 176.00 feet) to the beginning of a curve to the left having a radius of 650.00 feet;

THENCE, along said curve to the left, for a distance of 9.12 feet (chord bears South 6°23'03" West 9.12 feet);

THENCE North 83°34'37" West for a distance of 50.00 feet to a set 5/8" capped iron rod (5136), said point being the beginning of a curve to the right having a radius of 700.00 feet;

THENCE, along said curve to the right, for a distance of 174.43 feet (chord bears North 13°09'09" East 173.98 feet);

THENCE South 89°47'01" West for a distance of 522.93 feet to a set 5/8" capped iron rod (5136);

THENCE North 0°52'13" West for a distance of 1260.43 feet;

THENCE North 89°46'40" East for a distance of 1389.58 feet;

THENCE South 0°13'20" East for a distance of 60.43 feet to the Point of Beginning, and containing 75.49 acres of land, more or less, of which 1.92 acres lies within the right-of-way of Golden Triangle Boulevard, leaving a net area of 73.57 acres.

Exhibit A Property Description Page A-2

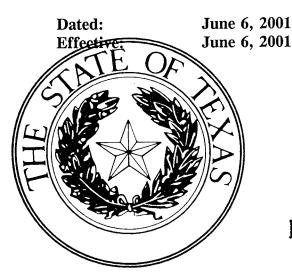


CERTIFICATE OF INCORPORATION OF CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC. FILE NUMBER 1630886

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.



Ind and the line from the part of the second from the second f

EXHIBIT B

Henry Cuellar Secretary of State

LAS

FILED In the Office of the Secretary of State of Texas

JUN 0 6 2001

ARTICLES OF INCORPORATION OF

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, Inciporations Section

I, the undersigned natural person of the age of 18 years or more and a United States citizen, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The corporation is organized to improve, beautify, maintain, manage and operate the Common Areas and Common Maintenance Areas (as defined in the Declaration hereinafter described) within a tract of land platted and described as Crawford Farms, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded May 17, 2001, in Cabinet A, Slide 6662 of the Plat Records of Tarrant County, Texas (the "Property"), as the same may be reduced or added to in accordance with the Declaration; to provide for architectural control of the lots within the Property; and to promote the recreation, health, safety, convenience and welfare of the members of the corporation. In furtherance of such purposes, the corporation shall have the power to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Crawford Farms recorded on May 11, 2000, in Volume 14337-0113 at Pages 001-035 of the Deed Records of Tarrant County, Texas, as the same may be amended or supplemented from time to time, and further shall have and may exercise any and all powers, rights and privileges that a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 8235 Douglas Avenue, Suite 805, Dallas, Dallas County, Texas 75225, and the name of its initial registered agent at such address is Walter Damon.

Ø003

ARTICLE VI

The corporation shall have members. The designation of any classes of members, the manner of election or appointment and the qualifications and rights of the members of each class shall be set forth in the Bylaws.

ARTICLE VII

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

Richard E. LeBlanc 8235 Douglas Avenue, Suite 805 Dallas, Texas 75225

Walter Damon 8235 Douglas Avenue, Suite 805 Dallas, Texas 75225

Tom Marsh 8235 Douglas Avenue, Suite 805 Dallas, Texas 75225

ARTICLE VIII

The name and address of the incorporator is as follows;

Robert J. Banta 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201

ARTICLE IX

No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes set forth in Article IV above), and no director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

040485:73822 : DALLAS : 728887.1

LOCKE LIDDELL & SAPP

ARTICLE X

To the extent not disallowed by applicable Federal tax laws, no director of the corporation shall be liable to the corporation for monetary damages for an act or omission in the director's capacity as a director, except for liability of a director for (i) a breach of a director's duty of loyalty to the corporation, (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law is amended after adoption of these Articles of Incorporation to authorize corporate action further eliminating or limiting the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended. This Article Ten shall not impair, limit or otherwise adversely affect any other provision of these Articles of Incorporation or the Bylaws of the corporation with respect to limiting or eliminating the liability of directors, but rather shall be cumulative thereof.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director existing at the time of such repeal or modification.

ARTICLE XI

The corporation shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

ARTICLE XII

The corporation shall indemnify and hold the undersigned incorporator harmless from and against any and all loss, cost, damage, expense (including, without limitation, attorneys' fees and expenses) for liability caused by, resulting from or arising out of any action taken or authorized by the incorporator of the corporation in respect of the corporation and organization of the corporation in what he deemed to be in or not opposed to the best interests of the corporation.

ARTICLE XIII

Any action required to be taken at a meeting of the members or directors of the corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken and otherwise in compliance with Section 9.10C of the Texas Non-Profit Corporation Act, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted.

IN WITNESS WHEREOF, I have hereunto set my hand, as of the Ith day of 2001. ROBERT J. BANTA

040485:73822 : DALLAS : 728887.1

1. **. . .** . .

.- * *

4

· •••

UNANIMOUS ORGANIZATIONAL CONSENT OF THE BOARD OF DIRECTORS OF CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors named in the Articles of Incorporation of

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

(herein called the "Corporation"), hereby waive the requirement of holding an Organizational

Meeting of the Board of Directors of the Corporation and hereby unanimously consent to the

adoption by the Board of Directors of the Corporation of the following resolutions:

RESOLVED: That the form of Bylaws heretofore submitted to each of the undersigned be and it is hereby adopted as and for the Bylaws of the Corporation, and the Secretary of the Corporation be and he is hereby instructed to cause the same to be inserted in the Minute Book of the Corporation.

RESOLVED, FURTHER: That Walter Damon be and he is hereby elected President and Treasurer of the Corporation and Richard E. LeBlanc be and he is hereby elected Vice President and Secretary of the Corporation, each to serve subject to the Bylaws.

RESOLVED, FURTHER: That any and all action taken in good faith by the officers and directors of the Corporation prior to the date hereof on behalf of the Corporation and in furtherance of the transactions contemplated by the foregoing resolutions are in all respects ratified, confirmed, and approved by the Corporation as its own act and deed, and shall be conclusively deemed to be such corporate act and deed for all purposes.

RESOLVED, FURTHER: That the officers of the Corporation be and they are hereby authorized and directed to execute any and all further instruments and to do and perform any and all such other acts and things that may be necessary or proper to carry out the purposes and intent of the foregoing resolutions.

Remainder of This Page Left Blank Intentionally

EXHIBIT C

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the

Corporation have set their hands as of the $\frac{544}{4}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$, 2001.

Name: Richard E. LeBlanc

ÊL D

Name: Walter Damon

Name: Tom Marsh

Bylaws

AMENDMENT TO BYLAWS OF CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF TARRANT §

This AMENDMENT TO THE BYLAWS OF CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made effective this 22 day of 10, 2008, by the Board of Directors of Crawford Farms Homeowners Association, Inc. ("Association");

WITNESSETH:

WHEREAS, the Bylaws of the Association were recorded June 12, 2001, as Instrument No. D201132527 in the Real Property Records of Tarrant County, Texas ("Bylaws");

WHEREAS, Article IX of the Bylaws states that the power to alter, amend or repeal the Bylaws shall be vested in the Board; and

WHEREAS, the signatories hereto believe it to be in the best interest of the Association to make the changes to the Bylaws which are set forth herein below;

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

1. Article III, Section 4 of the Bylaws is hereby modified to read in its entirety as follows:

"Section 4. <u>Quorum</u>. "Quorum" shall be one-tenth (1/10) of the Members entitled to cast, or of proxies entitled to cast votes in the Association. The presence at any meeting of Members entitled to cast, or of proxies entitled to case one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

2. Article IV, Section 1 of the Bylaws is hereby amended to read in its entirety as follows:

Amendment to Bylaws Crawford Farms

"Section 1. Number. At the "Conversion Date", the Board of Directors shall be expanded to five (5) members. The number of directors may be increased or decreased (provided the decrease does no shorten the term of any incumbent director nor reduce the number of directors to less than the statutory minimum of three (3) directors) from time to time by amendment of these Bylaws."

3. Article IV, Section 2 of the Bylaws is hereby amended to read in its entirety as follows:

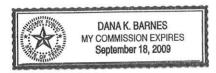
"Section 2. Term of Office and Qualifications. Directors shall be elected for two (2) year alternating terms with three (3) directors elected at one annual meeting and two directors elected at the next. The three (3) candidates with the most votes at the Conversion election shall be elected to the Board and hold office until the second annual meeting after that election. The remaining two (2) candidates, in terms of vote totals, shall be elected to the Board and hold office until the next annual meeting of Members. There shall then be an election for those two positions to serve for a period of two (2) years. Thereafter the terms shall alternate. Tie votes will be decided by the Directors. Directors must be Members of the Association and homeowners in the Crawford Farms Community. If one or more Lots are owned by an entity than an officer or representative of that entity may be a Director. They must be current in the payment of the annual assessment dues on their Lot or Lots. They must not be in violation of the Bylaws or covenants, restrictions and conditions to which their Lots are subject, or be involved in any legal action in opposition to the Association. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless sooner removed as provided in these Bylaws.

IN WITNESS WHEREOF, the undersigned Directors have caused this Amendment to the Bylaws to be executed as of the date first above written.

Director

Director

Amendment to Bylaws Crawford Farms



Dana K' Ban. Notary Public, State of T 100 Texas

AFTER RECORDING RETURN TO:

PCMC,INC Attention.PREMIER COMMUNITIES MGMT CO. 2711 N. Haskell Ave., Suite 2650 Dallas, TX 75204

Amendment to Bylaws Crawford Farms SEP 2 2 2008



DBA PREMIER COMMUNITIES MGMT CO 2711 N HASKELL AVE SUITE 2650

DALLAS TX 75204

Submitter: AMANDA CRAIG

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

\$24.00



D208321642

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV

BYLAWS OF

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

A TEXAS NON-PROFIT CORPORATION

EXHIBIT D

040485:73822 : DALLAS : 728891.1

TABLE OF CONTENTS

ARTICLE I	NAME AND LOCATION1
ARTICLE II	DEFINITIONS1
ARTICLE III	MEETING OF MEMBERS
Section 1.	Annual Meetings2
Section 2.	Special Meeting2
Section 3.	Notice of Meetings2
Section 4.	Quorum
Section 5.	Voting and Proxies
Section 6.	Membership in the Association
Section 7.	Voting Rights
ARTICLE IV	BOARD OF DIRECTORS
Section 1.	Number
Section 2.	Term of Office
Section 3.	Removal; Vacancies
Section 4.	Compensation
Section 5.	Annual Meetings
Section 6.	. Regular Meetings
Section 7.	. Special Meetings
Section 8	. Quorum
Section 9	Action Taken Without a Meeting
Section 1	0.Powers of Board of Directors
Section 1	1.Committees
ARTICLE V	OFFICERS AND THEIR DUTIES
Section 1	. Enumeration of Officers
Section 2	Election of Officers; Term
Section 3	. Resignation and Removal
Section 4	Vacancies
Section 5	. Duties
ARTICLE VI	INDEMNIFICATION7

TABLE OF CONTENTS (continued)

ARTICLE VII	BOOKS AND RECORDS	7
ARTICLE VIII	CORPORATE SEAL	8
ARTICLE IX	AMENDMENTS	8
ARTICLE X	MISCELLANEOUS	8
Section 1.	Fiscal Year	8
Section 2.	Conflicting Provisions	8
Section 3.	Invalid Provisions	8
Section 4.	Headings	. 8
Section 5.	Resale Certificates	. 8

040485:73822 : DALLAS : 728891.1

BYLAWS OF

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC. A TEXAS NON-PROFIT CORPORATION

ARTICLE I NAME AND LOCATION

The name of the corporation is CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8235 Douglas Avenue, Suite 805, Dallas, Texas 75225, but meetings of Members and Directors may be held at such places within the State of Texas, County of Dallas or Tarrant, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

"Assessment" or "Assessments" shall mean assessment(s), both regular annual assessments and special assessments, levied by the Association under the Declaration.

"Association" shall mean and refer to CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"City" shall mean and refer to the City of Fort Worth, Tarrant County, Texas.

"Conversion Date" shall mean the date of termination of Declarant's Class B membership, which shall be the earlier to occur of (i) the total outstanding Class A Votes equals or exceeds 1,000 or (ii) December 31, 2010. Declarant may at any time voluntarily elect to terminate its Class B membership by giving written notice of such election to the Board.

"Declarant" shall mean CRAWFORD PARTNERS NO. 1, LTD., a Texas limited partnership, and successors and assigns of its interest as Declarant under the Declaration.

"Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions for Crawford Farms executed by Declarant and recorded May 11, 2000, in Volume 14337-0113 at Pages 001-035 of the Deed Records of Tarrant County, Texas, as such Declaration may be amended or supplemented from time to time. "Lot" shall mean and refer to any portion of the Property shown as a subdivided residential lot on a Plat; provided, however, with respect to any unplatted portion of the Property, a Lot shall mean a residential lot as shown on the Concept Plat attached to the Declaration as an Exhibit.

"Member" means each Owner and the Declarant.

"Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

"Plat" shall mean a subdivision plat or plats of any portion of the Property now or hereafter filed for record in the Map or Plat Records of Tarrant County, Texas, as such plat or plats may be amended from time to time.

"Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

"Restrictions" shall mean the covenants, conditions and restrictions contained in the Declaration, the Articles, these Bylaws, any rules and regulations promulgated by the Association pursuant to the Declaration and any rules, regulations, guidelines or procedures promulgated by the Architectural Committee (as defined in the Declaration), as any of the foregoing may be adopted and amended from time to time.

ARTICLE III MEETING OF MEMBERS

Section 1. <u>Annual Meetings</u>. An annual meeting of the Members shall be held each calendar year on such date and at such time as shall be designated from time to time by the Board. The first annual meeting of the Members shall be held within one year after the date of incorporation of the Association. At each annual meeting, the Members shall elect Directors and transact such other business as may properly be brought before the meeting. The meeting shall be held at the place and hour designated by the Board in the notice of meeting.

Section 2. <u>Special Meeting</u>. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. Only such business shall be transacted at a special meeting of Members as may be stated or indicated in the notice of such meeting.

Section 3. <u>Notice of Meetings</u>. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to ميمياً المعادلين، عن المعادلين عن المعادلين عن المعادلين عن المعادلين. عن المعادلين عن المعادلين ع

the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. When a meeting of the Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned for less than thirty (30) days, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting other than by adjournment at the meeting at which the adjournment is taken.

Section 4. Quorum. Members holding one-tenth (1/10) of the votes of each class of membership entitled to be cast at a meeting of Members, represented in person or by proxy, shall constitute a quorum for any action to be taken at such meeting. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which the requisite amount of votes shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The vote of the holders of a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be required to constitute the act of the Members, unless the vote of a greater number is required by law, the Articles of Incorporation, these Bylaws or the Declaration.

Section 5. <u>Voting and Proxies</u>. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and signed by the Member or his or her duly authorized attorney in fact and shall bear a date not more than eleven (11) months prior to any such meeting, unless the proxy provides that it is to be valid for a period in excess of eleven (11) months. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. A proxy granted by any Member shall automatically cease as to any Lot conveyed by such Member to another person. At any election of Directors, every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes allocated to such Member for as many persons as there are Directors to be elected and for whose election he or she has a right to vote. Members are expressly prohibited from cumulating their votes in any election for Directors of the corporation.

Section 6. <u>Membership in the Association</u>. The Declarant and every Owner shall be a Member of the Association; provided, after the Conversion Date, the Declarant shall be a Member only if and to the extent that it is also an Owner. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation.

Section 7. <u>Voting Rights</u>. The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be determined as follows:

(a) The Association shall have two (2) classes of voting membership, Class A and Class B.

- (b) Each Owner of a Lot (including the Declarant with respect to any Lots owned by Declarant) shall automatically and mandatorily be a Class A Member. Each Owner of a Lot shall be entitled to one (1) vote for each Lot so owned. When more than one Person owns the fee simple interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as such Persons among themselves determine and so advise the Secretary of the Association prior to the vote, but in no event shall the vote for such Lot exceed the total vote to which such Lot is otherwise entitled under this Section 7.
- (c) The sole Class B Member shall be Declarant. In addition to the votes, if any, to which Declarant may be entitled as a Class A Member, the Class B Member shall be entitled to 1,000 votes.
- (d) The right of any Owner to vote may be suspended by the Board, for any period during which any Assessment against such Owner's Lot remains past due and for any period during which such Owner or such Owner's Lot is in violation of the Restrictions.
- (e) Members are expressly prohibited from cumulating their votes in any election for members of the Board. Prior to submitting any matter for a vote of the Members, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

ARTICLE IV BOARD OF DIRECTORS

Section 1. <u>Number</u>. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. <u>Term of Office</u>. Each Director shall be elected for a term of three (3) years. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless sooner removed as provided in these Bylaws.

Section 3. <u>Removal</u>; Vacancies. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at any meeting of the Members duly called and held. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor.

Section 4. <u>Compensation</u>. No Director shall receive compensation for any service he may render to the Association. Any Director may, however, be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. <u>Annual Meetings</u>. The annual meeting of the Board shall be held, without further notice, immediately following the annual meeting of Members, and at the same place or at such other time and place as shall be fixed with the consent in writing of all Directors.

Section 6. <u>Regular Meetings</u>. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 7. <u>Special Meetings</u>. Special meetings of the Board shall be held when called by the President, or by any Director, after not less than three (3) days notice to each Director.

Section 8. <u>Quorum</u>. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly called and held at which a quorum is present shall be regarded as the act of the Board.

Section 9. <u>Action Taken Without a Meeting</u>. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 10. <u>Powers of Board of Directors</u>. In addition to the powers and authority expressly conferred by these Bylaws upon them, the Board may exercise all such powers, duties and authority vested in or delegated to the Association by law, the Articles of Incorporation or the Declaration and do all other lawful acts and things, except to the extent that any of the foregoing are directed or required by law, the Articles of Incorporation, the Declaration or these Bylaws to be exercised or done by the Members.

Section 11. <u>Committees</u>. The Board may designate one or more committees, which, to the extent provided in the resolution establishing such committee, shall have and exercise the authority of the Board in the management of the corporation. Each such committee shall consist of two or more persons, a majority of whom are Directors; the remainder need not be Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. Any non-director who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof. Other committees not having and exercising the authority of the Board in the management of the corporation may be designated and appointed by the Board. Membership on such committees may, but need not be, limited to Directors.

ARTICLE V OFFICERS AND THEIR DUTIES

Section 1. <u>Enumeration of Officers</u>. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board, a Secretary and a

Treasurer and such other officers as the Board may from time to time designate. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. <u>Election of Officers: Term</u>. The officers of the corporation shall be chosen annually by the Board at its annual meeting or as soon after such annual meeting as practicable. Each officer shall hold office until his or her successor is chosen and qualified, or until his or her death or until he or she shall have resigned or shall have been removed.

Section 3. <u>Resignation and Removal</u>. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. <u>Vacancies</u>. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. <u>Duties</u>. All officers and agents of the corporation, as between themselves and the corporation, shall have such authority, perform such duties and manage the corporation as provided in these Bylaws or as may be determined by resolution of the Board not inconsistent with these Bylaws. Without limiting the generality of the foregoing, the following officers shall have the duties provided below:

President

The President shall be the executive manager of the operation of the corporation and shall preside at all meetings of the Board.

Vice President

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

<u>Treasurer</u>

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; and shall perform such other duties as required by the Board.

ARTICLE VI INDEMNIFICATION

The corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person is or was a Director or officer of the corporation to the fullest extent that a corporation may grant indemnification to a person serving in such capacity under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the corporation for all expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Corporation Act, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board or any committee thereof, special legal counsel or Members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the corporation (including its Board or any committee thereof, special legal counsel or Members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. The corporation shall additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. As used herein, the term "proceeding" means a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding. The corporation shall maintain insurance, at its expense, for its benefit in respect of such indemnification and for the benefit of any such person, whether or not the corporation would otherwise have the power to indemnify such person to the extent provided in the Declaration.

ARTICLE VII BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board and committees having any authority of

the Board and shall keep at its registered or principal office in the State of Texas a record of the names and addresses of its Members entitled to vote. A Member, on written demand stating the purpose of the demand, shall have the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time, for any proper purpose, the books and records of the corporation relevant to the stated purpose, at the expense of the Member.

ARTICLE VIII CORPORATE SEAL

The Association shall not have a seal.

ARTICLE IX AMENDMENTS

The power to alter, amend or repeal these Bylaws shall be vested in the Board.

ARTICLE X MISCELLANEOUS

Section 1. <u>Fiscal Year</u>. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. <u>Conflicting Provisions</u>. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. <u>Invalid Provisions</u>. If any part of these provisions shall be held invalid or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall be valid and operative.

Section 4. <u>Headings</u>. The headings used in these Bylaws have been inserted for convenience only and shall not be given effect in construing the meaning of any provision.

Section 5. <u>Resale Certificates</u>. The Association shall comply, or shall cause its managing agent, if any, to comply, with any properly submitted request for information under Section 207.003(a) of the Texas property Code. Neither the Association nor its managing agent shall have any duty to inspect the Property prior to issuing a resale certificate pursuant to any such request, nor shall the Association, or its managing agent, have a duty to update any information provided pursuant to any such request, except in response to a properly submitted further request for updated information. The Association may establish a reasonable fee to assemble, copy and deliver the information requested pursuant to Section 207.003 of the Texas Property Code.

D201132527 SAFECO LAND TITLE 777 MAIN ST C10 FT WORTH TX 76102

-WARNING-THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED -- TARRANT COUNTY TEXAS SUZANNE HENDERSON -- COUNTY CLERK OFFICIAL RECEIPT

T O: SAFECO LAND TITLE

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TT NATT
201259448	DR96	N C	00/70/0000	
	DROO	N C	06/12/2001	10:21

	INSTRUMENT		INDEXED	TIME	
1	D201132527	WD	20010612	10:21	CG

TOTAL: DOCUMENTS: 01 FEES: 51.00

В Ү:

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Declaration of CC&R's

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

\$28.00

PHONE (817) 884-1195

FIRSTSERVICE RESIDENTIAL 3102 OAKLAWN AVE #202 DALLAS, TX 75219

Submitter: FIRSTSERVICE RESIDENTIAL

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/23/2015 9:17 AM Instrument #: D215134355 OPR 5 PGS

Mary Louise Garcia By: _

D215134355

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Crawford Farms Homeowners Association, Inc. 3102 Oak Lawn, Suite 202 Dallas, TX 75219

Dedicatory Instruments

REVISED COLLECTION POLICY

WHEREAS, Lots in Crawford Farms Homeowners Association are subject to the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crawford Farms Homeowners Association, recorded with Tarrant County Clerk File Number D203259006 and supplemental amendments; First Amendment recorded with the Tarrant County Clerk File Number D205260397, Second Amendment recorded with Tarrant County Clerk File Number D205260397, Second Amendment recorded with Tarrant County Clerk File Number D205260397, Second Amendment recorded with Tarrant County Clerk File Number D205260397, Second Amendment recorded with Tarrant County Clerk File Number D205260399 and Third Amendment recorded with Tarrant County Clerk File Number D208321299 in the Real Property Records, Tarrant County, Texas. The Association wishes to revise their previous collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached revised collection policy has been established by the Board and is to be recorded with the Real Property Records.

Crawford Farms Homeowners Association, Inc. COLLECTION POLICY

Crawford Farms Homeowners Association, Inc. collection process includes the following steps for delinquent regular or special assessments or any other amount owed to the Association *unless authorized exceptions to this process are communicated in writing from the Board of Directors* through the Association Manager.

Notice	Description	Fees
1 st Friendly	 Issued by the billing department after the Association's late date as a 	\$25.00 monthly +
Notice	statement showing the total amount due. The late date is the 30 th .	\$8.00 processing fee
	• Only issued to owners with a balance of \$100 or more.	
	 Late/interest fees may vary based on governing documents. 	
	• Late date may vary based on governing documents.	
2 nd Formal Notice	• Issued by the billing department as a late letter (typically 30 days after	\$18.00 processing fee
	the Friendly Notice).	
	Includes the Fair Debt Collections verbiage and allows the account	
	holder 30 days from receipt of notice to address the delinquent account.	
	 Per the Texas Property Code, these notices must be mailed 	
	certified (also mailed first class) and include language regarding	
	restricted access to amenities and the right to cure.	
	• Only issued to owners with a balance of \$50 or more.	
	• A second late statement may be sent to owners in lieu of or in	. .
	addition to the second notice, but the processing fees and	
	collateral costs (print, envelopes, postage, etc.) still apply to each	
D 11.44	review and mailing.	<u> </u>
Demand Letter	• This is a second 30-day collection notice (similar to the 2 nd Formal	\$35.00 request for demand + collection
	Notice); sent via certified mail.	
	• The billing department will automatically proceed with referring an	agency/attorney fees (fees vary by
	account for demand unless the Manager or Board of Directors stipulates otherwise.	office/agency)
		office/ugency)
	 Association collection policies may require demand letter processing through an attorney's office. 	
	 <i>NOTE:</i> For Associations under developer control, builder referral for 	
	advanced collection action requires approval from the divisional	
	Director in addition to the Manager.	
Lien	If an account is referred directly to an attorney's office, the billing	\$20.00 request for
	department will automatically proceed with an Authorization to Lien	lien + collection
	unless the Manager or Board of Directors stipulates otherwise.	agency/attorney fees
	• If an account if referred to a collection agency (e.g., Red Rock), the	(fees vary by
	account is automatically processed for a lien subsequent to the 30-day	office/agency and
	timeline referenced in the demand letter.	county)
	• The lien is filed with the county clerk where the property is located and is	
	a legal record that a debt is owed and is secured against the property in	
	question.	
	• Processing and filing a lien with the county clerk can take up to 30	
	(thirty) days.	
Foreclosure	• Authorization for Foreclosure must be Board-approved in writing.	\$20.00 request for
	• Request for Board approval of foreclosures will not be brought to	foreclosure +
	the Board for decision unless a delinquent balance has exceeded	collection
	\$2,000.	agency/attorney fees
	• The approval should be in the form of Board-approved meeting	(fees vary by office

	minutes or a signature on an approved form.	and county)
	• The collection agency or attorney's office requires the Board to	
	sign an Assignment of Substitute Trustee (AST) that allows the	
	chosen representative to post and settle a foreclosure on behalf of the Board.	
•	Processing an account for foreclosure can take up to ninety (90) days	
•	A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all	
	dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption.	
	• If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict.	
	• The Association can proceed with Authorization to Evict once the property has been foreclosed.	
•	NOTE 1: The Association lien is subordinate to the first lien holder	
	(mortgage company). If the mortgage company forecloses on the	
	property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is	
	responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property.	
•	NOTE 2: There are two types of foreclosure available to Associations,	
-	judicial and expedited non-judicial. The governing documents for each	
	community will specify which methods of foreclosure are available to the	,
	Association.	
	• Expedited non-judicial foreclosure is a new requirement for	
	Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012.	

Crawford Farms Homeowners Association, Inc. Collection Policy

IN ignature

Name: RIChard Gatewood Title: President

Date: 5/7/2015

§ § §

STATE OF TEXAS COUNTY OF TARRANT

This instrument was acknowledged before me on the ______day of _______, 2015, by Richard Gatewood, President of Crawford Farms Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

KIMBERLY JONES MY COMMISSION EXPIRES July 23, 2017

Notary Public, State of Texas

AFTER RECORDING RETURN TO: FirstService Residential 1240 Keller Parkway, Ste 200 Keller, TX 76248

<u>Crawford Farms Architectural Control Committee Guidelines</u> October 2016

General information

- Homeowners are to obtain Architectural Control Committee (ACC) approval prior to beginning all projects including, but not limited to, paint color, construction and landscaping changes.
- Submit your projects for approval even if the project or item appears to meet all guidelines.
- Failure to obtain ACC approval could result in the homeowner being forced to remove any and all unapproved items or completed projects.
- Projects and Items must be submitted on appropriate forms and include any required documentation which, depending on the project, may include diagrams, survey, color chart, neighbor approval forms, etc.
- The ACC will strive to respond to requests within 10 business days. If a response is not
 received from the ACC within 10 business days it does not mean the project has either
 been approved or denied. If 10 business days have elapsed since submission or if there
 are any questions about the status of a project request the homeowner should contact
 the property manager for information.
- Pots with natural-colored foliage, fountains, garden flags, bird baths, iron pieces, sculptures, bird feeders and other items with either a decorative or a non-essential purpose may meet ACC guidelines and approval as defined in this document.
- Projects and items must be consistent with neighborhood norms and standards.
- Homeowners are allowed 8 items in front of the residence and an additional 8 items in the back of the residence. Pots originally manufactured and sold as flower pots are not included in the 8 allowable items.
- Items must not exceed 24" in any direction, with the exclusion of fountains, trellises, bird baths, basketball goals and flag poles. Other items may be approved if consistent with neighborhood norms. All items exceeding 24" require ACC approval.
- Items may not be generally offensive or a nuisance to other owners.
- If a written complaint is filed, determination of the suitability of the item will be at the sole discretion of the ACC.
- Homeowners must maintain their property including work done by the original builder and changes made by the homeowner.
- Air conditioners
- Window or wall inserted air conditioners are not allowed if visible from the street.
- No air conditioning apparatus will be allowed to be installed in the front of the residence.

Awnings

• May be allowed but must be approved by the ACC.

Basketball goals

- Allowed by the HOA subsequent to ACC approval.
- Do not count towards the 8 allowable items.
- Per city ordinance, basketball goals cannot be kept on the street at any time.

Bird houses and feeders

- Count towards the 8 allowable items.
- May be placed at the top of a high pole but only in the back yard.
- If placed in the front yard they must conform to the size guidelines.

Bird baths:

- Count towards the 8 allowable items.
- Diameter should not exceed 24".

Children's toys

- Children's toys do not count towards the 8 allowable items.
- Play sets / swing sets are not to exceed 12' in height.
- Items kept in good repair may be kept in back yards.

Doors - front and garage

- Replacement doors are to be similar in style and color as well as be consistent with the neighborhood norms.
- Any change of a door must be approved by the ACC.

Driveway

- Driveways are to be constructed of concrete and consistent with the neighborhood norms.
- Are to be maintained so that there is no significant cracking or missing portions.
- Standard and/or nonstandard driveway repair or construction must be approved by the ACC.

Fencing

- Replacing fence requires ACC approval.
- If fencing is replaced, the entire fence may either be stained, or all existing fencing must be pressure washed in order for the old and new boards to match in color within 60 days.
- Fences may be stained with a semi-transparent brown stain that is light or medium brown. Solid color stain or paint is not allowed. The stain color must be approved by the ACC.
- The standard fence height is 6'. No fence shall be approved if it is over 8' high.
- All fences must be constructed of wood with tubular steel posts, brick, metal pickets or other material specifically approved by the ACC.
- Fence structural supports must be inside and therefore not visible from the street.

- The style of the new fence must be the same as that being replaced.
- When replacing the fence it must be identical (including size) to the old fence. Any change will require the written approval of each neighbor whose property abuts the replacement fence.
- Fencing is to be maintained including replacement of missing or broken boards. The fence must also be maintained in an upright position and not sagging.

Flags and flag poles

- Do not count towards the 8 allowable items.
- Flags may be up to 3' x 5'.
- Must be maintained in good condition.
- Spirit flags (ex: NFL, MLB, College, etc.) are allowed to be displayed for no more than 48 hours in any 72 hour period.
- Religious or holiday flags are allowed during the specific holiday period.
- The U.S. flag, Texas flag and a domestic military flag are allowed to be flown without interruption.
- One flagpole of up to 6' in length may be attached to the façade of the home on which one flag may be flown without ACC approval.
- One flagpole not to exceed 20' is allowed by the HOA with ACC approval on which a maximum of 2 flags may be flown.

Fountains

- Count towards the 8 allowable items.
- May be up to 60" in height or width if approved by the ACC.

Gutters

• Gutters and downspouts are permitted if they are the same color as the trim on the house.

Holiday decorations

- Do not require ACC review.
- Holiday flags are allowed during the specific holiday period.
- Holiday decorations may exceed the maximum number of 8 items in front, and 8 items in back.

Hoses

Permitted without ACC approval.

Landscaping

- Landscaping shall be consistent with the norms of the neighborhood.
- Landscaping plans (including lighting) must be approved by the ACC.
- All plantings, including grass, must be maintained and not neglected or overgrown.
- Dead plantings must be removed.

Lighting

• Exterior lighting is permitted if it does not appear to cause a nuisance to neighboring lots.

Mailboxes

- All mailboxes shall be constructed of brick that is similar to that used on the home.
- Must meet all United States Postal Service rules and regulations.
- Must be maintained in good condition.
- Any change or repair requires ACC approval.

Painting exterior

- Paint color is limited to those basic colors originally used by the builders when the homes were built including, but not necessarily limited to, white, pale yellow, taupe, almond and other light colors.
- Variations may be approved if the color is similar to one of the original paint colors.
- The exterior of the home must be maintained so as not to have fading, chipping or missing paint.
- A paint sample or color chart must be submitted with the ACC request for approval.

Patios and decks

- Must be consistent with neighborhood norms. For example: wooden decks are not appropriate for the front of the home.
- Requires ACC approval.

Patio covers and porch roofs

- Must be the same roof pitch as the roof on the home.
- Shingles are to be used that are the same color and style as the roof on the home.
- Pergolas and patio covers may utilize metal standing seam roofing but only in a bronze color or roofing shingles that are the approximate style and color as the existing roof.

Patio equipment including furniture, cooking units and benches

- Does not count towards the 8 allowable items.
- Must be kept in an area where items are appropriate.
- Must be manufactured for intended purpose.
- Cooking units are limited to 2 units if visible.

Rain Barrels

- Rain barrels specifically manufactured for that purpose are allowed with ACC approval.
- They must be placed in a location with the lowest possible visibility.
- Downspouts attached to the rain barrel must match the home's trim color.
- Rain barrels are not allowed in the front yard of homes or visible from the street if other options for placement are available.
- Landscape screening may be required.

Raised bed gardens

• Raised bed gardens that are consistent with neighborhood standards are allowed by the HOA with ACC approval.

- A front yard raised bed should be similar in color or appearance to the home including any brick or stone consistent with neighborhood norms.
- Rear yard raised beds should match the existing home and landscaping in color or appearance to the brick or stone used on the home. Rear yard raised beds made of wood are also allowed and must be stained with a semi-transparent brown.

Recreational vehicles

- Including, but not limited to, Motor homes, boats, ATVs and wave runners.
- May not be stored in a driveway or on the street for more than 24 hours in any 72 hour period.

Roofing

• Shingles must be standard, dimensional asphalt in weathered wood coloring.

Room additions

- Construction materials must be the same as the original home including similar roof pitch, roofing shingles, walls and color.
- Requires detailed information and drawings for ACC review.

Screens

- Regular screens are permitted.
- Solar screens are permitted subject to ACC approval.

Sidewalks and curbs

- All sidewalks and curbs in front of the home must meet city specifications.
- Sidewalks and curbs are to be maintained so that there is no significant cracking or missing portions.
- All changes must be approved by the ACC.

Signs

- House number signs may be professionally painted on the curb in block format and do not require ACC approval.
- House for sale signs that are no more than 6 square feet in size are permitted without ACC approval.
- Other types of signs that are smaller than 6 square feet may be permitted subject to ACC review.
- Signs must be maintained in good condition consistent with neighborhood norms.

Satellite dishes

- Up to 39' in diameter are allowable.
- Minimal visibility to the street is required.
- May not be erected on a pole or tower.

Sheds or other types of out buildings

• Detailed information must be submitted for ACC approval including location and building specifications.

- Required information must include length, width, height at the peak, roof pitch and all building materials to be used in the construction.
- Maximum size (footprint) is 120 square feet (ex: 10'x12').
- Maximum height at the peak of the ridgeline is 9'.
- Roof shingles must be similar to the house.
- Siding should be cement fiberboard and the paint color must match the house. Metal siding is not permitted.
- Landscaping to screen the building from view may be required by the ACC.
- Shed roofing, paint and construction must be maintained in good condition.

Spas

- Spas are permitted subject to ACC review.
- Request should include a drawing showing exact location of proposed spa.

Stain color

- Variations in stain color are allowed with ACC approval.
- Stain must be a light or medium brown color and must be semitransparent.
- No red stains or solid colors will be allowed.

Swimming pools

 Detailed plans including location and description of the pool, pumps and filter, patios/decks, shade structures and landscaping must be submitted with the request for ACC approval.

Trailers (all types)

• May not be stored on any property or street for more than 36 hours in any 72 hour period

Trellises

- Do not count towards the 8 allowable items.
- Homeowner may add up to 2 additional trellises in the front yard and two trellises in the back yard.
- Trellises must serve their intended purpose, which is to contain live plantings.
- Trellises are not restricted as to size but the size must be appropriate to the plants supported.

Water filters

• If to be installed on the exterior of the home ACC approval is required.

Window tinting

• Not allowed.

Wreaths

- One decorative wreath per door is allowed by the HOA.
- Will not count towards the 8 allowable items.
- Does not require ACC approval.

This is to certify that the foregoing Architectural Guidelines was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Richard Gatewood

President, Crawford Farms Homeowners Association, Inc.

December 7, 2016

§

§

STATE OF TEXAS

§

COUNTY OF TARRANT

This instrument was acknowledged before me on the ______ day of December 2 Richard Gatenbod, thesident 20 16 by of 🕑 a Texas non-profit corporation, on behalf HOMPONNARS A ARMS

of said corporation.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities

3102 Oak Lawn Avenue, Suite 202

Dallas, Texas 75219

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CRAWFORD FARMS HOMEOWNERS ASSOCIATION INC 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION INC

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/3/2017 8:13 AM Instrument #: D217000048 OPR

8 PGS

\$40.00

Mary Lowie Garcia By:

D217000048

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CRAWFORD FARMS HOA INC 3102 OAK LAWN AVENUE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOA INC

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/15/2014 2:00 PM Instrument #: D214150116 OPR 6 PGS

\$32.00

Mary Louise Garcia By:

D214150116

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Crawford Farms Architectural Control Committee Guidelines

General information

- Homeowners should obtain Architectural Control Committee (ACC) approval prior to beginning all projects even if the project or item appears to meet all guidelines.
- Failure to obtain ACC approval could result in the homeowner being forced to remove any and all unapproved items or completed projects.
- Projects and Items must be submitted on appropriate forms and include any required documentation which, depending on the project, may include diagrams, survey, color chart, neighbor approval forms, etc.
- The ACC will strive to respond to requests within 10 business days. If a response is not received from the ACC within 10 business days it does not mean the project has either been approved or denied. If 10 business days have elapsed since submission or if there are any questions about the status of a project request the homeowner should contact the property manager for information.
- Pots with natural-colored foliage, fountains, garden flags, bird baths, iron pieces, sculptures, bird feeders and other items with either a decorative or a non-essential purpose may meet ACC guidelines and approval as defined in this document.
- Projects and items must be consistent with neighborhood norms and standards.
- All items must be in good repair at all times.
- Homeowners are allowed 8 items in front of the residence and an additional 8 items in the back of the residence. Pots originally manufactured and sold as flower pots are not included in the 8 allowable items.
- Items must not exceed 24" in any direction, with the exclusion of fountains, trellises, bird baths, basketball goals, flag poles etc.
- Items may not be generally offensive or a nuisance to other owners.
- If a written complaint is filed, determination of the suitability of the item will be at the sole discretion of the ACC.

Air conditioners

- Window or wall inserted air conditioners are not allowed if visible from the street.
- No air conditioning apparatus will be allowed to be installed in the front of the residence.

Awnings

• May be allowed but must be approved by the ACC.

Basketball goals

- Allowed by the HOA subsequent to ACC approval.
- Do not count towards the 8 allowable items.
- Per city ordinance, basketball goals cannot be kept on the street at any time.

Bird houses and feeders

- Count towards the 8 allowable items.
- May be placed at the top of a high pole but only in the back yard.
- If placed in the front yard they must conform to the size guidelines.

Bird baths:

- Count towards the 8 allowable items.
- Diameter should not exceed 24".

Children's toys

- Children's toys do not count towards the 8 allowable items.
- Play sets / swing sets are not to exceed 12' in height.
- Items kept in good repair may be kept in back yards.

Doors (front and garage)

- Replacement doors are to be similar in style and color as well as be consistent with the neighborhood norms.
- Any change of a door must be approved by the ACC.

Driveway

- Are to be constructed of concrete and consistent with the neighborhood norms.
- Standard and/or nonstandard driveway construction must be approved by the ACC.

Fencing

- Replacing fence requires ACC approval.
- If fencing is replaced, the entire fence may either be stained, or all existing fencing must be pressure washed in order for the old and new boards to match in color within 60 days.
- Fences may be stained with a semi-transparent brown stain that is light or medium brown. Solid color stain or paint is not to be used. The color must be approved by the ACC.
- The standard fence height is 6'. No fence shall be approved if it is over 8' high.
- All fences must be constructed of wood with tubular steel posts, brick or other material specifically approved.
- Fence structural supports must be inside and therefore not visible from the street.
- The style of the new fence must be the same as that being replaced.
- When replacing the fence it must be identical (including size) to the old fence. Any change will require the written approval of each neighbor whose property abuts the replacement fence.

Flag poles

- Do not count towards the 8 allowable items.
- Flagpoles of up to 6' in length may be attached to the façade of the home without ACC approval.
- One flagpole not to exceed 20' is allowed by the HOA with ACC approval.

Fountains

- Count towards the 8 allowable items
- May be up to 60" in height or width if approved by the ACC

Gutters

• Gutters and downspouts are permitted if they are the same color as the trim on the house.

Holiday decorations

- Do not require ACC review.
- Holiday decorations may exceed the maximum number of 8 items in front, and 8 items in back.

Hoses

• Permitted without ACC approval.

Lighting

• Exterior lighting is permitted if it does not appear to cause a nuisance to neighboring lots.

Landscaping

- Landscaping shall be consistent with the norms of the neighborhood.
- Landscaping plans (including lighting) must be approved by the ACC.

Mailboxes

- All mailboxes shall be constructed of brick that is similar to that used on the home.
- Must meet all United States Postal Service rules and regulations.
- Requires ACC approval.

Painting exterior

- Paint color is limited to those basic colors originally used by the builders when the homes were built including, but not necessarily limited to, white, pale yellow, taupe, almond and other light colors.
- Variations may be approved if the color is similar to one of the original paint colors.
- A paint sample or color chart must be submitted with the ACC request for approval.

Patios and decks

- Must be consistent with neighborhood norms. For example: wooden decks are not appropriate for the front of the home.
- Requires ACC approval.

Patio covers and porch roofs

- Must be the same roof pitch as the roof on the home.
- Shingles are to be used that are the same color and style as the roof on the home.

Patio equipment including furniture, cooking units and benches

- Does not count towards the 8 allowable items.
- Must be kept in an area where items are appropriate.
- Must be manufactured for intended purpose.
- Cooking units are limited to 2 units if visible.

Rain Barrels

- Rain barrels specifically manufactured for that purpose are allowed with ACC approval.
- They must be placed in a location with the lowest possible visibility.
- Downspouts attached to the rain barrel must match the home's trim color.
- Rain barrels are not allowed in the front yard of homes or visible from the street if other options for placement are available.
- Landscape screening may be required.

Raised bed gardens

- Raised bed gardens that are consistent with neighborhood standards are allowed by the HOA with ACC approval.
- A front yard raised bed should be similar in color or appearance to the home including any brick or stone used on the home.
- Rear yard raised beds should match the existing home and landscaping in color or appearance to the brick or stone used on the home. Rear yard raised beds made of wood are also allowed and must be stained with a semi-transparent brown.

Recreational vehicles

- Including, but not limited to, Motor homes, boats, ATVs and wave runners.
- May not be stored in a driveway or on the street for more than 36 hours in any 72 hour period.

Room additions

- Construction materials must be the same as the original home including roof pitch, roofing shingles, walls and color.
- Requires detailed information and drawings for ACC review.

Sidewalks

- All sidewalks in front of the home must meet city specifications.
- All other sidewalks must be approved by the ACC.

Signs

- House for sale signs that are no more than 6 square feet in size are permitted without ACC approval.
- Other types of signs that are smaller than 6 square feet may be permitted subject to ACC review.

Satellite dishes

- Up to 39' in diameter are allowable.
- Minimal visibility to the street is required.
- May not be erected on a pole or tower.

Sheds or other types of out buildings

- Detailed information must be submitted for ACC approval including location and building specifications.
- Required information must include length, width, height at the peak, roof pitch and all building materials to be used in the construction.
- Maximum size (footprint) is 120 square feet (ex: 10'x12').
- Maximum height at the peak of the ridgeline is 9'.
- Roof pitch and roof shingles must be similar to the house.
- Siding should be cement fiberboard and the paint color must match the house.
- Landscaping to screen the building from view may be required by the ACC.

Spas

- Spas are permitted subject to ACC review.
- Request should include a drawing showing exact location of proposed spa.

Stain color

- Variations in stain color are allowed with ACC approval.
- Stain must be a light or medium brown color and must be semitransparent.
- No red stains or solid colors will be allowed.

Swimming pools

• Detailed plans including location and description of the pool, pumps and filter, patios/decks, shade structures and landscaping must be submitted with the request for ACC approval.

Trailers (all types)

• May not be stored on any property or street for more than 36 hours in any 72 hour period

Trellises

- Do not count towards the 8 allowable items.
- Homeowner may add up to 2 additional trellises in the front yard and two trellises in the back yard.
- Trellises must serve their intended purpose, which is to contain live plantings.
- Trellises are not restricted as to size but the size must be appropriate to the plants supported.

Water filters

• If to be installed on the exterior of the home ACC approval is required.

Window tinting

• Not allowed.

Wreaths

- One decorative wreath per door is allowed by the HOA.
- Will not count towards the 8 allowable items.
- Does not require ACC approval.

These guidelines were adapted at a meeting of the board of directors for Crawford Farms on June 3, 2014. The president Of the Board has signed the guidelines on behalf of the board in front of a notary on the following page. The guidelines will be filed with Tarrant County and on record as a legal part of the documents for Crawford Farms Homeowners Association, Inc.

INC., a Texas non-profit Association

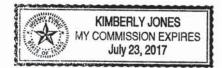
RICHARD GATEWOOD Atte Name:

Title: President

THE STATE OF TEXAS	§
	§
COUNTY OF TARRANT	ş

This instrument was acknowledged before me on the $\frac{10}{2}$ day of <u>June</u>, 2014 by Richard GAteword, President of Crawford Farms Homeowners Association, Inc., on behalf of said

corporation.



Notary Public In and For the State Of Texas

AFTER RECORDING RETURN TO:

Crawford Farms HOA

1240 Keller Parkway, Suite 200

Keller, TX 76248

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FIRST SERVICE RESIDENTIAL 3102 OAK LAWN AVE 202 DALLAS, TX 75219

Submitter: KIMBERLIE M BIRR

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration:	7/30/2013 2:02	PM		
Instrument #:	D213199655			
	OPR	4	PGS	\$24.00

Mary Louise Garcia By: .

D213199655

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Mission: The mission of the Crawford Farms Board of Directors is to uphold programs and processes that will enhance and ensure property value.

AMENDED ACC Guidelines

YARD ART:

Yard art includes, but is not limited to: fountains, garden flags, bird baths, iron pieces, sculptures, bird feeders and other items with either a decorative or non-essential purpose. All items must be consistent with established neighborhood norms and standards as well as being maintained in good repair at all times. Pots originally manufactured and sold as flower pots and containers are not included in the total.

QUANTITY OF ITEMS:

Yard Art will be limited to 4 items in front of the residence, and an additional 4 items in the back of the residence. Any items in excess of 4 must be submitted to the ACC for review and approval.

SIZE LIMITATIONS:

Items must not exceed 24" in any direction. Items in excess of 24" in any direction must be submitted to, and approved by, the ACC.

LOCATION OF ITEMS:

Items may only be placed in landscaped areas or on the porch.

FOUNTAINS:

Fountains may be larger than 24" in height but the specific height and diameter must be submitted to the ACC for review and approval.

BIRDHOUSES/FEEDERS:

A bird house/feeder at the top of a pole not to exceed 20' is allowed but only in the back yard. Bird houses in the front yard must conform to the above guidelines regarding size.

TRELLISES:

Trellises count towards the 4 allowable items and must serve their intended purpose, which is to contain/manage live plantings. They should be designed and manufactured or built as trellises.

PATIO FURNITURE & BENCHES:

Patio furniture is allowed by the HOA and does not count towards the 4 allowable items, but must be kept in an area where patio furniture is appropriate, and must be manufactured as outdoor furniture. The storage of cooking units are not allowed anywhere that is visible from the street.

Mission: The mission of the Crawford Farms Board of Directors is to uphold programs and processes that will enhance and ensure property value.

AMENDED ACC Guidelines

FLAG POLES:

One flag pole not to exceed 20' is allowed by the HOA with ACC approval, and does not count towards the 4 allowable items.

BASKETBALL GOALS:

Basketball goals are allowed by the HOA with ACC approval, and do not count towards the 4 allowable items. Per city ordinance, basketball goals cannot be kept on the street at any time.

CHILDREN'S TOYS:

Children's play sets are subject to ACC review and approval. The play sets must be in good repair and of a reasonable size. They may only be kept in back yards and do not count towards the 4 allowable items.

COMPLAINTS & REMOVAL:

Based on neighborhood standards, items should not be offensive or a nuisance to other owners. A written complaint by an owner to the ACC may be sufficient cause for review if the item does not meet ACC guidelines. If a complaint is filed, determination of the suitability of the item will be at the discretion of the ACC.

RAIN BARRELLS:

Only those containers originally designed, manufactured and sold as rain barrels are allowed by the HOA with ACC approval. They must be subdued and neutral in color and placed in a location with the lowest possible visibility. Downspouts attached to the rain barrel must also be subdued and neutral in color. Rain barrels are not allowed in the front yard. If located in the side yard and visible from the street they must be screened from view.

RAISED BED GARDENS:

Raised bed gardens that are consistent with neighborhood standards are allowed by the HOA with ACC approval. Raised bed gardens cannot be visible from the front of the home. The framework must be of a reasonable size and stained with a semi-transparent brown stain.

STAIN COLOR:

Variations in stain color are allowed with ACC approval. Stain must be a natural brown color and must be semitransparent - no solid colors will be allowed. No red stains will be allowed. If fencing is replaced, it must be stained within 60 days. If a portion of fencing is replaced, the entire fence must either be stained, or all existing fencing must be pressure washed to match to the new boards.

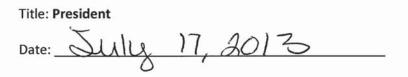
Mission: The mission of the Crawford Farms Board of Directors is to uphold programs and processes that will enhance and ensure property value.

AMENDED ACC Guidelines

Crawford Farms Homeowners Association, Inc. ACC Guidelines

Signature

Name: Richard Gatewood



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the <u>17</u> day of <u>Sull</u>

§ §

§

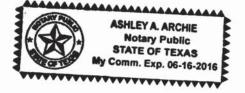
20 1 by Richard Gatewood, President of Crawford Farms Homeowners Association, Inc., a Texas non-

profit corporation, on behalf of said corporation.

Notary Publie, State of Texas

AFTER RECORDING RETURN TO:

First Service Residential 3102 Oak Lawn Avenue, Suite 202 Dallas, TX 75219



COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE # 202 DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	5/2/2013 2:42 P	M		
Instrument #:	D213111970			
	OPR	4	PGS	\$24.00

Mary Louise Garcia By:

D213111970

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Mission: The mission of the Crawford Farms Board of Directors is to uphold programs and processes that will enhance and ensure property value.

ACC Guidelines

YARD ART:

Yard art includes, but is not limited to: pots with natural-colored foliage, fountains, garden flags, bird baths, iron pieces, sculptures, bird feeders and other items with either a decorative or non-essential purpose. All items must be consistent with established neighborhood norms and standards as well as being maintained in good repair at all times.

QUANTITY OF ITEMS:

Yard Art will be limited to 4 items in front of the residence, and an additional 4 items in the back of the residence. Any items in excess of 4 must be submitted to the ACC for review and approval.

SIZE LIMITATIONS:

Items must not exceed 24" in any direction. Items in excess of 24" in any direction must be submitted to, and approved by, the ACC.

LOCATION OF ITEMS:

Items may only be placed in landscaped areas or on the porch.

FOUNTAINS:

Fountains may be larger than 24" in height but the specific height and diameter must be submitted to the ACC for review and approval.

BIRDHOUSES/FEEDERS:

A bird house/feeder at the top of a pole not to exceed 20' is allowed but only in the back yard. Bird houses in the front yard must conform to the above guidelines regarding size.

TRELLISES:

Trellises count towards the 4 allowable items and must serve their intended purpose, which is to contain/manage live plantings. They should be designed and manufactured or built as trellises.

PATIO FURNITURE & BENCHES:

Patio furniture is allowed by the HOA and does not count towards the 4 allowable items, but must be kept in an area where patio furniture is appropriate, and must be manufactured as outdoor furniture. The storage of cooking units are not allowed anywhere that is visible from the street.

Mission: The mission of the Crawford Farms Board of Directors is to uphold programs and processes that will enhance and ensure property value.

ACC Guidelines

FLAG POLES:

One flag pole not to exceed 20' is allowed by the HOA with ACC approval, and does not count towards the 4 allowable items.

BASKETBALL GOALS:

Basketball goals are allowed by the HOA with ACC approval, and do not count towards the 4 allowable items. Per city ordinance, basketball goals cannot be kept on the street at any time.

CHILDREN'S TOYS:

Children's play sets are subject to ACC review and approval. The play sets must be in good repair and of a reasonable size. They may only be kept in back yards and do not count towards the 4 allowable items.

COMPLAINTS & REMOVAL:

Based on neighborhood standards, items should not be offensive or a nuisance to other owners. A written complaint by an owner to the ACC may be sufficient cause for review if the item does not meet ACC guidelines. If a complaint is filed, determination of the suitability of the item will be at the discretion of the ACC.

RAIN BARRELLS:

Only those containers originally designed, manufactured and sold as rain barrels are allowed by the HOA with ACC approval. They must be subdued and neutral in color and placed in a location with the lowest possible visibility. Downspouts attached to the rain barrel must also be subdued and neutral in color. Rain barrels are not allowed in the front yard. If located in the side yard and visible from the street they must be screened from view.

RAISED BED GARDENS:

Raised bed gardens that are consistent with neighborhood standards are allowed by the HOA with ACC approval. Raised bed gardens cannot be visible from the front of the home. The framework must be of a reasonable size and stained with a semi-transparent brown stain.

STAIN COLOR:

Variations in stain color are allowed with ACC approval. Stain must be a natural brown color and must be semitransparent - no solid colors will be allowed. No red stains will be allowed. If fencing is replaced, it must be stained within 60 days. If a portion of fencing is replaced, the entire fence must either be stained, or all existing fencing must be pressure washed to match to the new boards.

Mission: The mission of the Crawford Farms Board of Directors is to uphold programs and processes that will enhance and ensure property value.

ACC Guidelines

Crawford Farms Homeowners Association, Inc. ACC Guidelines

Signature

Name: Richard Gatewood

Title: President

Date: 4-30-13

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 30^{40} day of <u>April</u>

§ §

§

20_12_, by Richard Gatewood, President of Crawford Farms Homeowners Association, Inc., a Texas non-

profit corporation, on behalf of said corporation.

	Auro & PAAn.
TERA E. BELLEMARE Notary Public, State of Texas My Commission Expires May 05, 2015	Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities 3102 Oak Lawn Avenue, Suite 202 Dallas, TX 75219

> Crawford Farms HOA Values = Involvement[•] Responsibility and Accountability Equality [•] Integrity [•] Respect for & from others [•] Maintain Property Value

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE # 202 DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For	Registration:	5/2/2013 2:42 PM	N		
	Instrument #:	D213111971			
		OPR	3	PGS	\$20.00

Mary Louise Caria By:

D213111971

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

PARKING RESTRICTION FOR CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

This Parking Restriction for Crawford Farms Homeowners Association, Inc. is promulgated and published by the Board of Directors of the Association to be effective as of the date this restrictive covenant is recorded in the Real Property Records of Tarrant County, Texas;

WITNESSETH:

WHEREAS, that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crawford Farms was recorded on July 17, 2003, as Instrument # D203259006 in the Real Property Records of Tarrant County, Texas, (said instrument as same may have supplemented or amended hereinafter called the "Declaration");

WHEREAS, Section 3.4(b)(vii) of the Declaration provides that the Board of Directors has the authority:

"to make reasonable rules and regulations for the operation of the Common Maintenance Areas, and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the outstanding votes of the Members; and

WHEREAS, Section 1.10 of the Declaration includes Common Areas such as the amenity center within the definition of Common Maintenance Areas; and

WHEREAS, the Board of Directors of the Association, at a duly called meeting at which a quorum of Directors was present and voting, enacted the following rules and regulations regarding the restrictions on parking in the amenity center parking and the enforcement of remedies in the event of violation of the restrictions;

PARKING RESTRICTION

1. No motor vehicle shall be parked in the amenity center parking except while using the amenity center for its intended purpose (the "Parking Restriction").

2. Any motor vehicle which is left in the amenity center parking for a period of more than 24 hours without the written consent of the Board of Directors shall be conclusively presumed to be in violation of the Parking Restriction.

3. Signage and notices required by Chapter 684 of the Transportation Code shall be posted and given that the vehicle parked in violation of the Parking Restriction will or may be towed and stored at the expense of the owner of the vehicle.

4. An agreement will be made by the Association with one or more licensed towing companies. At the instruction of the Board, an officer or manager of the Association

will cause a towing company to tow a vehicle in violation of the Parking Restriction. The vehicle in violation will be towed and stored at the owner's expense. The owner of the vehicle may reclaim the vehicle upon payment of the costs. Nothing herein precludes the Association from imposing fines or other allowable penalties against the vehicle owner who violates the Parking Restriction which may be imposed at the Board's reasonable discretion.

5. Removal of a vehicle for short periods and returned to the amenity center shall, in the discretion of the Board, be considered to violate the Parking Restriction notwithstanding the removal of the vehicle for a time during the 24 hour interval in question.

IN WITNESS WHEREOF, this Resolution is by a duly authorized officer of the Association to evidence its passage in accordance with the Declaration of the Association.

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

Signature:

Name: Richard Gatewood Title: President of Crawford Farms HOA

STATE OF TEXAS § S COUNTY OF TARRANT §

This instrument was acknowledged before me on this 30^{th} day of 4pri, 2013, by Richard Gatewood, the President of Crawford Farms Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities 3102 Oak Lawn Avenue, Suite 202 Dallas, TX 75219

ļ.

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

 Filed For Registration:
 12/21/2011 12:43 PM

 Instrument #:
 D211307657

 OPR
 4
 PGS
 \$24.00

Mary Louise Carcia By:

D211307657

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK



Creating the most desirable residential communities in which to live.

Crawford Farms Homeowners Association, Inc. COLLECTION POLICY

Crawford Farms Homeowners Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors* through the Association Manager.

Notice	Description	Fees
1 st Friendly	• Issued by the billing department after the Association's late date as a	\$25.00 monthly +
Notice	statement showing the total amount due. The late date is the 30 th .	\$8.00 processing fe
	• Only issued to owners with a balance of \$100 or more.	
	 Late/interest fees may vary based on governing documents. 	
	 Late date may vary based on governing documents. 	
2 nd Formal Notice		\$18.00 processing fe
	the Friendly Notice).	
	• Includes the Fair Debt Collections verbiage and allows the account	
	holder 30 days from receipt of notice to address the delinquent account.	
	 Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding 	
	restricted access to amenities and the right to cure.	
	 Only issued to owners with a balance of \$50 or more. 	
	 A second late statement may be sent to owners in lieu of or in 	
	addition to the second notice, but the processing fees and	
	collateral costs (print, envelopes, postage, etc.) still apply to each	
	review and mailing.	
Demand Letter	• This is a second 30-day collection notice (similar to the 2 nd Formal	\$35.00 request for
	Notice); sent via certified mail.	demand + collection
	• The billing department will automatically proceed with referring an	agency/attorney fees
	account for demand unless the Manager or Board of Directors	(fees vary by
	stipulates otherwise.	office/agency)
	• Association collection policies may require demand letter processing	
	through an attorney's office.	
	• NOTE: For Associations under developer control, builder referral for advanced collection action requires approval from the divisional	
	Director in addition to the Manager.	
Lien	 If an account is referred directly to an attorney's office, the billing 	\$20.00 request for
	department will automatically proceed with an Authorization to Lien	lien + collection
	unless the Manager or Board of Directors stipulates otherwise.	agency/attorney fees
	• If an account if referred to a collection agency (e.g., Red Rock), the	(fees vary by
	account is automatically processed for a lien subsequent to the 30-day	office/agency and
	timeline referenced in the demand letter.	county)
	• The lien is filed with the county clerk where the property is located and is	
	a legal record that a debt is owed and is secured against the property in	
	question	[
Loyalty • Inte	grity • Respect • Fun Teamwork • Work Ethic	Positive Attitude

Premier Communities Management Company 3102 Oak Lawn Avenue Suite 202 Dallas, TX 75219

Office: 214.871.9700 Toll Free: 866.424.8072 Fax: 214.889.9980 www.premiercommunities.net



Creating the most desirable residential communities in which to live.

	 Processing and filing a lien with the county clerk can take up to 30 (thirty) days.
Foreclosure	 Authorization for Foreclosure must be Board-approved in writing. The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Processing an account for foreclosure can take up to ninety (90) days A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominum owner has a three month (90-day) right of redemption. If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. The Association can proceed with Authorization to Evict once the property has been foreclosed. NOTE 1: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. NOTE 2: There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. Expedited non-judicial foreclosure is a new requirement for Expedited non-judicial foreclosure is a new requirement for
	 Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012.



a FirstService Residential company

Creating the most desirable residential communities in which to live.

Crawford Farms Homeowners Association, Inc. Collection Policy

Name: TIFFANY M. Sheppard Title: Crawford Forms HOA President Date: 11 30.11

STATE OF TEXAS

COUNTY OF TARRANT

day of November This instrument was acknowledged before me on the

§

\$ §

2011, by Tiffany Shepard, President of Crawford Farms Homeowners Association, Inc., a Texas non-profit

corporation, on behalf of said corporation.

ary Public, State of Texas



AFTER RECORDING RETURN TO: Premier Communities 3102 Oak Lawn Avenue, Suite 202 Dallas, Texas 75219

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

 Filed For Registration:
 12/21/2011 12:43

 PM
 Instrument #:

 D211307659

 OPR
 5
 PGS
 \$28.00

Mary Louise Garcia By:

D211307659

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc. GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TARRANT	§	

WHEREAS the Crawford Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

- 1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
- 2. These Guidelines do <u>not</u> apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
- 3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
- 4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- 5. Permitted Flags must be displayed from a pole attached to a structure or to a freestanding pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
- 6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

Crawford Farms Homeowners Association, Inc. Guidelines for Display of Flags Page 2 of 4

- 7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
- 8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
- 9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
- 10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
- 11. Free-standing flagpoles may <u>not</u> be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
- 12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- 13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

Crawford Farms Homeowners Association, Inc. Guidelines for Display of Flags Page 3 of 4

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of September 2011.

iffany Sheppard

Board President Crawford Farms Homeowners Association, Inc.

Crawford Farms Homeowners Association, Inc. Guidelines for Display of Flags Page 4 of 4

STATE OF TEXAS

COUNTY OF TARRANT

1. Hang Sheppard, President Before me, the undersigned authority, on this day personally appeared {name}, {position} of Crawford Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this

§ § §

[Notarial Seal]

TERA E. BELLEMARE Notary Public, State of Texas My Commission Expires May 05, 2015

Notary Public, State of Texas E. Relleman Printed Name 5,205

day of

My commission expires:

2011.

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration:	12/21/2011 12:43 PM	3		
Instrument #:	D211307660			
	OPR	4	PGS	\$24.00

Mary Louise Carcia By: _

D211307660

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc. GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS	§	
COUNTY OF TARRANT	§ §	KNOW ALL PERSONS BY THESE PRESEN
COUNTY OF TARRANT	§	

WHEREAS the Crawford Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

- 1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
- 2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
- 3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
- 4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
- 5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

Crawford Farms Homeowners Association, Inc. Guidelines for Solar Energy Devices Page 2 of 3

- c. conform to the slope of the roof; and
- d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
- e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
- f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
- 6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
- 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
- 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
- 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Crawford Farms Homeowners Association, Inc. Guidelines for Solar Energy Devices Page 3 of 3

Approved and adopted by the Board on this 12 day of September 2011.

fiffany Sheppard **Board** President

Crawford Farms Homeowners Association, Inc.

STATE OF TEXAS § § COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Tiffany Sheppard, Board President of Crawford Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1^{\prime} day of 2011. otary Public, State of Texas Printed Name 5,2015 My commission expires:

[Notarial Seal]



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/21/2011 12:43 PM Instrument #: D211307661 OPR 3 PGS \$20.00

Mary Louise Garcia By: .

D211307661

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Crawford Farms Homeowners Association, Inc., (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

- 1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner's request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner's request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

Alternate Payments Schedule Policy

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Shepparc Name: 4 anu

Title: <u>Crawford Farms HOA President</u> Date: <u>9.12.11</u>

STATE OF TEXAS § § § Tar 140 COUNTY OF This instrument was acknowledged before me on the _____ 12 _day of C , by Tera, Bellemare 20 of Premier Communities , a Texas non-profit corporation, on behalf of said corporation. TERA E. BELLEMARE

Notary Public, State o

AFTER RECORDING RETURN TO:

Addate State of Texas My Commission Expires May 05, 2015

Premier Communities 3102 Oak Lawn Avenue, Suite 202 Dallas, Texas 75219 MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	12/21/2011 12:43 PM			
Instrument #:	D211307662			
	OPR	3	PGS	\$20.00

Mary Louise Carcia By: .

D211307662

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc.

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of Crawford Farms Homeowners Association, Inc. (the "Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 - 1. any delinquent assessment;
 - 2. any current assessment;
 - 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - 4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 - 5. any fines assessed by the Association;
 - 6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

- 1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- 2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
- 3. any delinquent assessment;
- 4. any current assessment;

20 11

- 5. any other amount owed to the Association.
- 6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

FIFTANY M. Sheppard Name: Title: Crawford Forms HOA President Date: 9^{\cdot} STATE OF TEXAS § § § COUNTY OF arrant _day of Septim by This instrument was acknowledged before me on the . by Tera Selfemare of Premier Communities a Texas non-profit corporation, on behalf of said corporation. Notary Public, State of Texas AFTER RECORDING RETURN TO: Premier Communities 3102 Oak Lawn Avenue, Suite 202 TERA E. BELLEMARE Dallas, Texas 75219 Notary Public, State of Texa. My Commission Expires May 05, 2015

Priority of Payments Policy

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

 Filed For Registration:
 12/21/2011 12:43 PM

 Instrument #:
 D211307658

 OPR
 8
 PGS
 \$40.00

Mary Lowie Carria By:

D211307658

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc.

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Crawford Farms Homeowners Association, Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- Magnetic tape--actual cost;
- Data cartridge--actual cost;
- Tape cartridge--actual cost;
- *Rewritable CD (CD-RW)--\$1.00;*
- Non-rewritable CD (CD-R)--\$1.00;

- Digital video disc (DVD)--\$3.00;
- JAZ drive--actual cost;
- Other electronic media--actual cost;
- VHS video cassette--\$2.50;
- Audio cassette--\$1.00;
 - Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
 - Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.
- 2. Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with *§*552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. Labor charge for locating, compiling, manipulating data, and reproducing public information.

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, \$552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $$15.00 \times .20 = 3.00 ; or Programming labor charge, $$28.50 \times .20 = 5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information (\$15.00 per hour); and one hour of programming labor charge(\$28.50 per hour), the combined overhead would be: $$15.00 + $28.50 = $43.50 \times .20 = 8.70 .

5. Microfiche and microfilm charge.

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. Remote document retrieval charge.

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply

with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. Computer resource charge.

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular

request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: 10/3 = 3.33; or $10/60 \times 20 = 3.33$.

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
- 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
- 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).
- 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

iny M. SV <u>neppord</u> Name: Title: Crawford Farms HOA President Date: $9^{1}/2^{1}$

STATE OF TEXAS COUNTY OF TAY FAN +

This instrument was acknowledged before me on the 12 day of September 20 11, by <u>terra</u> <u>Bellemare</u> of <u>Premiler Communities</u>, a Texas non-profit corporation, on behalf of said corporation.

§ § §

TERA E. BELLEMARE Notary Public, State of Texas My Commission Expires May 05, 2015

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities 3102 Oak Lawn Avenue, Suite 202 Dallas, TX 75219 MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	12/21/2011 12:43 PM			
Instrument #:	D211307663			
	OPR	3	PGS	\$20.00

Mary Louise Carcia By: .

D211307663

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc.

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of Crawford Farms Homeowners Association, Inc. (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

- 1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
- 2. Financial books and records shall be retained for seven years.
- 3. Account records of current owners shall be retained for five years.
- 4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- 5. Minutes of meetings of the owners and the board shall be retained for seven years.
- 6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

Document Retention Policy

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

endar Name: Title: Crawford Farms HOA President Date: $9^{-}/2^{-}$

STATE OF TEXAS § § § COUNTY OF Lary mber _day of _ This instrument was acknowledged before me on the by <u>Teva</u>, <u>Bellemare</u> 20 11 of (PM)PX Commissifi , a Texas non-profit corporation, on behalf of said corporation. TERA E. BELLEMARE Notary Public, State of Texas My Commission Expires May 05, 2015 Notary Public, State of

AFTER RECORDING RETURN TO:

Premier Communities 3102 Oak Lawn Avenue, Suite 202 Dallas, TX 75219

Document Retention Policy

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES 3102 OAK LAWN AVE STE 202 DALLAS, TX 75219

Submitter: CRAWFORD FARMS HOMEOWNERS ASSOCIATION

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

 Filed For Registration:
 12/21/2011 12:43 PM

 Instrument #:
 D211307664

 OPR
 5
 PGS
 \$28.00

Mary Jourie Garcia By: .

D211307664

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

Crawford Farms Homeowners Association, Inc. GUIDELINES FOR FENCE MODIFICATIONS

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TARRANT	§	

WHEREAS the Crawford Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the appearance of residential fences, it is appropriate for the Association to adopt the following guidelines.

NOW, THEREFORE, the Board has duly adopted the following *Fence Modification Guidelines* within the community.

- All fences that are on a shared property line are the shared responsibility of both homeowners. Be a good neighbor and split the costs of repairs to keep all fences in good repair. If these matters cannot be handled between owners individually, then the situation should be filed in civil court.
- All fences must be a minimum of six feet (6') tall and must be the same height all the way around. Any other fence height must be submitted to the ACC for approval and have all adjoining neighbors sign fence agreement.
- If an owner wished to change the height or location of a current fence, an ACC Request form must be submitted along with a plot plan and a copy of the Fence Alteration Neighbor Approval form where all affected neighbors agree to the modification.
- If all neighbors do not agree to the modification, it will not be approved by the ACC Committee.
- All fences must be constructed of wood and other request must be submitted to the ACC
- All fences must be constructed so that the structural support or poles are facing the inside of the yard and cannot be seen from the street.
- No wood fence may be stained to alter the fence color from a natural wood color. Clear sealants may be applied without prior approval from the ACC but any other stains must first be submitted for approval and approved in writing. Example of an approved stain is Olympic Oil Base Cedar Natural Tone, Semi Transparent Stain, Ready Seal OIS, Thompson's Clear Water Seal, Sherwin Williams' Clear Wood Finish, or Behr Cedar Neutral Tone DP533 (This replaces #716 of the same shade; only the number has changed.)
- The use or application of paint (or any stain which cures in a solid color) is prohibited

Crawford Farms Homeowners Association, Inc. Guidelines for Display of Flags Page 2 of 5

• Fence Alteration- Neighbor Approval Form

Owner Name	
Owner Address	
Description of Modification	

Noishhan Mana	
Neighbor Name	
27 * 11	
Neighbor Address	
e	
Neighbor Phone Number	
0	
Neighbor Email	
Neighbor Signature	
in gribbi Signatare	

Neighbor Name	
neighbor name	
Neighbor Address	
Noighbor Dhone Muscher	
Neighbor Phone Number	
Neighbor Email	
8	
Neighbor Signature	
Heighbor Signature	
Neighbor Name	
-	

Crawford Farms Homeowners Association, Inc. Guidelines for Display of Flags Page 3 of 5

Neighbor Address	
Neighbor Phone Number	
Neighbor Email	
Neighbor Signature	

Neighbor Name	
reignoor reame	
Neighbor Address	
8	
Neighbor Phone Number	
-	
NI 11 D 11	
Neighbor Email	
Neighbor Signature	
Neighbor Signature	

Neighbor Name	
Neighbor Address	
Neighbor Phone Number	
Neighbor Email	
Neighbor Signature	

Crawford Farms Homeowners Association, Inc. Guidelines for Display of Flags Page 4 of 5

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for fence modifications which may have previously been in effect. All other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12 day of <u>Saptember</u> 2011.

Tiffany Sheppar

Board President Crawford Farms Homeowners Association, Inc.

STATE OF TEXAS	§
	§
COUNTY OF TARRANT	ş

Before me, the undersigned authority, on this day personally appeared Tiffany Sheppard, Board President of Crawford Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1/2 day of 3/2HADER. 2011. TERA E. BELLEMARE lotary Public, State of Texas Notary/Public, State of Tex My Commission Expires May 05, 2015 BA [Notarial Seal] **Printed Name** My commission expires: May 5, 2015

Crawford Farms Homeowners Association, Inc. Resolution of the Board

WHEREAS, The Boards of Directors (the "Board") of Crawford Farms Homeowners Association (the "Association") has considered the current interest charges and collection charges applied in connection with collection of past due regular or special assessments; and

WHEREAS, the Board, under Section 3.9 of the Association's Declaration of Covenants, Conditions and Restrictions for the Crawford Farms HOA (the "Declaration"), has the right to charge a late charge, in an amount determined by the Board; and

WHEREAS, the Board wishes to encourage prompt payment of assessments.

IT IS, THEREFORE, RESOLVED by the Board that the following charges will be assessed on overdue payments of assessments, regular or special.

1. <u>Late Charges</u>. A late charge of \$25 will be added monthly to assessment amounts over 30 days past due in accordance with Section 3.9 of the Declaration. The Late Charges will not be applied for past due interest charges or collection charges.

IT IS FURTHER RESOLVED THAT THIS Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same on the <u>Mim</u> day of <u>November</u>, 2009, and has not been modified, rescinded or revoked.

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit Association ACCOUNTION, INC., a Texas non-profit Association Association Mame: Jeffery D. Ledever

Title: President

Crawford Farms Homeowners Association, Inc. Resolution of the Board

THE STATE OF TEXAS	ş	
COUNTY OF TARRANT	§ §	
This instrument was acknowledge 2009 by <u>leff-wy D. Ledere</u> Association, Inc., on behalf of said corpor	۷	me on the <u>19</u> day of <u>November</u> , , President of Crawford Farms Homeowners
		\sim \sim \sim

Notary Public In and For the State Of Texas

AFTER RECORDING RETURN TO:

Crawford Farms HOA 5751 Kroger Rd, Suite 193 Keller, TX 76244



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CRAWFORD FARMS HOA 5751 KROGER RD, STE 193 **KELLER, TX 76244**

Submitter: CRAWFORD FARMS HOA

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

3

Filed For Registration: 1/22/2010 12:53 PM Instrument #:

D210015595 OPR

PGS

\$20.00

Denlun Bv:

D210015595

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, the Board of Directors (the "Board") of Crawford Farms Homeowners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for Crawford Farms Development recorded as Instrument #: D2003259006 of the Real Property Records of Tarrant County, Texas on July 17, 2003, as amended from time to time (the "Declaration"), for enforcement of any rules and regulations (the "rules and regulations") and for the levying of fines against owners violating the Declaration and the rules and regulations.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration and the rules and regulations and for the elimination of violations of such provisions found to exist in, on and about the Lots within Crawford Farms Development and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within Vista West Development.

1. <u>Establishment of Violation</u>. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, By-Laws of the Association, Inc. (the "By-Laws") or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. <u>Report of Violation</u>. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

a. Identification of the nature and description of the Violation(s).

b. Identification by street address and legal description, if available, of the Lot on which the Violation exits.

c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

1

3. <u>Notice of Violation</u>. If the Violation is not corrected or eliminated when the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery <u>and</u> by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed, common area privileges will not be suspended and that no further action will be taken.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.

g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. <u>Final Notice of Violation</u>. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

5. <u>Request for a Hearing</u>. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request to a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed

in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. <u>Appeal</u>. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. <u>Correction of Violation</u>. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. <u>Referral to Legal Counsel</u>. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner and secured by the assessment lien of the Association described in the Declaration.

9. <u>Fines</u>. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within Crawford Farms Development which may include a progression of fines for repeat offenders.

b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration, the By-Laws or this Enforcement Policy.

c. Fines shall become the personal obligation of the Owner(s) and, if unpaid, shall constitute a lien against the violating Owner's Lot in favor of the Association.

d. The fine policy that will be enforced by the Board at this time will include a \$50 fine after expiration of the 30 day TROPA notice and \$50 every 30 days after until the violation is cured.

10. <u>Notices</u>. As stated in Section 3 and 4 above, before the Association levies a fine or suspends an Owner's right to enjoy the common areas and amenities, written notice will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested. Subject to this requirement all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is allowed to be directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative

or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. A resale certificate shall be given upon request which specifically references the violation. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

11. <u>Cure of Violation During Enforcement</u>. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines incurred prior to correction of the violation, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of Directors of the Association for collection.

12. <u>Definitions</u>. The definitions contained in the Declaration and By-Laws are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED THAT THIS Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same on the $\underline{\sqrt{2^{+n}}}$ day of $\underline{Noverwbev}$, 2009, and has not been modified, rescinded or revoked.

CRAWFORD FARMS HOMEOWNERS

ASSOCIATION, INC., a Texas non-profit Association Name:

Title: President

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19 day of November

§ § §

2009 by <u>lefteny D. Lederer</u>, President of Crawford Farms Homeowners

yt

Association, Inc., on behalf of said corporation.

Notary Public In and For the State Of Texas



AFTER RECORDING RETURN TO:

Crawford Farms HOA 5751 Kroger Road, Suite 193 Keller, TX 76244 SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CRAWFORD FARMS HOA 5751 KROGER RD, STE 193 KELLER, TX 76244

Submitter: CRAWFORD FARMS HOA

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration: Instrument #:

1/22/2010 12:53 PM D210015596 OPR 7

\$36.00

PGS

Dinker 9 Bv:

D210015596

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

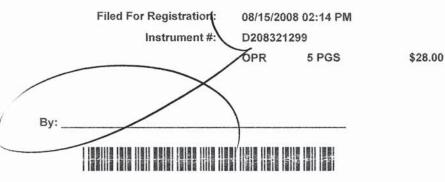
Prepared by: SLDAVES



PCMC INC DBA PREMIER COMMUNITIES MGMT INC 2711 N HASKELL AVE #2650 DALLAS TX 75204 Submitter: PCMC INC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D208321299

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CN

THIRD AMENDMENT TO THE AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAWFORD FARMS

This Third Amendment to the Restated Declaration of Covenant, Conditions and Restrictions for Crawford Farms ("Amendment") is executed as of $\frac{7/22}{}$, 2008, by HANOVER SERVICES GROUP, INC., a Texas corporation ("Declarant"),

WITNESSETH

WHEREAS, Crawford Partners No. 1, Ltd., in its then capacity as declarant, recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Crawford Farms dated as of July 15, 2003, in the Real Property Records of Tarrant County, Texas, as Instrument Number D203259006 (as amended and supplemented, the "Declaration"); and

WHEREAS, Hanover Services Group, Inc. has succeeded to the interests of Crawford Farms No. 1, Ltd. as Declarant under the Declaration; and

WHEREAS, the Conversion Date (as defined in the Declaration) has not yet occurred; and

WHEREAS, Declarant desires to amend the Declaration pursuant to its authority to do so under Section 8.2 of the Declaration,

AMENDMENTS

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. <u>Section 3.7(a)</u> of the Declaration is hereby amended and restated to read as follows:

"(a) Lots Owned by Class A Members. From and after the date the Association is formed, each Lot owned by a Class A Member shall be subject to an annual assessment of \$396.00 for the purpose of creating a fund to be designated and known as the "Maintenance Fund". The assessment for a particular Lot for the calendar year in which the Association is created shall be prorated for such calendar year for the period commencing with the formation of the Association and ending on December 31 of such calendar years and whether such assessment will be paid monthly, quarterly or annually will be determined annually by the Board not later than December 1 of each year. Such rate may be adjusted from year to year by the Board as

the needs of the Association may, in the judgment of the Board, require, and as reflected in annual operating and capital improvements budgets adopted by the Board. The increase in assessment may be up to but not exceed 10% of the current assessment. Additionally, assessment increases may not be imposed more than once per calendar year without approval of the Class A members. Such increase may only occur at an emergency meeting called expressly for the purpose of increasing the assessment. The assessment for each Lot owned by a Class A Member shall be uniform. However, notwithstanding anything in this Section to the contrary, during such time any Duplex Lot is owned by Pulte, the annual assessment levied against such Duplex Lot for the Maintenance Fund shall not exceed \$30.00 per month. Notwithstanding anything contained in this Declaration to the contrary, the provision of the immediately preceding sentence may not be amended without the prior written consent of Pulte."

2. <u>Section 4.9</u> of the Declaration is supplemented by the addition of the following sentence to the end of the current provision.

"Pet owners are to immediately retrieve any animal waste during walks or outings or anytime the animal is not within the owner's property. Failure to do so may result in fines outlined in Section 8.2.

3. <u>Section 4.11</u> of the Declaration is restated in its entirety as follows:

"Section 4.11. Landscaping. All landscaping shall be with live plants, trees and shrubs. A landscape plan shall be submitted for review and approval of the ACC for each Lot. If the ACC has approved a standard plan of a builder, plans for specific Lots which are in substantial conformity with the standard plan need not be resubmitted for approval. At a minimum, the landscaping for each Lot shall consist of a fully sodded front yard and a fully grassed side yard on the street side of each Lot and the planting of two (2) trees with a minimum of three inch (3") caliper, of which at least one (1) must be in the front yard (between the building set back line and the sidewalk) of each 60' Lot, 70' Lot and 75' Lot. Each 55' Lot and each Duplex Lot shall have one (1) tree with a minimum of a three inch (3") caliper, in the front yard. Landscaping shall be in place within thirty (30) days after the main residence is occupied."

4. <u>Section 6.2 of the Declaration is amended to read as follows:</u>

"Section 6.2. <u>Annexation by Action of Members</u>. At anytime after the Conversion Date, 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 the Owners constituting at least two-thirds (2/3) of the outstanding votes of a quorum of the Members of the Association. Such annexation shall be evidenced by a Declaration of Annexation as described in <u>Section 6.1</u> above executed by the owners of the property to be annexed and by or on behalf of the requisite number of Owners.

5. <u>Section 8.2</u> of the Declaration is amended to read as follows:

"Section 8.2. <u>Amendments</u>. Prior to the Conversion Date, this Declaration may be amended by (i) the Declarant without the consent or approval of the Association or any of its Members or (ii) the affirmative vote of Owners constituting at least seventy- five percent (75%) of the outstanding votes of the Class A Members of the Association with the written approval of the Declarant. After the Conversion Date, this Declaration may be amended by the affirmative vote of Owners constituting at least the holders of a majority of the votes entitled to be cast by Members at a meeting at which a quorum is present in person or by proxy, unless a greater number is required by law, the Articles of Incorporation, the Bylaws, or this Declaration."

All other covenants, restrictions, easements, conditions, stipulations, reservations and other terms and provisions which have not been changed hereby, either expressly or by necessary implication, shall remain in full force and effect.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Amendment to the Declaration is hereby executed by Declarant pursuant to the authority conferred by Section 8.2 of the Declaration.

DECLARANT:

HANOVER SERVICES GROUP, INC. a Texas corporation

By: Name: LIACTER Title: EXECUTIVE VICE ESIDEN1

STATE OF TEXAS § SCOUNTY OF DALLAS §

This instrument was acknowledged before me on this $\frac{32^{n}}{day}$ of $\frac{1000}{day}$, 2008, by <u>Walter Damen</u>, <u>Exel. V. President</u> of Hanover Services Group, Inc., on behalf of said corporation.

SANDI R. PUSTEJOVSKY Notary Public, State of Texas Notary Public in and for the State of Texas Commission Ex

AFTER RECORDING RETURN TO:

PCMC,INC DBA PREMIER COMMUNITIES MGMT CO. Attn:2711 N. Hoskell Ave., Suite 2650 Dollos, TX 75204 After recording return to:

Robert J. Banta LOCKE LIDDELL & SAPP LLP 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201 FILED TARRAH / COUNTY TEXAS

2005 SEP -1 AMII: 25

SUZIANSE RENDERSON COUNTY CLERK

SECOND AMENDMENT TO AMENDED&ND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CRAWFORD FARMS

STATE OF TEXAS

COUNTY OF TARRANT

This SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CRAWFORD FARMS ("Second Amendment") is made effective as of the <u>30</u> day of <u>lunguar</u>, 2005 by HANOVER SERVICES GROUP, INC., a Texas corporation ("Declarant")

<u>WITNESSETH</u>

WHEREAS, Crawford Partners No. 1, Ltd., in its capacity as Declarant, recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crawford Farms dated as of July 15, 2003, in the Public Real Estate Records of Tarrant County, Texas as Instrument Number D203259006 (as amended and supplemented, the "Declaration"); and

WHEREAS, Hanover Services Group, Inc. has succeeded to the interests of Crawford Farms No. 1, Ltd. as Declarant under the Declaration; and

WHEREAS, the Conversion Date (as defined in the Declaration) has not yet occurred; and

WHEREAS, Declarant desires to amend the Declaration pursuant to its authority to do so under Section 8.2 of the Declaration.

NOW THEREFORE, Declarant hereby adopts the following amendment to the Declaration:

1. <u>AMENDMENT</u>. Sections 3.9 and 3.10 are hereby amended and restated in a single Section 3.9 to read in its entirety as follows:

"Section 3.9. <u>Lien for Assessments</u>. The Declarant does hereby establish, reserve, create and subject each Lot to a perfected

contractual lien in favor of the Association to secure payment of delinquent assessments owed on account of such Lot, as well as interest (subject to the limitations of Texas law) and costs of collection (including attorney's fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in accordance with Texas law.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Chapter 51 of the Texas Property Code (the "Foreclosure Statute"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any person, including but not limited to Declarant, the Association and any Owner, shall have the right to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any assessments thereafter becoming due. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the mortgagee holding a first mortgage of record

Page 2

or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the mortgage, it shall not be personally liable for the share of the assessments by the Association chargeable to such Lot which became due prior to such acquisition of title."

2. <u>RATIFICATION</u>. Except as provided in this First Amendment, the Declaration shall continue in full force and effect in accordance with its terms.

3. <u>DEFINED TERMS</u>. Terms defined in the Declaration shall have the same meaning when used in this Amendment.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXECUTED to be effective as of the date first set forth above.

\$ \$ \$ \$

DECLARANT:

HANOVER SERVICES GROUP, INC., a Texas corporation By: Name: U. Title:

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this <u>30</u> day of <u>(ugust</u>, 2005, by <u>(Uattur Samon, President</u>) of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation.

Notary Public for the State of Texas



Printed Name: <u>MARY</u> <u>MCONALO</u> My Commission Expires:____



WALTER DAMON 5950 BERKSHIRE LANE

DALLAS TX 75225

Submitter: WALTER DAMON

SUZANNE HENDERSON **TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD** FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/01/2005 11:25 AM Instrument #:

By:

D205260399 OPR 6 PGS

\$32.00

D205260399

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

CRAWFORD

After recording return to: Robert J. Banta LOCKE LIDDELL & SAPP LLP 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201

FILED TARRANT COUNTY TEXAS

2005 SEP -1 AM 11:25

DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF TARRANT

§ §

Ş

This DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("First Amendment") is made this 29 day of <u>current</u>, 2005 by HANOVER SERVICES GROUP, INC., a, a Texas corporation ("Declarant") and CRAWFORD PARTNERS NO. 4, LTD., a Texas limited partnership ("Crawford No. 4").

<u>WITNESSETH</u>

WHEREAS, that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated July 15, 2003, recorded in the Real Property Records of Tarrant County, Texas on July 17, 2003 as Instrument No. D203259006 (the "Declaration"), by and among Crawford Partners No. 1, Ltd. as declarant and other Owners of the Property (as defined in the Declaration) adopt, establish and impose upon the Property and declare that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in the Declaration;

WHEREAS, Declarant succeeded to all of the right, title, interest, powers and privileges of Crawford Partners No. 1, Ltd. in its capacity as declarant under the Declaration as evidenced by that certain Acknowledgment and Assumption dated January 18, 2005 to be effective as of December 19, 2003;

WHEREAS, Crawford No. 4 is the owner of certain property adjacent to the Property, being more particularly described on Exhibit A attached hereto and made a part hereof ("Phase IV");

WHEREAS, the Conversion Date (as defined in the Declaration) has not yet occurred; and

WHEREAS, Declarant and Crawford No. 4 desire to subject Phase IV to all of the covenants, conditions, and restrictions set forth in the Declaration in order to establish a uniform plan for the development, improvement and sale of Lots in the Property and Phase IV, and to

insure the preservation of such uniform plan for the benefit of Declarant, Crawford No. 4 and all current and future Owners.

NOW THEREFORE, pursuant to <u>Section 6.1</u> of the Declaration, Declarant does hereby annex Phase IV to the Property covered by the Declaration to be subject to the terms thereof as if originally included as part of the Property. Declarant and Crawford No. 4 hereby declare that all of Phase IV shall be held, sold, used and conveyed subject to the covenants, conditions, and restrictions set forth in the Declaration, and further Declarant and Crawford No. 4, for and on behalf of their respective heirs, executors, administrators, successors and assigns, hereby adopt, establish and impose upon Phase IV, and declare the Declaration applicable thereto, which is for the purposes of enhancing and protecting the value, desirability and attractiveness of Phase IV, and which shall run with Phase IV and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. From and after the date hereof, the term Property shall include Phase IV.

Pursuant to <u>Section 8.2</u> of the Declaration, Declarant further adopts the following amendments to the Declaration:

1. <u>Definition of Single Family Residential Land</u>. The definition of "Single Family Residential Land" set forth in <u>Section 1.28</u> of the Declaration is hereby amended to include Phase IV.

2. <u>Walls, Fences and Hedges</u>. <u>Section 4.10</u> of the Declaration is hereby amended to provide that a six foot (6') wood fence shall be constructed and maintained by the Owners of the Lots in Phase IV in accordance with the specification attached to the Declaration as <u>Exhibit F</u> as shown on the Interior Screening Plan for Phase IV attached hereto as <u>Exhibit B</u>.

3. <u>Garages and Driveways</u>. <u>Section 4.16</u> of the Declaration is hereby amended to provide that residences on Lots in Phase IV shall have either a front or side entry driveway.

4. <u>Ratification</u>. Except as provided in this First Amendment, the Declaration shall continue in full force and effect in accordance with its terms.

5. <u>Defined Terms</u>. Terms defined in the Declaration shall have the same meaning when used in this Amendment.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the 29 day of _____ 2005.

DECLARANT:

HANOVER SERVICES GROUP, INC., a Texas corporation

By: Name: *alacter* Title: PRIST

CRAWFORD NO. 4:

CRAWFORD PARTNERS NO. 4, LTD., a Texas limited partnership

- By: CRAWFORD-GP PARTNERS, LTD., a Texas limited partnership its general partner
 - By: HANOVER SERVICES GROUP, INC., a Texas corporation, its general partner

By: Name: WAC Title:

EXHIBIT A – Description of Phase IV EXHIBIT B – Interior Screening Plan

DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DALLAS: 040485.73822: 1346056v1

SIGNATURE PAGE

STATE OF TEXAS § § § COUNTY OF DALLAS

This instrument was acknowledged before me this 29th day of 2005, by Walter Damon. Masiciant" of Hanover Services Group, Inc., a Texas corporation, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Notary Public for the State of Texas

Printed Name: <u>MPAY</u> MCDONAO My Commission Expires:

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 29 day of by <u>Malter Mmon</u>, <u>Resident</u> of F 2005, by Walter Minon of Hanover Group, Inc., a Texas corporation, on behalf of said corporation, acting in its capacity as general partner of Crawford-GP Partners, Ltd., a Texas limited partnership, acting in its capacity as general partner of Crawford Partners No. 4, Ltd., a Texas limited partnership, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

§

§



Notary Public for the State of Texas

Printed Name: <u>MARY</u> <u>MCDONALD</u> My Commission Expires:

SIGNATURE PAGE

JOINDER BY LIENHOLDER

The undersigned, Texas State Bank ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement and Assignment of Rents, Leases, Incomes and Agreements dated as of January 20, 2005, from Crawford Partners No. 4, Ltd. to William C. Murphy, Trustee recorded <u>JANUARY 27</u>, 2005, in the Real Property Records of Tarrant County, Texas as Instrument No. <u>D205027111</u>, covering and affecting Phase IV (the "Phase IV Deed of Trust"), hereby joins in the execution of this Declaration of Annexation and First Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions ("First Amendment") for the purpose of evidencing Lender's consent to this First Amendment.

Dated: _____, 2005.

TEXAS STATE BANK

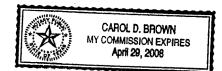
Sunole Name: WAYNER. REYNOLOS Title: Senior Vice President

STATE OF TEXAS

COUNTY OF DALLAS

<u>War</u> bank. (This inst	rument v	was ack	nowledged	before me	this <u>Ath</u> day of Texas	y of <u><u></u> State Bank,</u>	on behal	2005 by f of said
-		()							

§ § §



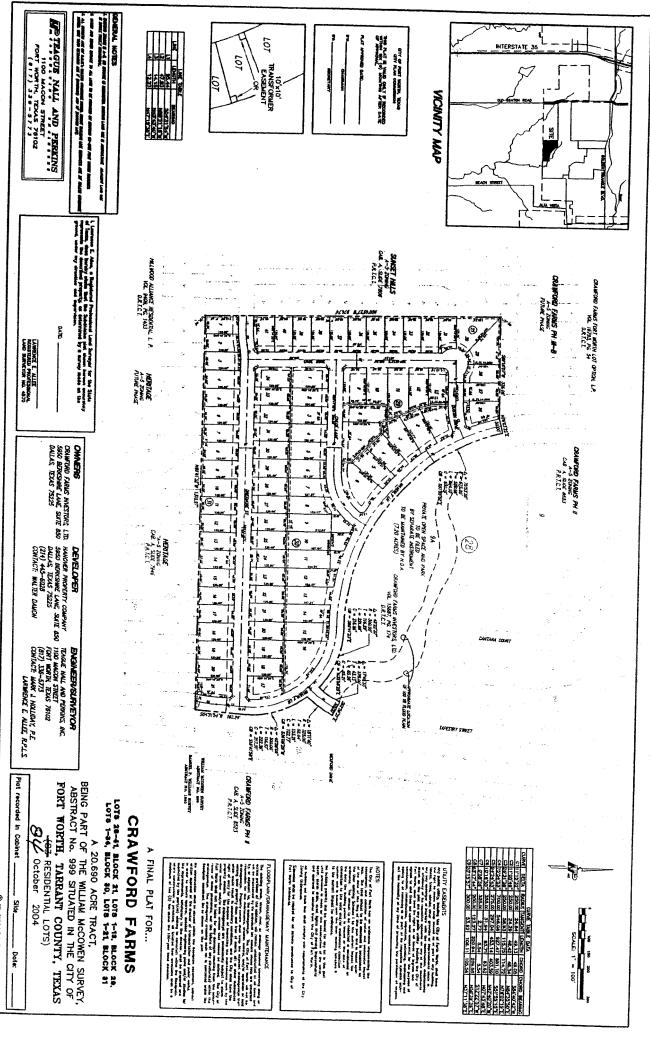
otary Public for the State of Texas

Printed Name: My Commission Expires:

DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DALLAS: 040485.73822: 1346056v1

SIGNATURE PAGE

EXHIBIT A Junge 1



FIELD NOTES

1

Being a 20.69 acre tract of land, situated in the William McCowen Survey, Abstract No. 999, Tarrant County, Texas, being a part of the remainder of a called 128.59 acre tract of land conveyed to Crawford Farms Investors, Ltd., as described by deed recorded in Volume 15887, Page 174, Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at 5/8 inch iron rod with a plastic cap stamped "TNP" found at the southwest corner of Lot 1, Block 21, Crawford Farms Addition as shown by plat recorded in Cabinet A, Slide 8523, Plat Records of Tarrant County, Texas, same being the north line of Heritage Addition as shown by plat recorded in Cabinet A, Slide 7946, Plat Records of Tarrant County, Texas, and also being the southeast corner of said Crawford Farms Investors tract;

Thence North 89°41'32" West, along the north line of said Heritage Addition, same being the south line of said Crawford Farms Investors tract, a distance of 1310.97 feet to a 1/2 inch iron rod found at the southeast corner of Lot 1, Block 3, Sunset Hill Addition as shown on plat recorded in Cabinet A, Slide 7806, Plat Records of Tarrant County, Texas:

Thence North 00°45'27" West, along the east line of said Sunset Hill Addition, same being the west line of said Crawford Farms Investors tract, a distance of 974.74 feet to a 1/2 inch iron rod found at the northeast corner of Lot 24, Block 2, of said Sunset Hill Addition:

Thence departing said east line of Sunset Hill Addition, over and across said Crawford Farms Investors tract, the following courses and distances:

North 89°18'07" East, a distance of 336.06 feet to a point for corner;

North 76°03'22" East, a distance of 50.00 feet to the beginning of a curve to the left, having a radius of 675.00 feet, a central angle of 75°56'00", a chord bearing of South 51°54'40" East, with a distance of 830.53 feet;

Along said curve, an arc length of 894.58 feet to a point at the beginning of a curve to the right, having a radius of 300.00 feet, a central angle of 42°22'37", a chord bearing of South 68°41'23" East, with a distance of 216.86 feet;

Along said curve, an arc length of 221.88 feet to a point at the beginning of a curve to the left, having a radius of 275.00 feet, a central angle of 17°49'33", a chord bearing of North 35°58'25" East, with a distance of 85.21 feet;

Along said curve, an arc length of 85.56 feet to a point for corner;

South 62°56'21" East, a distance of 50.00 feet to a point at the beginning of a curve

C:\Documents and Settings\Sandi\Local Settings\Temporary Internet Files\OLK1C9\fieldnotes_ph-4-residental.doc 12/14/2004 Page 1 of 2

EXITIBIT A page 2

to the right, having a radius of 325.00 feet, a central angle of 18°11'40", a chord bearing of South 36°09'29" West, with a distance of 102.77 feet;

Along said curve, an arc length of 103.21 feet to a point at the beginning of a curve to the right, having a radius of 300.00 feet, a central angle of 42°28'05", a chord bearing of South 16°41'59" East, with a distance of 217.31 feet;

Along said curve, an arc length of 222.36 feet to a point for corner;

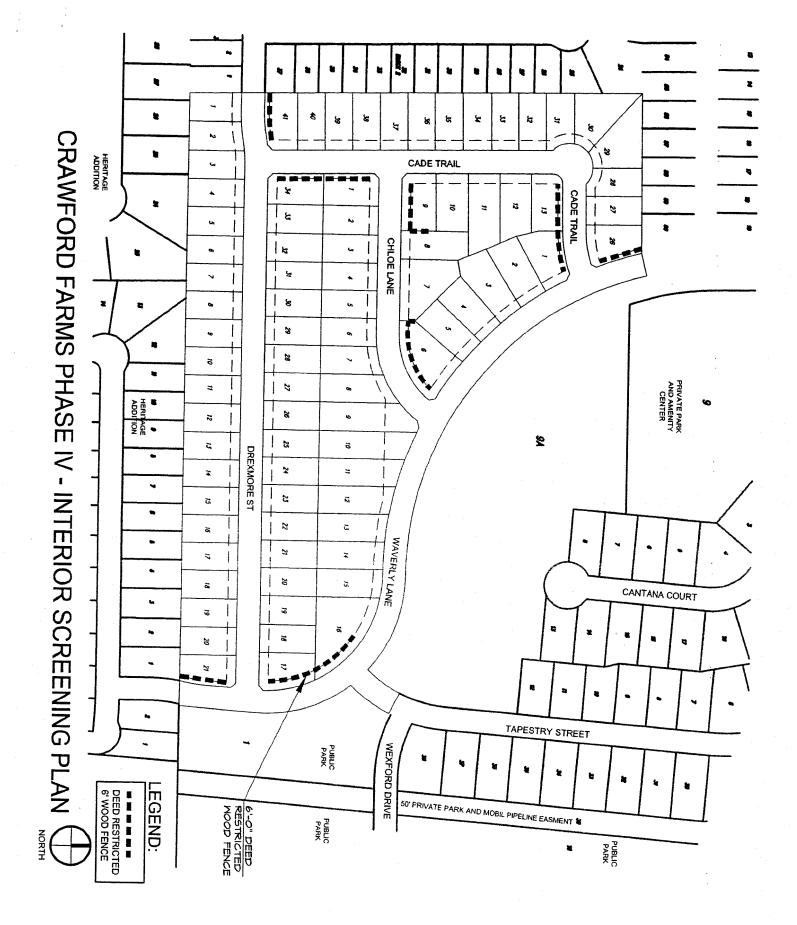
South 04°31'54" West, a distance of 162.29 feet to the **Place of Beginning**, and containing 20.69 acres of land, more or less.

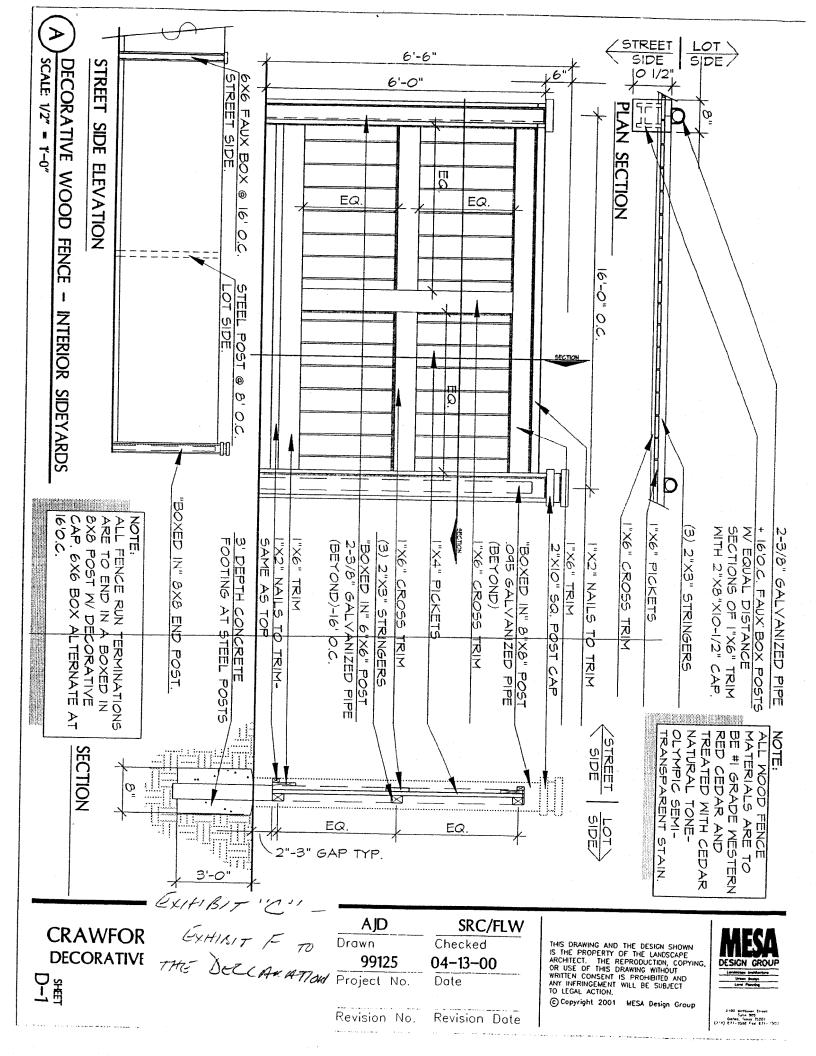
Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83), as determined by GPS.

This document is preliminary and shall not be recorded for any purpose.

C:\Documents and Settings\Sandi\Local Settings\Temporary Internet Files\OLK1C9\fieldnotes_ph-4-residental.doc 12/14/2004 Page 2 of 2

EXMIBIT A page 3







WALTER DAMON **5950 BERKSHIRE LANE**

DALLAS TX 75225

Submitter: WALTER DAMON

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE **100 WEST WEATHERFORD** FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

13 PGS

Filed For Registration: 09/01/2005 11:25 AM Instrument #: D205260398 OPR

\$60.00

D205260398

By:

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

TARRANT COUNTY TEXAS 2005 SEP - 1 AM 11: 25 CUEAN IN TOURSON COUNTY CLERK BY__

ACKNOWLEDGEMENT AND ASSUMPTION

HANOVER SERVICES GROUP, INC., a Texas corporation ("HSG"), being the sole general partner of CRAWFORD PARTNERS NO. 1, LTD, a Texas limited partnership ("Crawford No. 1") which has been dissolved has succeeded to all of the right, title, interest, powers and privileges of Crawford No. 1, in its capacity as Declarant under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crawford Farms dated effective as of July 15, 2003 and recorded in the Real Property Records of Tarrant County, Texas on July 17, 2003 as Instrument No. D203259006 (the "Declaration). HSG has executed this instrument to acknowledge its assumption of and agreement to perform and discharge all of the duties of Declarant under the Declaration.

Dated this 14th day of January, 2005 to be effective as of December 19, 2003.

HANOVER SERVICES GROUP, INC., a
Texas corporation,
By: Welt Eller
Name: MARTER DAMON
Title: PRETAENT
1elt- alum
STATE OF TEXAS §
TARRAN I S COUNTY OF DALLAS S
151
This instrument was acknowledged before me this day of the services Group, Inc., a
Texas corporation, on behalf of said corporation.
Lellon Torwoll
WHE HAR W
Notary Public in and for
Notary Public in and for
The of Texas My Commission Expires: <u>3-14-08</u>
The of G
My Commission Expires: 3-7.9-08

فيجرج وجرعته



WALTER DAMON 5950 BERKSHIRE LANE

DALLAS TX 75225

Submitter: WALTER DAMON

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: Instrument #:

By:

09/01/2005 11:25 AM D205260397 OPR 3 PGS

\$20.00

D205260397

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED ARRANT COUNTY TEXAS

2003 JUL 17 PM 2: 43

SUZAHNE HENDERSON COUNTY CLERK

BY____

AMENDED AND RESTATED

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CRAWFORD FARMS

9

After recording return to:

Robert J. Banta Locke Liddell & Sapp LLP 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201 040485:73822 : DALLAS : 1166254.4

ARTICLE I

	DEFINITIO	NS	2
ART	ICLE II		2
	,	IONS, EASEMENTS AND DEDICATIONS	
	Section 2.1.	Recorded Plats	4
,	Section 2.2.	Recorded Plats	4
	Section 2.3.	Easements	4
	Section 2.4.	Declarant's Easement of Correct Drainage Easement for Unintentional Encroachment	5
	Section 2.5.	Temporary Completion Encroachment	5
	Section 2.6.	Temporary Completion Easement	5
۸ D T	ICLE III	Owners' Easement of Enjoyment	5
AKI			
	CRAWFURI	D FARMS HOMEOWNERS ASSOCIATION	6
	Section 5.1.	Forming a Homeowners Association	6
	Section 3.2.	Membership in the Association	(
	Section 3.3.	voling Rights	6
	Section 3.4.	Board of Directors	. 7
	Section 3.5.	By-Laws	0
	Section 3.6.	runding of Association Expenses	0
	Section 3.7.	Annual Assessments.	0
	Section 3.8.	Special Assessments	10
	Section 3.9.	Effect of Nonpayment of Assessments; Remedies of the	
	Assoc	lation	
	Section 3.10.	Subordinated Lien to Secure Payment	
	Section 3.11.	Declarant Liable for Association Deficits.	
ARTI	CLE IV		
	USE RESTRI	ICTIONS	
	Section 4.1.	Residential Construction.	
	Section 4.2.	Minimum Square Footage Within Improvements	
	Section 4.3.	Sidewalks	
	Section 4.4.	Location of the Improvements upon the Lot.	
	Section 4.5.	Prohibition of Offensive Activities	
	Section 4.6.	Use of Temporary Structures	
	Section 4.7.	Storage of Automobiles, Boats, Trailers and Other Vehicles	
•	Section 4.8.	Mineral Operations	13
	Section 4.9.	Animal Husbandry	
	Section 4.10.	Walls, Fences and Hedges.	13
	Section 4.11.	Landscaping	13
	Section 4.12.	Visual Obstruction at the Intersections of Public Streets.	14
	Section 4.13.	Lot Maintenance	14
	Section 4.14.	Signs Advertisements and Billhoarda	14
	Section 4.15.	Signs, Advertisements and Billboards	15
		Antennas	15
	Section 4.17.		16
		Parking	16
	Section 4.19.	EPA Compliance.	16

÷.,

i

Section 4.20.	Exterior Storage	16
Section 4.21.	Structured Wiring	10
Section 4.22.	Decorative Street Signs	17
Section 4.23.	Lot 36A, Block 3	
ARTICLE V		••••••
	URAL CONTROL COMMITTEE	17
Section 5.1.	Appointment	1 /
Section 5.2.	Authority.	17
Section 5.3.	Procedure for Approval	·····1/
Section 5.4.	Standards	10
Section 5.5.	Variances	19
Section 5.6.	Liability of Declarant and Committee	19
ARTICLE VI		
)N	
Section 6.1.	N	20
Section 6.2.	Annexation by Declarant	20
Section 6.3.	Annexation by Action of Members.	20
	No Duty to Annex	20
ARTICLE VII		
INSURANCE	; REPAIR AND RESTORATION	20
Section 7.1.	Insurance	20
Section 7.2.	Insurance Proceeds	22
Section 7.3.	Insufficient Proceeds	
Section 7.4.	Destruction of Improvements on Individual Lots	22
ARTICLE VIII	· .	
GENERAL PI	ROVISIONS	22
Section 8.1.	Term	22
Section 8.2.	Amendments	23
Section 8.3.	Other Jurisdictional Authority	
Section 8.4.	Remedies	
Section 8.5.	Rights and Obligations	
Section 8.6.	Captions	24
Section 8.7.	Unenforceability of Any Provision	
Section 8.8.	Governing Law	24
Section 8.9.	Texas Residential Property Owners Protection Act	25
Section 8.10.	Original Declaration.	

ų,

ii

SCHEDULE OF EXHIBITS

Exhibit A - Exhibit B -		Phase I Phase II
Exhibit C -		Phase III
Exhibit D -	•	Duplex Land
Exhibit E -		Specifications for 8 Foot Econo Wood Fence
Exhibit F -		Specifications for 6 Foot Decorative Wood Fence
Exhibit G-1 -		Interior Screening Plan for Phase I
Exhibit G-2 -		Interior Screening Plan for Phase II
Exhibit G-3 -		Interior Screening Plan for Phase III
Exhibit H -		Specifications for Decorative Metal Fence
Exhibit I-1 -		Column and Gate Layout for Phase I
Exhibit I-2 -		Column and Gate Layout for Phase II
Exhibit I-3 -		Column and Gate Layout for Phase III

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAWFORD FARMS

ş ş ş

THE STATE OF TEXAS

COUNTY OF TARRANT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made on the date hereinafter set forth by CRAWFORD PARTNERS NO. 1, LTD., a Texas limited partnership ("Declarant"), CRAWFORD PARTNERS NO. 2, LTD., a Texas limited partnership ("Crawford No. 2"), CRAWFORD FARMS – FORT WORTH LOT OPTION, L.P., a Texas limited partnership ("CFFWLO") and PULTE HOMES OF TEXAS, L.P., a Texas limited partnership ("Pulte").

RECITALS:

A. Declarant, as the owner of certain real property in Fort Worth, Tarrant County, Texas, being more particularly described on <u>Exhibit A</u> attached hereto, developed a single family residential subdivision on such real property known as CRAWFORD FARMS, PHASE ONE, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded on May 17, 2001 in Cabinet A, Slide 6662 of the Plat or Map Records of Tarrant County, Texas ("Phase I").

B. Crawford No. 2 is the owner of certain real property described on <u>Exhibit B</u> attached hereto ("Phase II").

C. CFFWLO is the owner of certain real property described on <u>Exhibit C</u> attached hereto ("Phase III").

D. Pulte is the owner of certain real property described on <u>Exhibit D</u> attached hereto (the "Duplex Land").

E. Declarant has recorded certain covenants, conditions and restrictions affecting Phase I pursuant to that certain Declaration of Covenants, Conditions and Restrictions recorded on May 11, 2000, in Volume 14337, Page 0113.001-034 of the Public Real Estate Records of Tarrant County, Texas, as the same has been amended by (i) that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Crawford Farms recorded May 23, 2001, in Volume 14902, Pages 0145.001-013 of the Public Real Estate Records of Tarrant County, Texas, (ii) that certain Declaration of Annexation and Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded May 30, 2003, in Volume 16760, Pages 0312.001-018 of the Public Real Estate Records of Tarrant County, Texas, pursuant to which, among other matters, Phase II was annexed to the Property subject to the Declaration of Covenants, Conditions and Restrictions recorded June 9, 2003, in the Public Real Estate Records of Tarrant County, Texas as Instrument No. D203204087, pursuant to which, among other matters, Phase III was annexed to the Declaration (said Declaration of Covenants, Conditions and Restrictions, as so amended, herein called the "Original Declaration").

F. The parties hereto as the owners of the Property (hereinafter defined) desire to create thereon a residential community with residential lots, open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls and other common improvements for the benefit of the entire community.

G. The parties hereto desire to annex the Duplex Land to the Property subject to the Declaration and to amend and restate, in its entirety, the Original Declaration.

AGREEMENTS:

NOW, THEREFORE, the parties hereto hereby adopt, establish and impose upon the Property and declare that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, stipulations and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and all of which shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest therein or any part thereof.

ARTICLE I DEFINITIONS

Section 1.1. "55' Lot" shall mean a Single Family Lot approximately 55 feet wide and 115 feet deep.

Section 1.2. "60' Lot" shall mean a Single Family Lot approximately 60 feet wide of varying depth.

Section 1.3. "70' Lot" shall mean a Single Family Lot approximately 70 feet wide and 120 feet deep.

Section 1.4. "75' Lot" shall mean a Single Family Lot approximately 75 feet wide and 140 feet deep.

Section 1.5. "Association" shall mean and refer to the Crawford Farms Homeowners Association, Inc., a Texas not-for-profit corporation, established for the purposes set forth in this Declaration, and its successors and assigns.

Section 1.6. "ACC" shall mean the Architectural Control Committee organized pursuant to Article V of this Declaration.

Section 1.7. "Board" shall mean the Board of Directors of the Association.

Section 1.8. "City" shall mean the City of Fort Worth, Tarrant County, Texas.

Section 1.9. "Common Areas" shall mean any areas of land designated as "Common Area" on any Plat together with any and all improvements situated thereon and all such other

land and improvements as the Association may, at any time and from time to time, acquire by purchase, dedication or otherwise, subject however to the easements, limitations, restrictions, dedications, and reservations applicable thereto pursuant to this Declaration, any Plat or prior grants or dedications by Declarant or the City.

Section 1.10. "Common Maintenance Areas" shall mean the Common Areas and such entrance features and monuments, drainage facilities, detention ponds, median and right-of-way landscaping and other areas, improvements or facilities lying within or adjacent to private easement areas or dedicated public easements or rights-of-way, whether on property owned by the Association or by others, as the Board from time to time shall elect to maintain for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Members, including, without limitation, the Private Parks.

Section 1.11. "Conversion Date" shall have the meaning given to such term in Section 3.3(b) of this Declaration.

Section 1.12. "Declarant" shall mean and refer to CRAWFORD PARTNERS NO. 1, LTD., a Texas limited partnership and its successors and assigns to whom the rights and powers reserved herein to Declarant are expressly conveyed or assigned in writing and who consent in writing to assume such rights and powers.

Section 1.13. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as the same may be amended, restated and/or supplemented from time to time.

Section 1.14. "Duplex" shall mean a single residential structure comprised of two (2) single family residential dwelling units, which are joined on one or more sides by a party wall or abutting wall.

Section 1.15. "Duplex Lot" shall mean any lot, plot, parcel or tract of land shown on any Plat to the extent such lot, plot, parcel or tract is in the Duplex Land and is or will be improved with a Duplex Unit in conformity with building restrictions contained in this Declaration and imposed by applicable law.

Section 1.16. "Duplex Unit" shall mean one single family residential dwelling unit, being one side of a Duplex.

Section 1.17. "Lot" shall mean any Duplex Lot or any Single Family Lot.

Section 1.18. "Maintenance Fund" shall have the meaning given to such term in Section 3.7(a) of this Declaration.

Section 1.19. "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

Section 1.20. "One Story Lots" shall mean the following Single Family Lots: Lots 40 and 41, Block 1 and Lots 14 and 15, Block 3.

Section 1.21. "Open Space Lots" shall mean the following Single Family Lots: Lot 5, Block 1; Lots 18 through 35 and Lots 37 through 45, Block 3; Lots 1 through 7 and Lots 9 through 21, Block 8; Lot 12, Block 9; Lot 15, Lots 24, 25 and 26 and Lots 28 through 38, Block 10; Lots 1 through 9, Lot 11 and Lots 29 through 35, Block 25; Lots 1, 2, 3, 4 and 5, Block 30; Lots 1, 2, 3 and 35, Block 31.

Section 1.22. "Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 1.23. "Perimeter Lots" shall mean the following Single Family Lots: Lots 33 through 49, Block 1; Lots 1, 6 and 7 and Lots 12 through 18, Block 3; and Lots in Phase III the rear lot line of which abut Old Denton Road.

Section 1.24. "Plat" shall mean a subdivision plat or plats of any portion of the Property now or hereafter filed for record in the Map or Plat Records of Tarrant County, Texas, as such plat or plats may be amended from time to time.

Section 1.25. "Private Parks" shall mean the following Lots located in the Single Family Residential Land: Lot 1, Block 4; Lot 46, Block 3; Lot 13, Block 9, the Mobil Pipeline Easement consisting of Lot 8, Block 8, Lot 36, Block 3 and Lot 36A, Block 3; Lot 1, Block 11; Lot 9, Block 19; Lot 39, Block 10; and Lot 1x, Block 30.

Section 1.26. "Property" shall mean collectively Phase I, Phase II, Phase III and the Duplex Land.

Section 1.27. "Single Family Lot" shall mean any lot, plot, parcel or tract of land shown on any Plat to the extent such lot, plot, parcel or tract is in the Single Family Residential Land and is or will be improved with a detached single family residential dwelling unit in conformity with building restrictions contained in this Declaration and imposed by applicable law.

Section 1.28. "Single Family Residential Land" shall mean any portion of Phase I, Phase II or Phase III.

ARTICLE II

RESERVATIONS, EASEMENTS AND DEDICATIONS

Section 2.1. <u>Recorded Plats</u>. All dedications, limitations, restrictions and reservations shown on any Plat now or hereafter filed for record are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or conveyance conveying any portion of the Property or any Lot included within such Plat, whether specifically referred to therein or not.

Section 2.2. <u>Easements</u>. Easements and rights-of-way may be reserved on any Plat now or hereafter filed for record for the purposes of constructing, maintaining and repairing a system or systems of streets, alleys, electric light, electric power, gas, telegraph, telephone, water distribution, sewers, cable television, garbage collection or any other utility which the developer of any portion of the Property included within such Plat sees fit to install in, across and/or under the Property. Conveyance of any portion of the Property or any Lot included within such Plat, by contract, deed or otherwise, shall be subject to all such easements. Subject to obtaining any consent or approval required by the City, Declarant, for the benefit of itself or its successors and assigns, reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing such improvements. No structure, plant or material shall be placed or permitted in any easement area which may damage or interfere with installation or maintenance of any of the foregoing utilities, including, without limitation, any structure, plant or material which may hinder or change the direction or flow of drainage channels or slopes in any easement for stormwater retention, a detention pond and/or a conservation area. The Owner of each Lot shall mow grass and weeds and keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees, flowers or any other improvements on the land covered by such easements.

Section 2.3. <u>Declarant's Easement of Correct Drainage</u>. Declarant hereby reserves a blanket easement to remain in effect at all times prior to the Conversion Date on, over and under the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of heath, safety and appearance, and prior to the Conversion Date, the Declarant shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 2.4. <u>Easement for Unintentional Encroachment</u>. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structures upon the Common Areas caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

Section 2.5. <u>Temporary Completion Easement</u>. Each Lot shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of such Lot as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon adjacent Lots, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed (i) to the first Owner of a Single Family Lot who acquires the Lot for the purpose of constructing and occupying a single family residence on the Lot, or (ii) as to any Duplex Lot, to the first Owner of a Duplex Lot who acquires the Lot for the purpose of constructing and occupying a single family residence on the Lot, or (ii) as

Section 2.6. <u>Owners' Easement of Enjoyment</u>. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

<u>.</u>

7

(a) the right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Members of the Association;

(b) the right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association.

The easements described in this <u>Section 2.6</u> are easements appurtenant to and running with the land which shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns.

ARTICLE III

CRAWFORD FARMS HOMEOWNERS ASSOCIATION

Section 3.1. Forming a Homeowners Association.

(a) The establishment of the Association shall be accomplished by the filing of Articles of Incorporation for the Association with the Secretary of State of Texas and the subsequent issuance by the Secretary of State of a Certificate of Incorporation for the Association.

(b) The Declarant shall have no responsibility or liability for (i) the management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Property or (iii) except as otherwise provided in <u>Section 3.11</u>, any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Property or the duties and obligations of the Association pursuant to this Declaration.

Section 3.2. <u>Membership in the Association</u>. The Declarant and every other Owner of a Lot, including any successive buyer(s), shall become automatically and mandatorily a Member of the Association; provided, after the Conversion Date, the Declarant shall be a Member only if and to the extent that it is also an Owner. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation.

Section 3.3. <u>Voting Rights</u>. The Association shall have two (2) classes of voting membership:

(a) <u>Class A</u>. The Class A Members shall be all Owners (other than the Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot

shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) <u>Class B</u>. The Class B Member shall be Declarant. The Class B Member shall be entitled to 1000 votes. The Class B membership shall terminate and be converted to Class A membership (the "Conversion Date") upon the earlier to occur of (i) the total votes outstanding in the Class A membership equal or exceed 1000 or (ii) December 31, 2010. The Declarant may at any time elect to terminate its Class B membership and its status as Declarant by written notice to the Board, whereupon such Class B membership shall be converted to a Class A membership with respect to any Lots then owned by Declarant.

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Declaration or is otherwise in default hereunder or under the By-Laws or any other rules or regulations of the Association. Members are expressly prohibited from cumulating their votes in any election for Directors of the Association. Prior to all meetings of Members, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

Section 3.4. Board of Directors.

(a) The Members of the Association shall elect the Board of the Association subject to the provisions of <u>Section 3.4(b)</u>, and the Board shall, by majority vote, conduct all of the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the Articles of Incorporation or By-Laws of the Association.

(b) The Board, for the benefit of the Members, shall have the following general powers and duties, in addition to the specific powers and duties provided for in this Declaration and in the Articles of Incorporation or the By-Laws of the Association or by law:

(i) to execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of the Association;

(ii) to borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners;

(iii) to enter into contracts and maintain one or more bank accounts;

(iv) to retain the services of lawyers, accountants and any other persons or service providers reasonably necessary for the operation and management of the Association;

(v) to delegate certain of its duties and powers to one or more committees of the Board who shall be appointed by and serve at the pleasure of the Board;

(vi) to annually prepare separate operating and capital improvements budgets and to annually establish the amount of annual assessments and special

assessments, if any, required to meet the operating and projected capital needs of the Association;

(vii) to make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Members of the Association constituting a majority of the outstanding votes of the Members;

(viii) to make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

(ix) to adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property, and if proceeds are insufficient to repair damaged or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(x) to enforce the provisions of this Declaration and any rules and regulations duly adopted by the Board or any committee acting under the authority of the Board and to enjoin and seek damages from any Owner for violation of such provisions or rules and regulations;

(xi) to collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings; and

(xii) to have any and all other powers which are necessary or incidental to the operation and management of the Association.

(c) The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund, and except as otherwise expressly provided for herein, the exclusive right and obligation to manage the business and affairs of the Association.

(d) The Association shall indemnity its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

(e) The Board may retain the services of a professional management company to operate and manage the Association, and in connection therewith, may contract for the performance of certain of the Board's duties and obligations upon such terms and conditions as the Board may determine to be necessary or appropriate.

Section 3.5. <u>By-Laws</u>. Bylaws for the Association shall be adopted by the Board and may be amended from time to time in the manner provided in the By-Laws or the Articles of Incorporation. In the event of any conflict between the By-Laws and this Declaration, this Declaration shall prevail.

Section 3.6. <u>Funding of Association Expenses</u>. No mandatory assessments shall be due for any period prior to the formation of the Association. Except as otherwise provided in <u>Section 3.11</u> with respect to the Declarant, each Owner shall pay to the Association (a) annual assessments as provided in <u>Section 3.7</u> and (b) special assessments as provided in <u>Section 3.8</u>, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Lot, and if unpaid as described in <u>Section 3.10</u>, shall constitute a continuing lien upon the Lot against which each such unpaid assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment is due and payable. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, provided that the lien for such assessments shall continue and may be enforced against the Lot.

Section 3.7. <u>Annual Assessments</u>.

Lots Owned by Class A Members. (a) From and after the date the Association is formed, each Lot owned by a Class A Member shall be subject to an annual assessment of \$360.00 for the purpose of creating a fund to be designated and known as the "Maintenance Fund". The assessment for a particular Lot for the calendar year in which the Association is created shall be prorated for such calendar year for the period commencing with the formation of the Association and ending on December 31 of such calendar year. The rate at which each Lot will be assessed for subsequent calendar years and whether such assessment will be paid monthly, quarterly or annually will be determined annually by the Board not later than December 1 of each year. Such rate may be adjusted from year to year by the Board as the needs of the Association may, in the judgment of the Board, require, and as reflected in annual operating and capital improvements budgets adopted by the Board. The assessment for each Lot owned by a Class A Member shall be uniform. However, notwithstanding anything in this Section to the contrary, during such time any Duplex Lot is owned by Pulte, the annual assessment levied against such Duplex Lot for the Maintenance Fund shall not exceed \$30.00 per month. Notwithstanding anything contained in this Declaration to the contrary, the provision of the immediately preceding sentence may not be amended without the prior written consent of Pulte.

(b) <u>Purpose of Maintenance Fund</u>. The Maintenance Fund shall be used to improve, beautify, maintain, manage and operate the Common Maintenance Areas and to operate and manage the Association so as to promote the recreation, health, safety, convenience and welfare of the Members of the Association. Such uses and benefits to be provided by the Association may include, by way of example and not limitation, any or all of the following: normal, recurring maintenance and operation of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, including without limitation, entry features, walls, retaining walls, monuments, signage, irrigation systems, payment of all reasonable and necessary expenses in connection with the collection and administration of assessments (both annual and special); taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas; services of such personnel as the Board shall determine to be necessary or

ŝ

9

proper for the operation of the Association, employing one or more architects, engineers, attorneys, accountants or other consultants for the purpose of advising the Board or the ACC in connection with their respective duties and authorities; providing insurance, including liability, casualty or workers compensation, to the extent determined to be necessary or advisable by the Board or otherwise required by this Declaration; providing service contractors to manage and maintain recreational facilities, if any; establishing a reserve fund for the periodic maintenance, repair and replacement of improvements in the Common Maintenance Areas in accordance with the capital improvements budget in effect from time to time; and doing any other thing or things necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered to be for the general benefit of the Members of the Association, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The purpose of any reserve fund established by the Board shall be to ensure the continuous and perpetual use, operation, maintenance and/or supervision of all Common Maintenance Areas.

Section 3.8. <u>Special Assessments</u>. In any calendar year, the Board may make a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of any special assessment with the Maintenance Fund. The proceeds of a special assessment shall used solely and exclusively for the purpose for which such assessment was made.

Section 3.9. <u>Effect of Nonpayment of Assessments: Remedies of the Association</u>. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid in full at the lesser of eighteen percent (18%) per annum or the maximum nonusurious rate allowed by applicable law. The Association shall have the authority to impose late charges to compensate for the administrative costs of processing late payments on such terms as may be established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Lot and/or may pursue any other legal or equitable remedy available to it.

Section 3.10. <u>Subordinated Lien to Secure Payment</u>. To secure the payment of any assessments levied by the Association, there is hereby reserved a continuing lien on each Lot for the benefit of the Association, which lien, together with any liens created pursuant to <u>Section 8.4(b)</u>, shall be subordinate and inferior to the liens of any valid, bona fide mortgage or deed of trust lien now existing or hereafter created and encumbering such Lot to secure any purchase money or home improvement loan. Sale or transfer of any Lot shall not impair the enforceability or priority of the liens reserved by this Declaration against such Lot.

Section 3.11. <u>Declarant Liable for Association Deficits</u>. Declarant shall not be obligated to pay any assessments against any Lots owned by Declarant; provided, prior to the Conversion Date, Declarant shall be obligated to contribute to the Association amounts sufficient to cover any shortfall between the amount of dues paid by Class A members and the amount necessary to pay the ordinary and necessary operating expenses of the Association.

ARTICLE IV USE RESTRICTIONS

Section 4.1. <u>Residential Construction</u>.

Single Family Lots. No building shall be erected, altered or permitted to (a) remain on any Single Family Lot other than one (1) detached single family dwelling used for residential purposes only and not to exceed two (2) stories in height. No residence on any One Story Lot may exceed one story in height. Unless otherwise approved in writing by the ACC or unless further restricted by City ordinances, rules or regulations, (i) the first floor wall area to the first floor top plate line (exclusive of openings, patios, porches or protrusions) of each residence on a Single Family Lot shall be masonry, masonry veneer or stucco construction; and the second floor wall area between the first floor top plate line and the second floor top plate line which are vertically aligned with a masonry, masonry veneer or stucco wall on the first floor shall meet the following requirements: (a) 100% masonry, masonry veneer, cement fiberboard or stucco coverage (exclusive of openings, insets or protrusions) on the front elevation and the first two feet (2') of the side elevations as measured from the front elevation toward the back of the home; provided, not more than 27% of the front elevation (exclusive of openings) may consist of cement fiberboard, and (b) 60% masonry, masonry veneer or stucco coverage (exclusive of openings, insets or protrusions) of said vertically aligned, second floor elevations; (ii) the rear elevation of residences on all Perimeter Lots and the west side elevation of the residence on Lot 1, Block 3 shall be 100% masonry, where structurally possible (exclusive of openings, insets or protrusions); (iii) as to each 60' Lot, 70' Lot and 75' Lot: the side and front elevations of the roof of each residence shall have a minimum 6/12 roof pitch and the rear elevations of the roof of each residence shall have a minimum 6/12 roof pitch; and as to each 55' Lot: the roof of each one story residence shall have a minimum 6/12 roof pitch, and the roof of each two story residence shall have a minimum 5/12 roof pitch; (iv) the shingles for the roof of each residence shall be composed of 240 pound standard dimensional asphalt shingle with weathered wood coloration. Mailboxes shall be masonry utilizing the same brick as used on the residence and being of a height, location and in all other respects in compliance with applicable rules and regulations of the United Stated Postal Service. Any chimney constructed on an exterior wall of a residence shall have 100% masonry coverage.

(b) <u>Duplex Lots</u>. No building shall be brected, altered or permitted to remain on a Duplex Lot other than one Duplex Unit used for residential purposes only and not to exceed two (2) stories in height. Unless otherwise approved in writing by the ACC or unless further restricted by City ordinances, rules and regulations, each Duplex Unit on a Duplex Lot shall meet the following requirements: (i) the exterior of the Duplex Unit shall be 100% siding (exclusive of openings, patios, porches or protrusions and stone or masonry accents); (ii) the main structure shall have a minimum 6/12 roof pitch, and the garage shall have a minimum 4/12 roof pitch; (iii) the shingles for the roof of each residence and garage shall be comprised of 240 pound standard dimensional asphalt shingle with weathered wood coloration. Mailboxes shall be uniform throughout the Duplex Lots and shall be of a height, location and in all other respects in compliance with applicable rules and regulations of the United Stated Postal Service. The exterior color of any Duplex Unit shall be subject to the prior written approval of the ACC in accordance with the provisions of Article V of this Declaration. (c) <u>General</u>. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of such Lots for garage apartments or apartment homes; and no Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purposes. Any retaining wall visible from a public street shall be constructed of "builder's granbury stone" laid in a running bond pattern with white mortar and regular sand.

Section 4.2. <u>Minimum Square Footage Within Improvements</u>. Residences on Single Family Lots are restricted to dwellings with the following minimum square feet of livable area, exclusive of open porches or garages or carports, unless further restricted by City ordinances:

Lot Size	Minimum Livable Area
55' Lot	1,800
60' Lot	1,900
70' Lot	2,300
75' Lot	2,500

Notwithstanding the foregoing, dwellings intended to be used as model homes having at least 1,800 square feet of livable area, but less than 2,300 square feet, may be built on 70' Lots. Duplex Units must have a minimum of 1,000 square feet of livable area, exclusive of open porches or garages or carports.

Section 4.3. <u>Sidewalks</u>. Sidewalks shall be constructed in conformance with City specifications and regulations and the plans for each residential building on each Lot shall include plans and specifications for such sidewalks on the front of each Lot and on the side of each corner Lot, and the same shall be constructed and completed before the main residence is occupied.

Section 4.4. <u>Location of the Improvements upon the Lot</u>. No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on a Plat unless approved by the City and the ACC. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 4.5. <u>Prohibition of Offensive Activities</u>. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Property and the advertising and lighting effects utilized to display model homes.

Section 4.6. <u>Use of Temporary Structures</u>. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence or for any other purpose with the exception of one for lawn equipment storage, children's playhouses or other uses that may be approved by the ACC;

provided, however, that Declarant reserves the right to permit the erection, placement and maintenance of any such temporary facilities in or upon any portions of the Property as, in the discretion of Declarant, may be necessary or convenient while selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model homes, signs, parking lots and portable toilet facilities.

Section 4.7. <u>Storage of Automobiles, Boats, Trailers and Other Vehicles</u>. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any portion of the Property for more than twenty four (24) hours in any seventy two (72) hour period unless such vehicle is less than twenty one (21) feet in length and is completely concealed from public view inside a garage or other enclosure approved by the City and the ACC except passenger automobiles and vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers that are in operating condition with current license plates and inspection stickers and are in daily use as motor vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a home or homes in the immediate vicinity. If a complaint is received about a violation of any part of this Section, then the ACC will be the final authority on the matter.

Section 4.8. <u>Mineral Operations</u>. No drilling, development operation, refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnel, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 4.9. <u>Animal Husbandry</u>. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each type of pet will be permitted on each Lot. If common household pets are kept, they must be restrained or confined inside a fenced area in the rear of the Lot or within the designated property lines of the Lot or within the home. When away from the home, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

Section 4.10. Walls, Fences and Hedges.

(a) <u>Single Family Lots</u>. An eight foot (8') wood fence shall be constructed by Declarant and maintained by the Owners in accordance with the specifications attached hereto as <u>Exhibit E</u> along the rear lot lines of Lots 47 through 53, Block 3. An eight foot (8') wood fence shall be constructed by Declarant and, subject to the provisions of <u>Section 4.23</u>, maintained by the Association in accordance with the specifications attached hereto as <u>Exhibit E</u> along the northern boundary of Lot 46, Block 3 and along the eastern boundary line of that portion of the Mobil Pipeline Easement (Lot 36A, Block 3) commencing at the northwest corner of Lot 46, Block 3 and continuing in a northerly direction to the north end of such Easement. A six foot (6') wood fence shall be constructed and maintained by the Owners in accordance with the

specifications attached hereto as <u>Exhibit F</u> as shown on the Interior Screening Plan attached hereto as <u>Exhibit G-1</u> for Phase I, <u>Exhibit G-2</u> for Phase II and <u>Exhibit G-3</u> for Phase III.

(b) <u>Duplex Lots</u>. A standard fence plan applicable to all Duplex Lots shall be submitted for review and approval of the ACC. No Duplex Lot may vary from the standard plan so approved without the prior written approval of the ACC.

(c) <u>General</u>. No hedge in excess of three (3) feet in height, no wall and no fence shall be erected or maintained nearer to the front Lot line than fifteen (15) feet. No side or rear fence or wall shall be more than eight (8) feet high. All fences (except front yard fences) or retaining walls must be constructed of wooden, tubular steel or brick masonry material or materials approved by the ACC before installation. All fences shall be constructed so that the sides of the fence containing the structural supports are not visible from any street right-of-way. Any fence or wall shall be erected and completed within thirty (30) days after the main residence is occupied and shall become the property of the Lot on which the same is erected and shall be maintained and repaired by the Owner of the Lot. No wood fence may be stained to alter the fence color from a natural wood color. Clear sealants may be applied without prior approval of the ACC, including, by way of example, Olympic Oil Base Cedar Natural Tone Semi-Transparent Stain, Ready Seal OIS, Thompson's Clear Water Seal, Sherwin Williams' Clear Wood Finish or equivalent products. The use or application of paint (or any stain which cures in a solid color) is prohibited.

Section 4.11. <u>Landscaping</u>. A landscape plan shall be submitted for review and approval of the ACC for each Lot. If the ACC has approved a standard plan of a builder, plans for specific Lots which are in substantial conformity with the standard plan need not be resubmitted for approval. At a minimum, the landscaping for each Lot shall consist of a fully sodded front yard and a fully grassed side yard on the street side of each corner Lot and the planting of two (2) trees a minimum of three inch (3") caliper in the front yard (between the building set back line and the sidewalk) of each 60' Lot, 70' Lot and 75' Lot; one (1) tree a minimum of three inch (3") caliper in the front yard each Duplex Lot. Landscaping shall be in place within thirty (30) days after the main residence is occupied.

Section 4.12. <u>Visual Obstruction at the Intersections of Public Streets</u>. No object or thing which obstructs site lines at elevations between two (2) feet and ten (10) feet above the roadways within the triangular area formed by the intersecting street curb lines and a line connecting them at points forty five (45) feet from the intersection of the street curb lines or extension thereof, or within any area shown on the Plat as a "Visibility Easement", shall be placed, planted or permitted to remain on any corner Lots.

100

Section 4.13. Lot Maintenance. Each Owner or occupant of any Lot shall at all times keep all weeds and grass cut in a sanitary, healthful and attractive manner, edge the street curbs and sidewalks that run near their Lot lines, and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited, and the Owner or occupant of any Lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the

following from public view: the drying of clothes, yard equipment or storage piles which are incident to the normal residential requirements of a typical family. No vegetables shall be grown in any area of the Lot visible from a street. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained if they are visible from the front street side of the Lot, and no air conditioning apparatus shall be installed on the ground in front of a residence. All Owners and occupants shall comply with any ordinances enacted by the City pertaining to the storage and disposal of garbage, trash and other waste materials. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 4.14. <u>Signs, Advertisements and Billboards</u>. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residential unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) <u>For Sale Signs</u>. An Owner may erect (1) sign not exceeding 2' X 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) <u>Declarant's Signs</u>. Signs or billboards may be erected by the Declarant or builders advertising their homes for sale during the period of original construction and home sales.

(c) <u>Political Signs</u>. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15)

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 4.15. <u>Antennas</u>. No electronic antenna or device of any type including an antenna for receiving radio and television signals shall be erected, constructed, placed or permitted to remain on any Lot, home, garage or building. Any such antenna or device must be installed inside the dwelling. Except as provided in the following sentence, no satellite dish may be erected, constructed, placed or permitted to remain on any Lot without the express prior

written consent of the ACC, which consent may conditioned upon the ACC's approval of the screening of the satellite dish from the public's view and of the location of the dish which may not be visible from any street or the ground level of any adjoining Lot and may not extend above the height of any fence. Miniature satellite dishes (39 inches or less in diameter) will be permitted, provided the location and color of the dish will be subject to ACC approval prior to installation and such dishes are not visible from the street. Towers of any kind are prohibited.

Section 4.16. <u>Garages and Driveways</u>. Residences on Lots 1 thorough 11, Block 10, Lots 1 through 14, Block 17 and Lots 1 through 10, Block 18 shall be rear entry from the alley only. The residences on Lot 1, Block 1 and Lot 1, Block 12 shall have a front entry driveway, and residences on Lots 1 and 6, Block 5 shall have a side entry driveway. Residences on Lots in Phase III shall have either a front or side entry driveway. Duplex Unites on Duplex Lots shall have a detached garage with front entry driveway.

Section 4.17. <u>Parking</u>. No vehicles, trailers, implements or apparatus may be driven or parked in any Common Maintenance Area (except temporary parking of motor vehicles in designated parking areas while using such Common Maintenance Area for its intended purpose) or on any easement.

Section 4.18. <u>Open Space Lots</u>. Residences built on Open Space Lots shall have a front entry garage and a four (4) foot black decorative metal fence in accordance with specifications attached hereto as <u>Exhibit H</u> along any lot line which abuts a Private Park. If the abutting lot line is the rear lot line, then the decorative metal fence shall extend along each side yard boundary at least ten (10) feet from the rear lot line; provided, a wooden fence may extend to the rear lot line (along the entirety of the northern boundary line) of Lot 5, Block 1, and no masonry columns will be required in the wrought iron fence constructed on such Lot. The above described fences are shown in more detail on the Pipeline Easement Column and Gate Layout attached hereto as <u>Exhibit I-1</u> for Phase I, <u>Exhibit I-2</u> for Phase II and <u>Exhibit I-3</u> for Phase III.

Section 4.19. <u>EPA Compliance</u>. The Owner of each Lot shall comply with all Environmental Protection Agency rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the National Pollutant Discharge Elimination System. Neither Declarant nor any commercial homebuilder will bear any responsibility for complying with a Plan on any Lot upon the sale of such Lot to an Owner.

Section 4.20. Exterior Storage. No exterior storage items of any kind such as storage buildings, greenhouses or workshops shall be permitted on any Lot except with prior written approval and authorization of the ACC. Any such storage building shall be built of substantially the same material and design as the house situated on the Lot and must be approved by the ACC. Storage items must be placed in areas attractively screened or concealed from view from neighboring property, pathways and streets. This Section 4.20 shall apply, without limitation, to wood piles, camping trailers, boat trailers, travel trailers, boats, mobile homes and unmounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently. No automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use except pursuant to written approval and authorization of the ACC.

Section 4.21. <u>Structured Wiring</u>. Structured wiring will be installed in each residence constructed on a Lot, if the requisite infrastructure is being installed by a provider in the Property.

Section 4.22. <u>Decorative Street Signs</u>. The Association will, at its expense, maintain, repair and replace all decorative street signs in the Property.

Section 4.23. Lot 36A, Block 3. Declarant may transfer title to Lot 36A, Block 3, subject to the terms of this Declaration, to any affiliate of Declarant for resale to a purchaser of the adjacent commercial retail tract. Notwithstanding such transfer, Lot 36A, Block 3 shall continue to be maintained as a Private Park for the use, benefit and enjoyment of the Association and its Members and in accordance with Section 4.10 above. The Association shall be responsible for such maintenance until such time as development on the adjacent commercial retail tract is commenced at which time and thereafter the owner thereof shall be responsible for such maintenance. In connection with development of the adjacent commercial retail tract, the eight foot fence along the eastern boundary of Lot 36A, Block 3 required by Section 4.10 above may be replaced by a screening wall, fence or hedge (of not less than six feet nor more than eight feet in height) which is compatible with such development.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 5.1. <u>Appointment</u>. There is hereby created an Architectural Control Committee (the "ACC") which shall have the power and authority to exercise the duties provided in this Article V. The ACC shall consist of three (3) members who prior to the Conversion Date shall be appointed and subject to removal by the Declarant and thereafter shall be appointed and subject to removal by the Board. In the event of the death, resignation or removal by the appointing party of any member of the ACC, such appointing party shall have full authority to designate and appoint a successor within sixty (60) days after such death, resignation or removal. If no such appointment is made on a timely basis, the remaining member(s) of the ACC shall appoint a successor member. No member of the ACC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 5.2. <u>Authority</u>.

(a) No landscaping may be undertaken and no improvement, building, fence, wall or other structure may be commenced, erected, placed, maintained or altered on any Lot, nor may any exterior painting of, exterior addition to, or alteration of, such items be made by any party other than the Declarant until all plans therefore have been submitted to and approved in writing by a majority of the members of the ACC as to:

(i) conformity and harmony of the proposed plat or replat and of any landscaping or other improvement to existing development in the Property, surrounding areas and community standards;

(ii) quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevation with respect to nearby streets;

(iii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Property; and

(iv) the other standards set forth within this Declaration or matters as to which the ACC has been vested with the authority to render a final interpretation and decision.

Without limiting the foregoing, the ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of Lots in the Property. In considering the harmony of external design between existing structures and a proposed building being erected, replaced or altered, the ACC shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

(b) The Declarant and the Association shall have the authority and standing to enforce in a court of competent jurisdiction any decision of the ACC.

Section 5.3. <u>Procedure for Approval.</u>

(a) Each of the following documents (and all modifications thereof) must be submitted to the ACC, and its approval must be obtained, prior to the document's submission to the City or prior to its implementation:

- (i) engineering plans and specifications;
- (ii) landscaping, fencing and general development plans;

(iii) plans for each residence, showing the nature, kind, shape, height, materials and location of all landscaping and improvements, and specifying any requested variance from the setback lines, garage location or other requirement set forth in this Declaration, and, if requested by the ACC, samples of proposed construction materials; and

(iv) any other data or information requested or deemed reasonably necessary by the ACC.

(b) At such time as the submitted documents meet the approval of the ACC, one complete set of the submitted documents will be retained by the ACC, and the ACC will notify the builder in writing of its approval. If disapproved by the ACC, the ACC shall deliver to the builder a written statement of disapproval setting forth the reasons for disapproval, which statement shall be signed by an authorized representative of the ACC. In no event shall the ACC

give oral approval of any documents. Notwithstanding the foregoing, if the ACC fails to respond to any submitted documents within forty-five (45) days after the date of submission, the matters submitted shall be deemed to be approved. Material modifications or changes in any materials submitted to the ACC following approval by the ACC shall be resubmitted for its inspection and approval. Such modifications must be approved or disapproved in writing within fifteen (15) business days after submission or they shall be deemed to be approved.

Section 5.4. Standards. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the ACC shall have sole discretion with respect to all standards specified herein. One objective of the ACC is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property. The ACC shall have the authority, among other things, to prohibit the use of lightweight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of certain types of divided light windows (such as bronzed, white or black), to prohibit or regulate the use of solar or heating panels, to regulate the construction and maintenance of awnings, to require mail boxes and address plates to be of a certain uniform type, material and design, to regulate the style of chimney caps and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The ACC may from time to time publish and promulgate guidelines regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration; provided, however, any such published guidelines shall not be binding on the ACC and shall not constitute the sole basis for approval or disapproval of plans, specifications and other materials submitted to the ACC for approval.

Section 5.5. <u>Variances</u>. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit Owners to construct, erect or install improvements which are in variance from this Declaration or architectural standards which are provided for in this Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty (30) days of the submission of such request. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ACC's right to strictly enforce this Declaration and architectural standards provided hereunder against any other Owner.

Section 5.6. <u>Liability of Declarant and Committee</u>. Neither the Declarant, Members of the ACC, the Association, nor the officers, directors, employees, agents or representatives of any of them shall have any liability to any one submitting matters to the ACC for approval or to any Owner of property affected by any decision of the ACC by reason of mistake in judgment, negligence or malfeasance or for any other reason arising out of or in connection with approval or disapproval of matters submitted to the ACC. Any defects or errors in or omissions from the documents, and the ACC shall be the responsibility of the entity or person submitting the documents or to check for such documents' compliance with the general

provisions of this Declaration, City codes and regulations, FHA or VA regulations, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

ARTICLE VI ANNEXATION

Section 6.1. <u>Annexation by Declarant</u>. At any time prior to the Conversion Date, the Declarant may, at its sole option, annex additional 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. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant and the owners of the property to be annexed setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property. From and after the date of such annexation, the term "Property" shall include any such annexed property.

Section 6.2. <u>Annexation by Action of Members</u>. At any time after the Conversion Date, 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 Owners constituting at least two-thirds (2/3) of the outstanding votes of the Members of the Association. Such annexation shall be evidenced by a Declaration of Annexation as described in <u>Section 6.1</u> above executed by the owners of the property to be annexed and by or on behalf of the requisite number of Owners.

Section 6.3. <u>No Duty to Annex</u>. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Owner 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.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

Section 7.1. <u>Insurance</u>. The Board shall have the authority to and shall obtain insurance for all insurable improvements in the Common Maintenance Areas. Such insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall obtain (i) a public liability policy applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents and (ii) a directors' and officers' liability insurance covering the Board and any officers of the Association against such liabilities and in such amounts as the Board shall determine to be commercially reasonable. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

20

Premiums for all insurance shall be an expense of the Association payable from the Maintenance Fund. Each policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether any casualty insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Other than directors' and officers' liability insurance policies, all policies shall be written in the name of the Association for the benefit of the Owners.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Dallas or Tarrant County, Texas, area.

(f) The Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, the Association, its manager and the Owners;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association or its manager;

(iv) that any "other insurance" clause in any policy shall exclude individual Owners' policies from consideration; and

(v) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

21

In addition to the other insurance required by this <u>Section 7.1</u>, the Board shall obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be at least the sum of three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 7.2. <u>Insurance Proceeds</u>. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Board. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of property.

Section 7.3. <u>Insufficient Proceeds</u>. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in <u>Section 3.8</u> of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

Section 7.4. <u>Destruction of Improvements on Individual Lots</u>. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged improvements within four (4) months of the date that the damage occurs and to complete such repair, reconstruction or removal to completion within a reasonable time from the commencement of such work. Repairs, reconstruction or complete removal of damaged improvements may be commenced more than four (4) months after the date of occurrence of damage if the delays in commencement are caused by factors beyond the reasonable control of the Owners of the damaged improvements.

ARTICLE VIII GENERAL PROVISIONS

 $\sum_{i=1}^{n}$

Section 8.1. <u>Term</u>. The covenants, conditions and restrictions set forth in this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years each. Upon the expiration of the initial twenty-five (25) year term or any extension, Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Members of the Association may elect to terminate the Declaration so long as prior written consent has been obtained from the City, which election to so terminate the Declaration shall be evidenced by a written instrument signed by or on behalf of Members holding the requisite number of votes, countersigned by a duly authorized representative of the City and properly recorded in the land records of Tarrant County, Texas.

040485:73822 : DALLAS : 1166254.4

. الري Section 8.2. <u>Amendments</u>. Prior to the Conversion Date, this Declaration may be amended by (i) the Declarant without the consent or approval of the Association or any of its Members or (ii) the affirmative vote of Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Class A Members of the Association with the written approval of the Declarant. After the Conversion Date, this Declaration may be amended by the affirmative vote of Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Association. Any such amendment shall be evidenced by a written instrument setting forth such amendment and signed by the Declarant and/or a duly authorized officer of the Association certifying as to the requisite approval of the Declarant and/or the Class A Members, as the case may be. Such written instrument shall be properly recorded in the land records of Tarrant County, Texas.

Section 8.3. <u>Other Jurisdictional Authority</u>. No Lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of any governmental agency or subdivision having jurisdiction over the Property.

Section 8.4. <u>Remedies</u>.

In the event of any default by any Owner under the provisions of this (a) Declaration or the By-Laws, rules and regulations of the Association, the Declarant, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of such remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Declarant or the Association in connection with any such action or proceeding, including court costs and attorneys' fees and other fees and expenses, and all damages, permitted by law from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed a part of assessments (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Declarant, the Association or any Owner.

(b) In the event that any Owner of a Lot shall fail to observe or comply with any restriction, condition, covenant, term or provision of this Declaration, or in the event any Lot (including any building or residence located thereon) is, in the judgment of the ACC or of the Association, through the Board, so maintained by its Owner as to not comply with this Declaration or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots or other areas of the Property which are substantially affected thereby or related thereto, the ACC or the Association, through the Board, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant to such resolution deliver notice to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken

at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered, on behalf of the Association, to cause such action to be taken and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot of the offending Owner. In addition to and cumulative of any other right or remedy available to the Association at law or in equity to enforce the provisions of this Declaration, including the right to recover any Maintenance Cost incurred by the Association, the Association may assess such Owner a fine of \$25 per day for each day that the Owner fails to be in compliance. Maintenance Costs and any such fine and the costs of collection (including attorneys' fees) shall be the personal obligation of the Owner of the Lot against which Maintenance Costs and/or any such fine are levied, and shall be secured by a continuing lien hereby created against such Lot and all improvements thereon. Each Owner, by accepting a deed or ownership interest in a Lot, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the lien hereinabove granted. Any duly authorized representative of the Association may, at its option, prepare a written notice of lien setting forth the amount of Maintenance Costs and/or any such unpaid fine, the name of the Owner of the Lot and a description of the Lot and cause the same to be filed in the Real Property Records of Tarrant County, Texas. Such lien may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by the Association in the manner provided for the foreclosure of real property mortgages with power of sale under Texas Property Code §51.002. Any member of the Board may post notices of foreclosure as trustee for the Association and conduct the foreclosure sale. Any such Maintenance Cost and/or fine shall be paid to the Association.

Section 8.5. <u>Rights and Obligations</u>. The provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying any unplatted portion of the Property or any one or more Lots or any ownership interest in a Lot whatsoever, the person to whom such portion of the Property, Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-Laws, whether or not mention thereof is made in said deed.

Section 8.6. <u>Captions</u>. The captions and headings in this Declaration are for convenience only, are not substantive terms, and shall not affect the meaning of or construction given to any term or provision of this Declaration.

Section 8.7. <u>Unenforceability of Any Provision</u>. Determination that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this Declaration which shall remain in full force and effect and shall to the maximum extent possible under applicable law be construed to give effect to the intent of the Declaration including the invalid or unenforceable provisions.

Section 8.8. <u>Governing Law</u>. This Declaration shall be construed in accordance with and governed by the laws of the State of Texas.

Section 8.9. <u>Texas Residential Property Owners Protection Act</u>. To the extent applicable, exercise of remedies by the Association against an Owner by reason of such Owner's breach or violation of any provision of the Declaration shall be subject to Texas Property Code \$

Section 8.10. <u>Original Declaration</u>. Upon recordation, this Declaration shall supersede and replace in its entirety the Original Declaration.

The Remainder of This Page Left Blank Intentionally EXECUTED as of the /-

, 2003.

DECLARANT:

day of

JUCY

CRAWFORD PARTNERS NO. 1, LTD., a Texas limited partnership

By: Hanover Services Group, Inc., a Texas corporation

General Partner By:_ Name: w Title:

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this β^{μ} day of β^{μ} day of β^{μ} behalf of said corporation, acting in its capacity as general partner of Crawford Partners No. 1, Ltd., a Texas limited partnership.

8 8 8

SANDI R. PUSTEJOVSKY Notary Public, State of Taxas ly Commission Expires 01-30-07

Notary Public for the State of Texas

SIGNATURE PAGE TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAWFORD FARMS PAGE 1

CRAWFORD NO. 2:

CRAWFORD PARTNERS NO. 2, LTD., a Texas limited partnership

By:

Hanover Services Group, Inc., a Texas corporation Its general partner By: Name: Ľ Title:

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 15th day of 1000 and 2003, by Walter Damon, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation, acting in its capacity as general partner of Crawford Partners No. 2, Ltd., a Texas limited partnership.

§ § §

SANDI R. PUSTEJOVSKY Notary Public, State of Texas ly Commission Expires 01-30-07

Notary Public for the State of Texas

SIGNATURE PAGE TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAWFORD FARMS PAGE 2

CRAWFORD FARMS:

Crawford Farms-Fort Worth Lot Option, L.P., a Texas limited partnership

- Texas MSII/SEPII GP, L.P., By: a Texas limited partnership General Partner
 - By: Hearthstone, Inc., a California corporation dba in Texas as Hearthstone Advisors, Inc. General Partner By:

Tracy T. Carver Senior Vice President-General Counsel

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

This instrument was acknowledged before me this 15th day of July, 2003, by Tracy T. Carver, Senior Vice President and General Counsel of Hearthstone, Inc., a California corporation, on behalf of said corporation, acting in its capacity as the general partner of the General Partner of Crawford Farms-Fort Worth Lot Option, L.P., a Texas limited partnership.

§

§

ANGIE WONG # 1280183 DTARY PUBLIC-CALIFORNIA TTY & COUNTY OF SAN FRANCISCO COMM. EXP. OCT. 13, 2004

Notary Public for the State of California

SIGNATURE PAGE TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR **CRAWFORD FARMS** PAGE 3

PULTE:

PULTE HOMES OF TEXAS, L.P., a Texas limited partnership

By: F

PN I, Inc., a Nevada corporation, its General Partner By: Donald J. Dykstra. City President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 1 day of 2003, by Donald J. Dykstra, City President of PN I, Inc., a Nevada corporation, on behalf of said corporation, acting in its capacity as general partner of Pulte Homes of Texas, L.P., a Texas limited partnership.

§ §

§

Public for the State of Texas

ZELDA L. MCGRIFF Notary Public State of Texas Comm. Expires 6-15-2006

SIGNATURE PAGE TO Amended and Restated DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAWFORD FARMS PAGE 4

040485:73822 : DALLAS : 1166254.3

÷,-,

JOINDER BY LIENHOLDER

The undersigned, COMERICA BANK-TEXAS ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement and Assignment of Rents dated as of June 20, 2002, from Crawford Partners No. 1, Ltd. to Gary Orr, Trustee recorded <u>June 25</u>, 2002, at Volume <u>15773</u>, Pages <u>0304</u> of the Real Property Records of Tarrant County, Texas covering and affecting Phase I (the "Phase I Deed of Trust"), hereby joins in the execution of this Declaration of Annexation and Third Amendment to Declaration of Covenants, Conditions and Restrictions ("Second Amendment") for the purpose of evidencing Lender's consent to this Third Amendment.

Dated: <u>July</u> 15, 2003.

§ §

§

COMERICA BANK-TEXAS BRANCH

By: Name: TOMLIN Title:

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 16 day of ______ 2003 by <u>POWALD K. TOMUW</u>, <u>VP-Teras DIVISION</u> of Comerica Bank-Texas, a Texas state bank, on behalf of said bank. MICHIGAN BAWKING ODRPORTION

KRISTINE K. FINN MY COMMISSION EXPIRES August 4, 2005

Notary Public for the State of Texas

Printed Name: KRISTINE K.FINN My Commission Expires:

JOINDER BY LIENHOLDER COMERICA BANK - TEXAS

JOINDER BY LIENHOLDER

The undersigned, FIRST AMERICAN BANK, SSB ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents dated as of August 12, 2002 from Crawford Partners No. 2, Ltd. to Robert K. Nordhaus, Trustee recorded August 13, 2002, at Volume 15887, Page 0176 of the Real Property Records of Tarrant County, Texas covering and affecting Phase II (the "Phase II Deed of Trust"), hereby joins in the execution of this Declaration of Annexation and Third Amendment to Declaration of Covenants, Conditions and Restrictions ("Third Amendment") for the purpose of evidencing Lender's (i) consent to this Third Amendment and (ii) subordination of the Phase II Deed of Trust to the rights, interests and easements contained in the Declaration. Lender's subordination of the Phase II Deed of Trust shall be to the same effect as if the Declaration had been executed and recorded prior to the execution and recording of the Phase II Deed of Trust.

Dated: 2003.

§ §

§

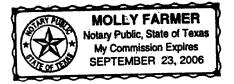
FIRST AMERICAN BANK, SSB

Bv: Name: Title: VICE PREY

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this <u>15</u> day of <u>Usely</u> 2003 by <u>Kanen Doetting</u>, <u>Vice Nesident</u> of First American Bank, SSB, a Texas state savings bank, on behalf of said bank.



Notary Public f

Printed Name: Mou My Commission Expires

JOINDER BY LIENHOLDER FIRST AMERICAN BANK, SSB

EXHIBIT B

PHASE II

PHASE II EXHIBIT B

EXHIBIT A

PHASE I

040485:73822 : DALLAS : 1166254.1

PHASE I EXHIBIT A RELD NOTES 75.49 ACRES

All that certain tract or parcel of land situated in Tarrant County, Texas, and being 75.49 acres of lond situated in the William McCowen Survey, Abstract No. 999, 11-1/2 mies NE of Fort Worth, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 3/8° iron rod found in the south right-of-way line of Golden Triangle Boulevord (formerly known as County Road No. 4012), said point also being in the east line of the E. Crawford Family Limited Partnership tract described in deed recorded in Volume 12931, page 414, Deed Records of Tarrant County, Texas:

THENCE, with said right-of-way line, South 89'46'40" West for a distance of 572.23 feet to the Point of Beginning of the herein described tract; THENCE, departing said right-of-way line, South 4'31'54" West for a distance of 715.80 feet to a set 5/8" capped kan rod (5136); THENCE North 89'32'24" East for a distance of 632.78 feet to a set 5/8" capped

Iron rod (5136);

THENCE South 019'17" East for a distance of 1345.33 feet to a 3/4" iron rod found for northwest corner of the called 2.5 acre John F. Crawford tract (5223/923);

THENCE South 00'03'54" West, with a fance and with the west line of said 2.5 acre tract, for a distance of 353.88 feet to a 1/2" iron rod found for northeast corner

of the colled 2.0 acre Jerry E. Crawford tract (6728/1826); THENCE, South 89'52'04" West, departing said fence, and with the north line of sold 2.0 acre tract, for a distance of 232,21 feet to a 1/2" from rod found for the northwest corner of the 2.0 acre tract;

THENCE South 89°24'09" West for a distance of 164.85 feet to a point, said point being the beginning of a curve to the right having a radius of 1025.00 feet; THENCE, along said curve to the right, for a distance of 7.31 feet (chord bears North 00'57"09" East 7.31 feet);

THENCE North 85'28'06" West for a distance of 116.78 feet; THENCE North 4'31'54" East for a distance of 19.41 feet;

THENCE North 85'28'06" West for a distance of 123.82 feet; THENCE North 85'28'06" West for a distance of 50.00 feet to a point, said point THENCE South 73'30'21" West for a distance of 50.00 feet to a point, said point being the beginning of a curve to the right having a radius of 400.00 feet; THENCE, along said curve to the right, for a distance of 25.95 feet (chord bears South 14"38'08" East 25.94 feet);

THENCE North 85"28'06" West for a distance of 146.89 feet to a set 5/8" capped Iron rod (5136);

THENCE North 4'31'54" East for a distance of 60.72 feet to a point, said point being the beginning of a curve to the right having a radius of 570.00 feet; THENCE, along sold curve to the right, for a distance of 602.66 feet (chord bears North 25:4528" West 574.98 feet);

THENCE North 4'31'54" East for a distance of 425.00 feet to a set 5/8" capped iron rod (5136);

THENCE North 85'28'06" West for a distance of 73.02 feet to a point, said point being the beginning of a curve to the left having a radius of 4975.00 feet; THENCE, along sold curve to the left, for a distance of 85.98 feet (chord bears North 85'58'09" West 86.98 feet);

THENCE South 4'31'54" West for a distance of 9.06 feet; THENCE North 88'31'33" West for a distance of 50.07 feet;

THENCE North 4'31'54" East for a distance of 10.60 feet to a point, said point being the beginning of a curve to the left having a rodius of 4975.00 feet;

THENCE, along sold curve to the left, for a distance of 176.01 feet (chord bears North 88'03'35" West 176.00 (cet) to the beginning of a curve to the left having a radius of 650.00 feel;

THENCE, along sold curve to the left, for a distance of 9.12 feet (chord bears South 6'23'03" West 9.12 feet);

THENCE North 83'34'37" West for a distance of 50.00 feet to a set 5/6" coupoed rest rest (5:32), said point being the beginning of a curve to the right having a radius of 700.00 feet;

THENCE, along said curve to the right, for a distance of 174.43 feet (chord bears North 13'09'09" East 173.98 feet); THENCE South 89'47'01" West for a distance of 522.93 feet to a set 5/8"

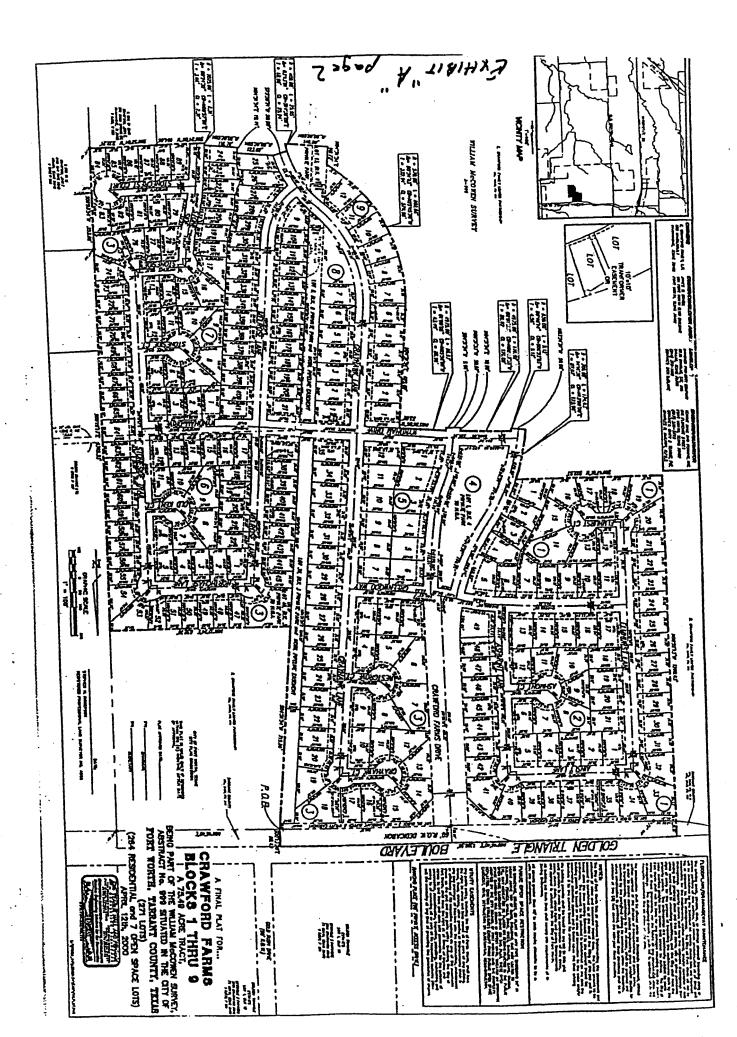
CUDDed #11 700

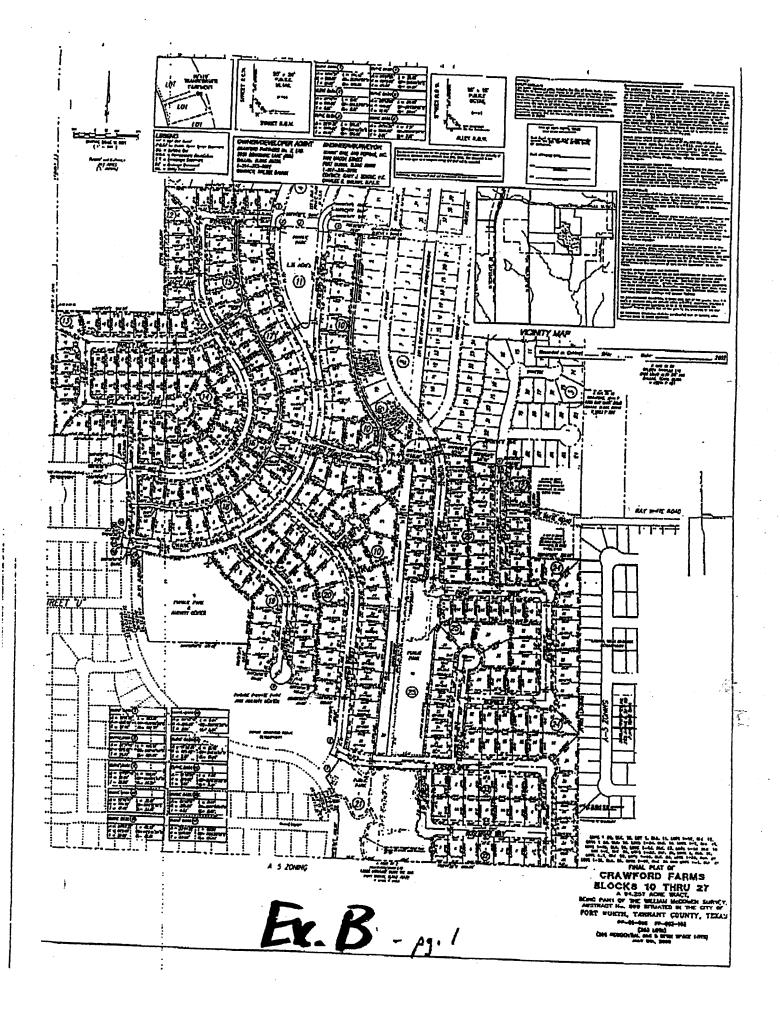
THENCE North 0.52'13' West for a distance of 1260.43 feel; THENCE North 83'46'40' East for a distance of 1389.58 feel;

THENCE North 03 40 40 East for a distance of 50.43 feet to the Point of THENCE South 073'20" East for a distance of 60.43 feet to the Point of Beginning, and containing 75.49 acres of land, more or less, of which 1.92 acres lies within the right-of-way of Golden Triangle Boulevard, leaving a net area of 73.57 ocres.

SOSTIC SURVEY

EXHIBIT " A" page 1





FIELD NOTES

All that certain tract or parcel of land situated in Tarrant County, Texas, being 94.26 acres of land situated in the William McCowen Survey. Abstract No. 999, 11-1/2 miles NE of Fort Worth, Texas, and also being a part of the E. Crawford Family, L.P. traut described in Volume 12931, Page 414, Dead Records of Tarrant County, il'exas (D.R.T.C.T.) and being more particularly described by meters and bounds as

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the south line of the William McCowen Survey and the north line of the Samuel P. Williams Survey, Abstract No. 1690, for the southeast corner of the herein described tract, said point also being the most northerly southwest corner of the Fellowship Addition (Cabinet A/Slide 6444, PICTCT), from which point the northeast corner of the said Williams Survey bears East 176 varus (by deed call);

THENCE North \$9 9 41'32" West, with a fence along the south line of the herein described tract and the north line of the called 262.1450 acre Hillwood/2500 Ltd. tract, (9409/1403) for a distance of 1 102.60 feet to a 5/8" iron rod set with cap stamped "TNP" (all corners marked in like manner unless described otherwise);

THENCE North b4931'54" Hast, departing the north line of said Hillwood/2500 Ltd. tract, for a distance of 162.29 feet to the beginning of a curve to the left having a radius of 300.00 feet and a cloud bearing North 16*41'59" West, 217.31 feet;

THENCE along the arc of said curve to the left for a distance of 222.36 feet to the beginning of a nontangent curve to the left having a radius of 325.00 feet and a chord bearing North 36°09'29" East, 102.77 feet;

THENCE along the arc of said curve to the left for a distance of 103.21 fcot;

THENCE North 62"56"21" West, 50.00 feet to the beginning of a non-tangent curve to the left having a radius of 275.00 feet and a chord bearing North 15"47"46" East, 107.44 feet;

THENCE along the are of said curve to the left for a distance of 102.13 feet;

THENCE North 4"31'54" Fast, 153.82 feet;

)

۱

THBNCE North 85"28'06" West, 120.00 feet;

THENCE North 4º31'54" East, 39.56 feet;

THENCE North \$5"28'06" West, 140.00 foot to the beginning of a non-tangent curve to the right having a radius of 50.00 feet and a chord bearing North 56"54"13" West, 85.32 feet:

THENCE along the are of said curve to the right for a distance of 102.21 fort;

THENCE North 85"28'06" West, 115.06 feet;

THENCE North 4 31'54" East, 114.19 feet;

THENCE North 90-00'00" West, 451.42 feet to the beginning of a non-tangent curve to the right having a radius of 625.00 feet and a chord bearing North 9"36'53" West, 193.75 feet;

THENCE along this are of said curve to the right for a distance of 194.54 feet;

THENCE North 0741'53" West, 176.48 feet to the beginning of a curve to the right having a radius of 175.00 feet and a chord hearing North 4*41'01" East, 32.83 feet;

THENCE along the arc of said curve to the right for a distance of 32.87 feet to the beginning of a nontangent curve to the right having a radius of 675.00 feet and a chord bearing North 75°13'04" West, 50.13 feet;

THENCE along the are of said curve to the right for a distance of \$0.14 foot to the beginning of a curve to the left having a radius of 225.00 feet and a chord hearing South 10° 19'52" West, 6.16 feet;

THENCE along the arc of suid curve to the left for a distance of 6.16 feet; THENCE North 80°27'11" West, 50.00 feet to the beginning of a non-tangent curve to the right having a radius of 275.00 feet and a chord bearing North 10°44'48" East, 11.51 feet:

Ex B - pq. 2

June 20, 2002

THENCE along the are of said curve to the right for a distance of 11.52 feet to the beginning of a nontangent curve to the left lawing a radius of 320.00 feet and a chord bearing North 78*43'08" West, 5.05

THENCE along the are of said curve to the left for a distance of 5.05 feet;

THENCE North 10"49'52" East, 60.00 feet to the beginning of a non-tangent curve to the right having a radius of 380.00 feet and a chord bearing South 78"26'42" East, 9.60 feet;

THENCE along the arc of said curve to the right for a distance of 9.60 feet to the beginning of a nontangent curve to the left having a radius of 225.00 feet and a chord bearing North 5°23'17" Fast, 47.71

THENCE along the arc of said curve to the left for a distance of 47.80 feet;

THENCE North 0º41'53" West, 202.47 feet;

THENCE South \$9"18"07" West, 5.00 feet;

THENCE North 0 41'53" West, 50.00 foot;

THENCE North \$9^18'07" East, 5.00 feet;

THENCE North 0°41'53" West, 120.02 feet;

THENCE South 59*18'53" West, 342.51 feet to a 1/2" iron rod found by a fence post for the southeast conner of the called 43.1632 acre Mous Finley tract (9573/2298);

THENCE North 00 \$43'31" West, with the cust line of said Finley tract, for a distance of 559.71 feet;

THENCE North 89"07'47" East, departing cast line of said Finley tract, 500.50 fort;

THENCE North 0,52'13" West for a distance of 563.33 feet to the southwest corner of Lot 19, Block 1, Crawford Farms Blocks 1-9, an addition to the City of Fort Worth as shown on correction plat recorded in Cabinot A, Slide 7124, Plat Records of Tarrant County, Texas;

THENCE along the west and south sides of suid Crawford Farms Blocks 1-9 addition the following courses:

North \$9°47'01" East, 522.93 feet to the beginning of a non-tangent curve to the left having a radius of 700.00 feet and a chord bearing South 13°09'09" West, 173.98 feet;

THENCE with said curve to the left for a distance of 174.43 foet.

THENCE South \$3"34"37" East, 50.00 feet to the beginning of a non-tangent curve to the right having a radius of 650.00 feet and a chord bearing North 6"23"03" East, 9.12 feet;

THENCE with said curve to the right for a distance of 9.12 feet to the beginning of a non-tangent curve to the right having a radius of 4975.00 feet and a chord bearing South \$\$*03'35" Hast, 176.00 feet;

THENCE with said curve to the right for a distance of 176.01 feet;

THENCE South 4"31'54" West, 10.60 feet;

THENCE South ##"31'33" East, 50.07 feet;

THENCE North 4"31'54" East, 9.06 feet to the beginning of a non-tangent curve to the right having a radius of 4975.00 feet and a chord bearing South #5"58'09" East, \$6.98 feet;

THENCE with suid curve to the right for a distance of \$6.98 feet:

EX.B PS.3

June 20, 2002

, "D. - 7

THENCE South 85*28'06* 1/act, 73.02 feet;

ł

ļ

THENCE South 4"31'54" West, 425.00 feet to the beginning of a curve to the left having a radius of \$70.00 feet and a chord bearing South 25"45"28" Fast, 574.98 feet:

THENCH with said curve to the left for a distance of 602.66 feet;

THENCE South 4"31'54" West, 60.72 feet;

THENCE South 85"28'06" East, 146.89 feet to the beginning of a non-tangent curve to the left having a radius of 400.00 feet and a chord bearing North 14"38'08" West, 25.94 feet;

THENCE with said ourve to the loft for a distance of 25.95 feet;

THENCE North 73*3021" Hast, 50.00 feet;

THENCE South \$5*28'06" East, 123.82 feet;

THENCE South 4"31'54" West, 19.41 feet;

THENCE South \$5°28'06" East, 116.78 feet to the beginning of a non-tangent curve to the left having a radius of 1025.00 feet and a chord bearing South 0°57'09" West, 7.31 feet;

THENCE with said curve to the left for a distance of 7.31 feet;

THENCH North 89"24'09" East, 164.88 feet to a 1/2" iron rod found for the northwest corner of the called 2.0 acro Jorry E. Crawford Iract (6728/1826);

THENCE South 00 9 107'57" East, departing Crawford Farms Blocks 1-9 addition and with the west line of the 2.0 acre Crawford tract, for a distance of 400.90 feet to a 5/8" capped from rod found for the southwest corner of the 2.0 acre Crawford tract;

THENCE North 29 9 49'50" East, along the south line of the 2.0 acre Crawford tract, for a distance of 231.66 feet;

THENCE S 00 9 05'46" E, with a fence line for a distance of 1395.58 feet to the POINT OF BEGINNING and containing 94/26 acres of land, more or less.

Ex. B - pg. 4

June 20, 2002

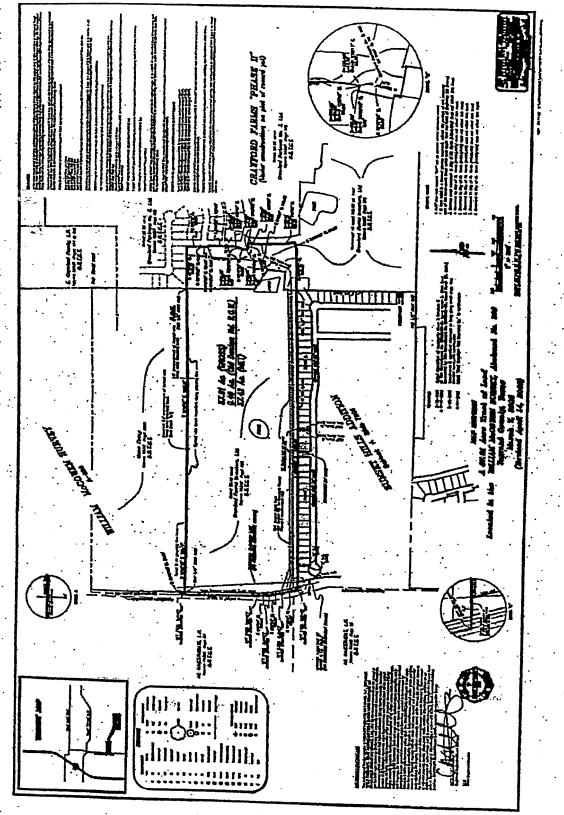
EXHIBIT C

PHASE III

040485:73822 : DALLAS : 1166254.1

PHASE III EXHIBIT C

1.69 J.X3



All that certain tract or parcel of land lying and being situated in the William McCowen Survey, Abstract No. 999, situated about 12 miles north from the courthouse in Tarrant County, Texas, and being all of the called 51.48 acre tract of land described in the deed to Crawford Farms Investors, Ltd. recorded in Volume 14340, Page 222, Deed Records of Tarrant County, Texas, and also being a portion of the land described in the deed to Crawford Farms Investors, Ltd. recorded in Volume 14340, Texas, and also being a portion of the land described in the deed to Crawford Farms Investors, Ltd. recorded in Volume 15887; Page 174; Deed Records of Farmant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for the northeast corner of said 51.48 acre tract, said point also being the southeast corner of the Mona Finley tract described by deed recorded in Volume 9573, Page 2298, Deed Records of Tarrant County, Texas, and said point also being the most northerly southwest corner of a tract of land described in deed to Crawford Partners No. 2, Ltd. recorded in Volume 15887, Page 175, Deed Records of Tarrant County, Texas;

THENCE with the west line of said Crawford Partners No. 2, Ltd. tract the following courses and distances:

North 89°18'46" East, 342.51 feet; South 0°41'51" East, 120.03 feet; South 89°18'07" West, 5.00 feet; South 0°41'53" East, 50.00 feet; North 89°18'07" East, 5.00 feet; South 0°41'53" East, 184.15 feet to th

South 0°41'53" East, 184.15 feet to the beginning of a curve to the right having a radius of 375.00 feet and a chord bearing South 4°20'19" West, 65.84 feet;

THENCE along the arc of said curve to the right, departing the west line of said Crawford Partners No. 2 tract, for a distance of 65.93 feet to a point in the west line of said Crawford Partners No. 2 tract and the beginning of a curve to the left having a radius of 380.00 feet and a chord bearing North 78°30'03" West, 8.86 feet;

THENCE along the arc of said curve to the left, and with the line of said Crawford Partners No. 2 tract, for a distance of 8.86 feet;

THENCE with the west line of said Crawford Partners No. 2, Ltd. tract the following courses and distances:

South 10°49'52" West, 60.00 feet to the beginning of a curve to the right having a radius of 320.00 feet and a chord bearing South 78°43'00" East, 5.05 feet;

Along the arc of said curve to the right for a distance of 5.05 feet to the beginning of a non-tangent curve to the left having a radius of 275.00 feet and chord bearing South 10°44'44" West, 11.50 feet; Along the arc of said curve to the left for a distance of 11.50 feet;

South 80°28'04" East, departing said Crawford Partners No. 2 west line, 52.35 feet to the beginning of a curve to the left having a radius of 375.00 feet and a chord bearing South 4°23'30" West, 66.54 feet;

Ex. C pg.2

THENCE along the arc of said curve to the left for a distance of 66.62 feet;

L.1LDDU_EB02236VdocsULegacy_fidnotes.wpd

3.07.03

THENCE South 0°41'53" East, 149.83 feet to the beginning of a curve to the left having a radius of 675,00 feet and a chord bearing South 7°19'15" East, 155.70 feet;

THENCE along the arc of said curve to the left for a distance of 156.05 feet;

THENCE South 76°03'22" West, 50.00 feet;

THENCE South 89°18'07" West, 336.06 feet to a ½" iron rod found at fence corner for the southeast corner of the said 51.48 acre Crawford Farms Investors tract, said point also being the northeast corner of the SUNSET HILLS ADDITION, an addition to the City of Fort Worth shown on plat recorded in Cabinet A, Slide 7806, Plat Records of Tarrant County, Texas;

THENCE, South 88°43'52" West, along the south line of said 51.48 acre Crawford Farms Investors tract, for a distance of 2423.34 feet to a steel survey marker stamped "TNP" set in the approximate centerline of Old Denton Road;

THENCE, with the approximate centerline of Old Denton Road, the following calls:

North 15°10'24" West for a distance of 134.50 feet to a set steel survey marker stamped "TNP"; North 09°36'24" West for a distance of 100.00 feet to a set steel survey marker stamped "TNP"; North 04°53'24" West for a distance of 100.00 feet to a set steel survey marker stamped "TNP"; North 01°01'24" West for a distance of 587.10 feet to a set steel survey marker stamped "TNP";

THENCE, South 89°47'32" East, departing said centerline, for a distance of 23.99 feet to a 1/2" iron rod found at the west side of a cross-tie comer post in the apparent east right-of-way line of Old Denton Road;

THENCE South 89°35'49" East, more or less with an old barbed wire fence line along the south line of the said Finley tract, for a distance of SS8.33 feet;

THENCE, North 89°18'07" East, continuing with the south line of said Finley tract and generally with said fence line, for a distance of 1903.18 feet to the POINT OF BEGINNING and containing 57.91 acres of land, of which 0.49 acres lies within the apparent right-of-way of Old Denton Road, leaving a net area of 57.42 acres of land, more or less.

Ex.C pg.3

Bearings are based on Texas State Plane Coordinates, as determined by GPS.

This description is based on a survey and plat made by Charles R. McIlroy. Registered Professional Land Surveyor Number 5136, Teague Nall and Perkins, Inc., dated March 7, 2003.

L'UDDULEB02236/docs/Legacy_fidnotes.wpd



EXHIBIT D

DUPLEX LAND

040485:73822 : DALLAS : 1166254.1

. .

DUPLEX LAND EXHIBIT D

EXHIBIT D

BEING all that c ertain tract or p arcel of l and s ituated in T arrant C ounty, T exas, b eing 20.92 acres of land situated in the William McCowen Survey, Abstract No. 999, 11-1/2 miles NE of Fort Worth, Texas, and also being a remainder part of the E. Crawford Family, L.P. land described in Volume 12931 at Pages 414 and 416, Deed Records of Tarrant County, Texas (D.R.T.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "TNP" found at the Southwest corner of Lot 19, Block 1, Crawford Farms Blocks 1-9, an addition to the City of Fort Worth, Texas as shown on correction plat recorded in Cabinet A, Slide 7124, Plat Records of Tarrant County, Texas;

THENCE South 0 degrees 52 minutes 13 seconds East, with the West line of a tract of land conveyed by Crawford Farms Investors, Ltd. to Crawford Partners No. 2 Ltd. as described in deed recorded in Volume 15887, Page 175, D.R.T.C.T., for a distance of 563.33 feet to the Southeast corner of the herein described tract;

THENCE South 89 degrees 07 minutes 47 seconds West, continuing with the boundary of said Crawford Partners No. 2, Ltd. tract, for a distance of 500.50 feet to a 5/8" iron rod with plastic cap stamped "TNP" set at the most Westerly Northwest corner of said Crawford Partners No. 2, Ltd. tract, said point also being the Southwest corner of the herein described E. Crawford Family, L.P. remainder tract and also being in the East line of the called 43.1632 acre Mona Finley tract described by deed recorded in Volume 9573, Page 2298, D.R.T.C.T.;

THENCE North 0 degrees 43 minutes 31 seconds West, with the West line of the herein described remainder tract, and with the East line of said Finley tract, for a distance of 196.12 feet to a found 3" diameter steel fence post for the Northeast corner of the Finley tract, said point also being the Southeast corner of a tract of land described in deed to Prestige Gunite, Inc. recorded in Volume 13574, Page 526, D.R.T.C.T.;

THENCE North 00 degrees 52 minutes 52 seconds West, with the East line of said Prestige Gunite tract, for a distance of 381.56 feet to a 1/2" iron rod found for the Northeast corner of said Prestige Gunite tract, said point also being the Southeast corner of the Strand Investment Partnership tract, recorded in Volume 14580, Page 86, D.R.T.C.T.;

THENCE North 0 degrees 51 minutes 30 seconds West, with the East line of said Strand Investment Partnership tract, for a distance of 377.76 feet to a 1/2" iron rod found at the base of a 4" cedar fence corner post for the Northeast corner of said Strand tract, said point also being the Southeast corner of the called 15.0 acre Anna N. Randall, Trustee tract (Volume 11611 Page 2134, D.R.T.C.T.);

THENCE North 00 degrees 26 minutes 29 seconds West, with the East line of said Randall tract, for a distance of 327.55 feet to a 4"x 4" concrete monument found for the Northeast corner of the Randall tract, said point also being the Southeast corner of the called 25.002 acre D.R. Riddel et al tract (Volume 7319 Page 1272, D.R.T.C.T.);

THENCE North 00 degrees 47 minutes 16 seconds West, with the East line of said Riddel tract for a distance of 444.10 feet to a 4"x 4" concrete monument found for the Northeast corner of said Riddel tract, said point also being the Southeast corner of Monte Vista Acres addition, an addition in Tarrant County as shown by plat recorded in Volume 388-145, Page 89, Plat Records of Tarrant County, Texas;

THENCE North 00 degrees 15 minutes 39 seconds West, with the East line of said Monte Vista Acres addition, for a distance of 101.94 feet to a 5/8" iron rod found for the Southwest corner of the Stephen Long et ux tract (Volume 9212, Page 2281, D.R.T.C.T.), said point also being the Northwest corner of the herein described tract;

THENCE North 89 degrees 42 minutes 14 seconds East, with an old fence line for a distance of 273.41 feet to a 5/8" iron rod found for the Southeast corner of said Long tract, said point also being on the South right-of-way line of Golden Triangle Boulevard (Volume 5529, Page 10, and Volume 5532, Page 126, D.R.T.C.T.);

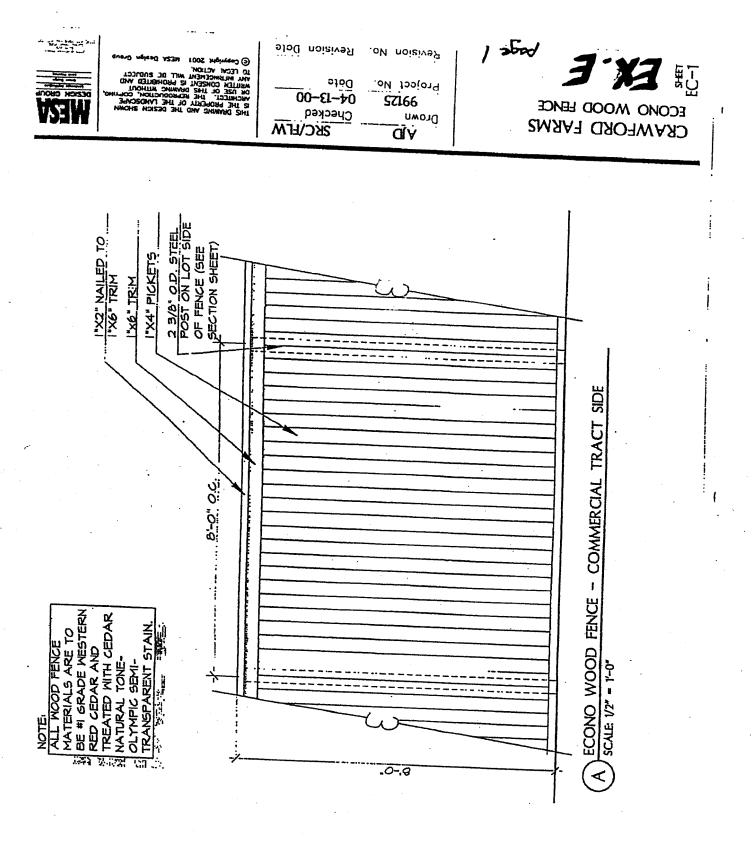
THENCE North 89 degrees 46 minutes 40 seconds East, 222.43 feet to a point;

THENCE South 0 degrees 52 minutes 13 seconds East, at 55.86 feet passing a 5/8" iron rod with plastic cap set for the Northwest corner of said Crawford Farms Blocks 1-9 addition, and continuing in all a distance of 1260.42 feet to the POINT OF BEGINNING and containing 20.92 acres of land, more or less, of which 0.17 acres lies within Golden Triangle Boulevard, leaving a net area of 20.75 acres.

EXHIBIT E

SPECIFICATIONS FOR 8 FOOT ECONO WOOD FENCE

SPECIFICATIONS FOR 8 FOOT ECONO WOOD FENCE EXHIBIT E



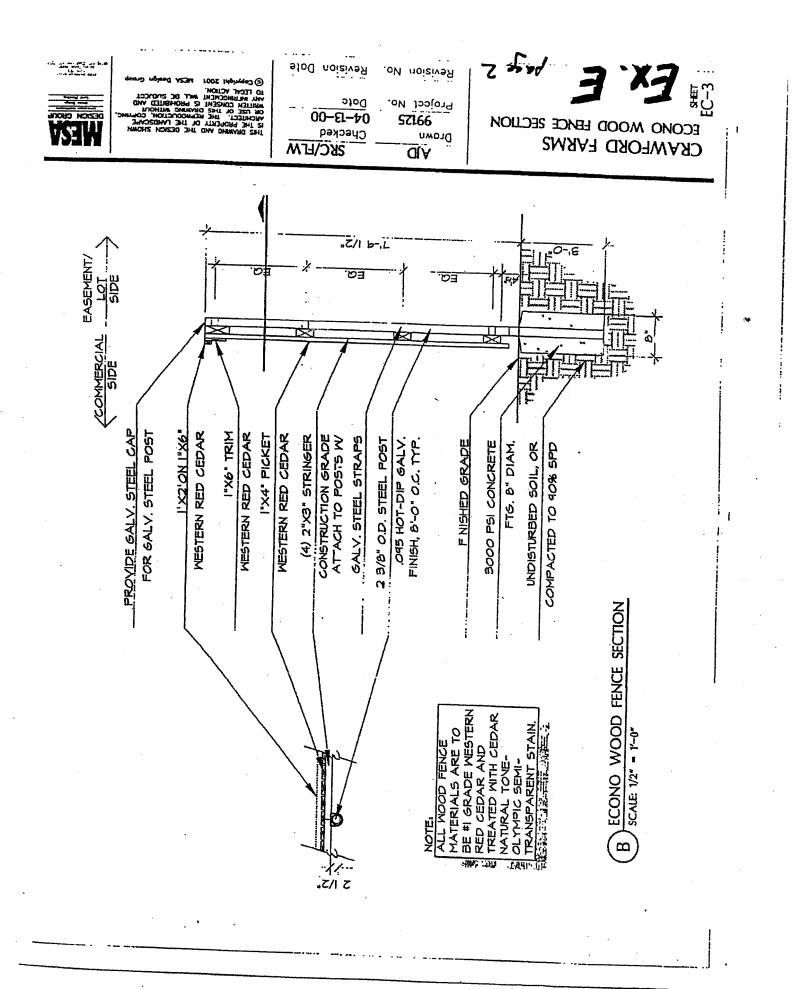


EXHIBIT F

SPECIFICATIONS FOR 6 FOOT DECORATIVE WOOD FENCE

SPECIFICATIONS FOR 6 FOOT DECORATIVE WOOD FENCE EXHIBIT F

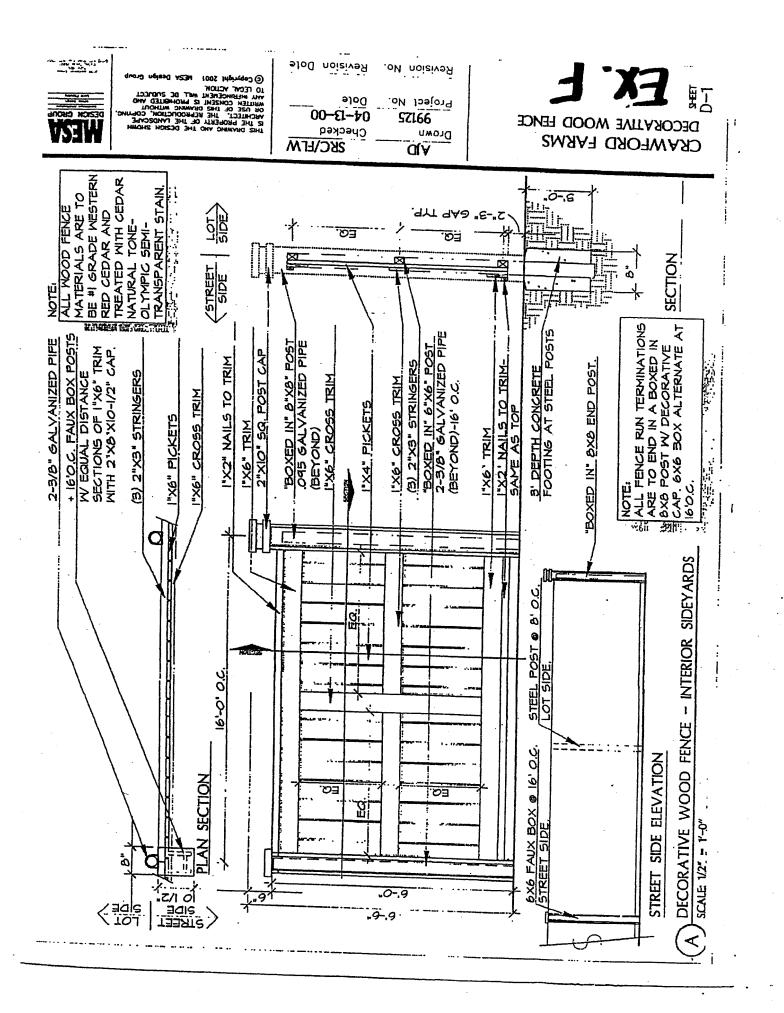


EXHIBIT G-1

INTERIOR SCREENING PLAN FOR PHASE I

040485:73822 : DALLAS : 1166254.1

INTERIOR SCREENING PLAN FOR PHASE I EXHIBIT G-1

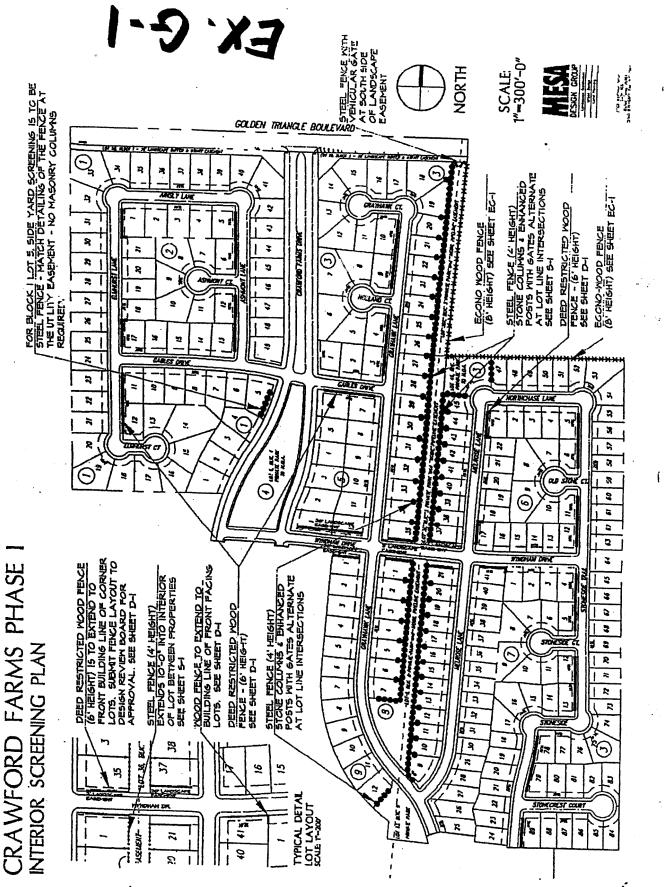


EXHIBIT G-2

INTERIOR SCREENING PLAN FOR PHASE II

040485:73822 : DALLAS : 1166254.1

INTERIOR SCREENING PLAN FOR PHASE II EXHIBIT G-2

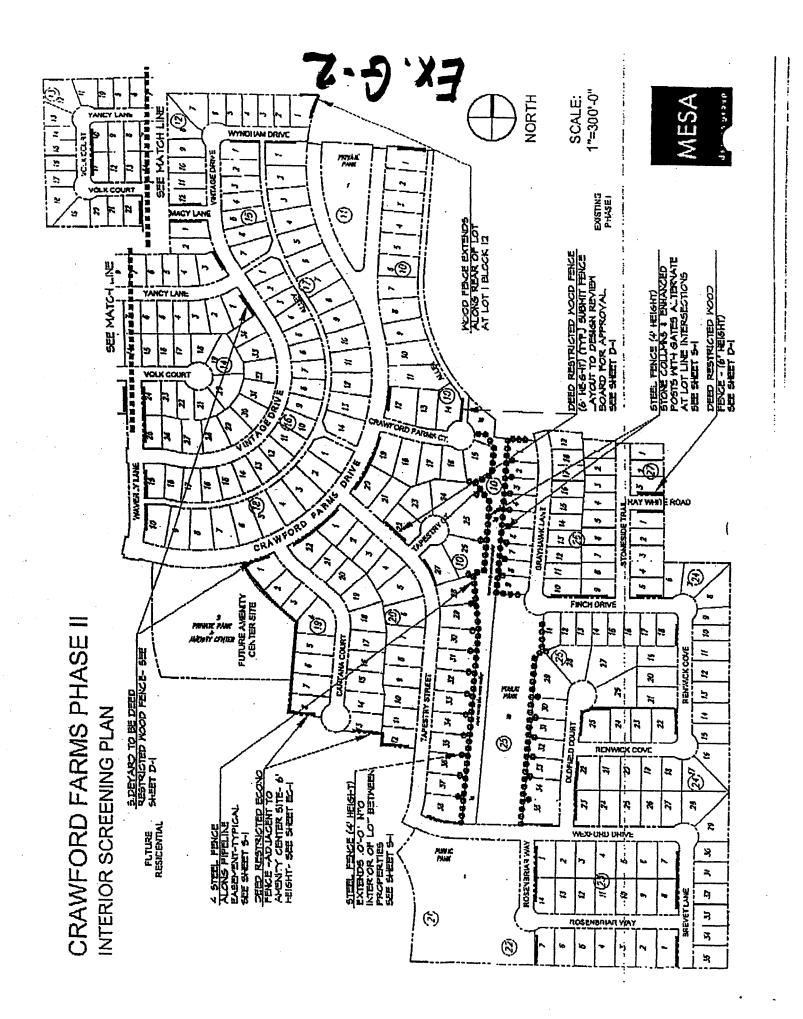
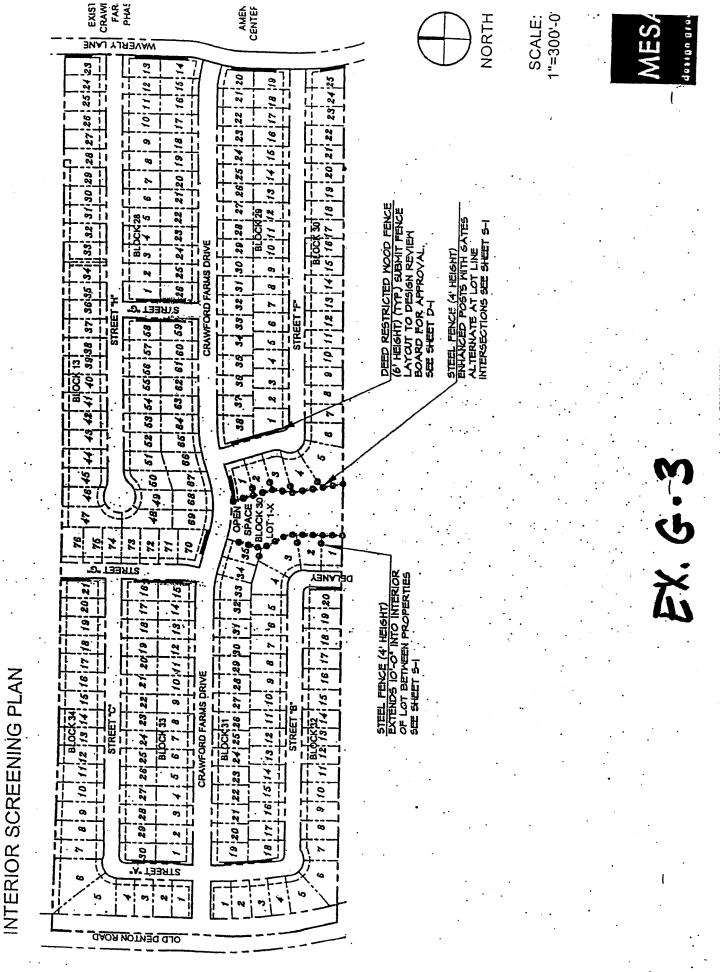


EXHIBIT G-3

INTERIOR SCREENING PLAN FOR PHASE III

INTERIOR SCREENING PLAN FOR PHASE III EXHIBIT G-3



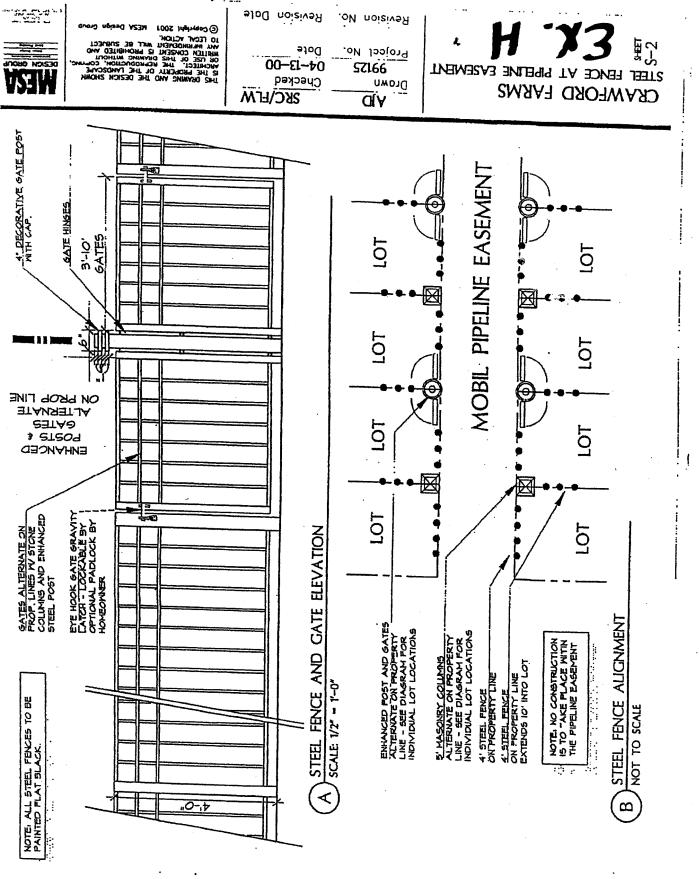
CRAWFORD FARMS PHASE III

•--- .

EXHIBIT H

SPECIFICATIONS FOR DECORATIVE METAL FENCE

SPECIFICATIONS FOR DECORATIVE METAL FENCE EXHIBIT H

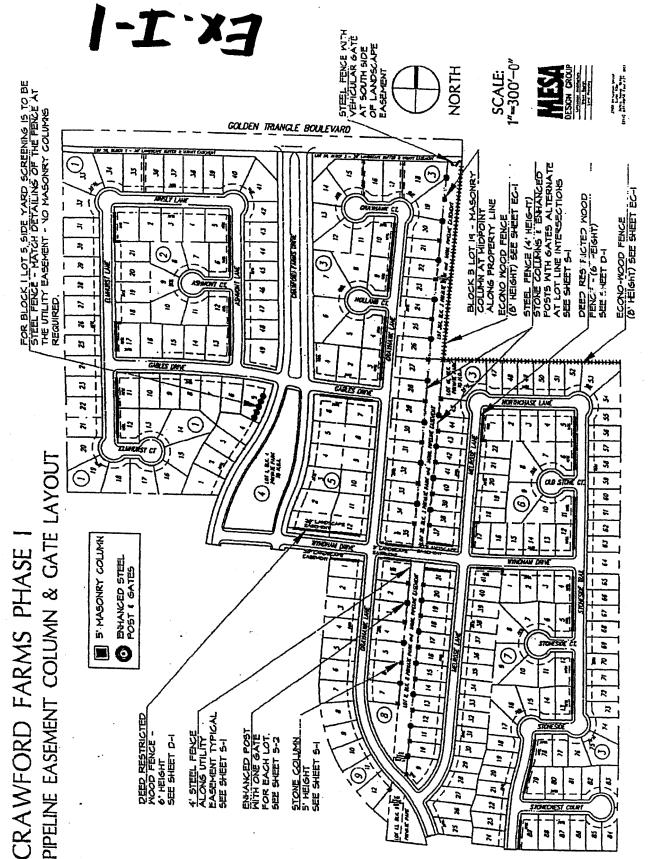


----.

EXHIBIT I-1

COLUMN AND GATE LAYOUT FOR PHASE I

COLUMN AND GATE LAYOUT FOR PHASE I EXHIBIT I-1



í

EXHIBIT I-2

COLUMN AND GATE LAYOUT FOR PHASE II

COLUMN AND GATE LAYOUT FOR PHASE II EXHIBIT I-2

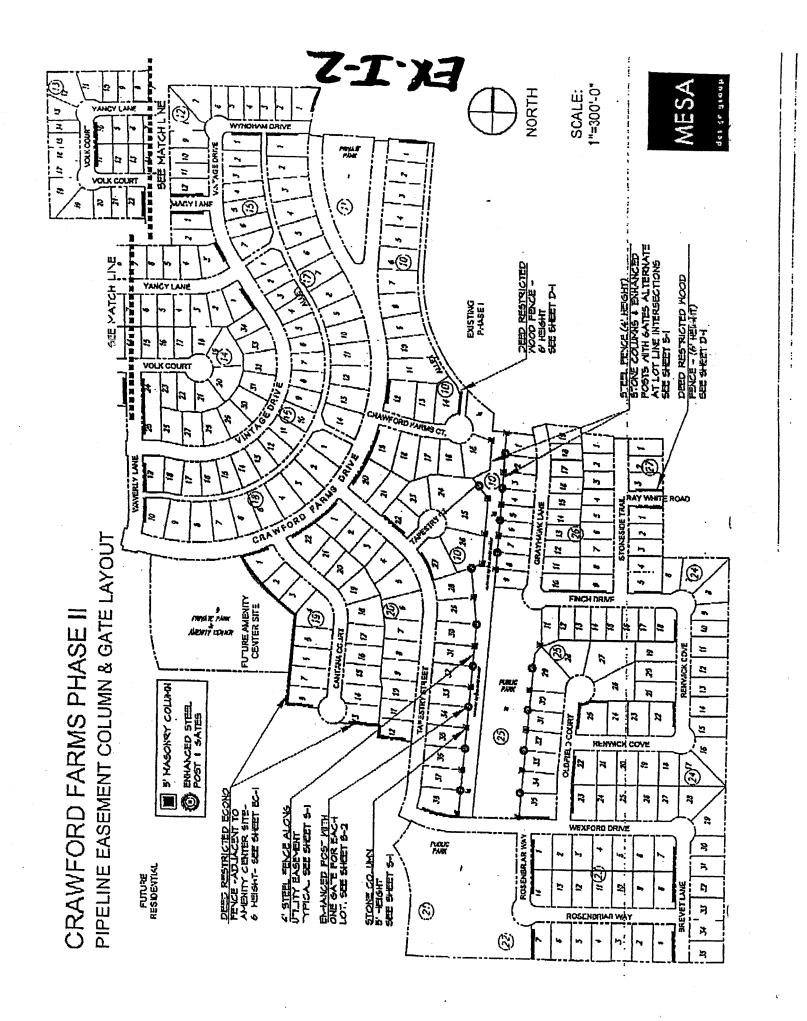
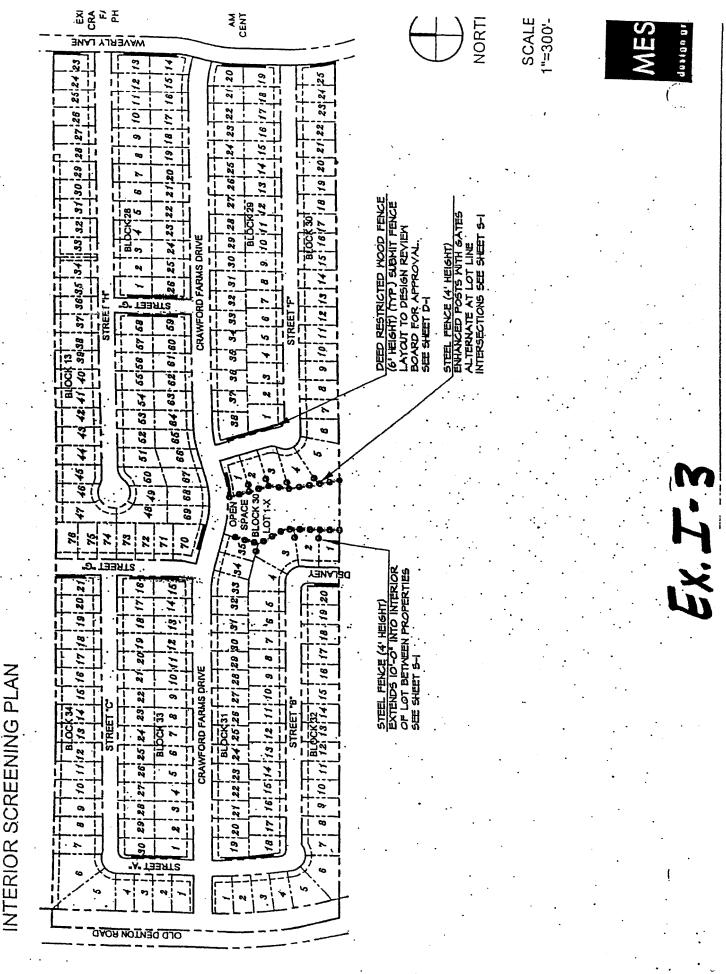


EXHIBIT I-3

COLUMN AND GATE LAYOUT FOR PHASE III

•

COLUMN AND GATE LAYOUT FOR PHASE III EXHIBIT I-3



CRAWFORD FARMS PHASE

D203259006 DIANA LANSING REPUBLIC TITLE OF TEXAS 2626 HOWELL ST FL 10 DALLAS TX 75204 4064

-WARNING-THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED -- TARRANT COUNTY TEXAS SUZANNE HENDERSON -- COUNTY CLERK OFFICIAL RECEIPT

T O: REPUBLIC TITLE OF TEXAS INC

RECEIPT NO	·	REGISTER	RECD-BY	PRINTED DATE	TIME
203433007		DR92	DW	07/17/2003	14:41

INSTRUMENT FEECD INDEXED TIME RECVD 1 D203259006 WD 20030717 14:41 CK 2574

TOTAL: DOCUMENTS: 01 FEES: 145.00

В Ү:

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Deeds

FILED TARRANT COUNTY TEXE

DEED RESTRICTION - MITIGATININ23 Fill 1: 1.9

T 7

STATE OF TEXAS COUNTY OF TARRANT §

SUZANNE NE NERSON COUNTY CLERK KNOW ALL MEN BY THESE PRESENTS THAT: RY

§

CRAWFORD FARMS INVESTORS, LTD., a Texas limited partnership ("Owner") is the owner of the approximate 1.68-acre tract of real property more particularly described and shown in Exhibit A (the "Property") attached hereto and made a part hereof. The Property is subject to Special Conditions of U.S. Army Corps of Engineers ("USACE") Authorization for Project Number 200400380, dated May 19, 2005 (the "Authorization").

One of the Special Conditions of the Authorization requires that restrictions be placed of record affecting the Property for the purpose of providing compensation for adverse impacts to Waters of the United States. Any purchaser of all or part of the Property or any person having an interest in or proposing to acquire an interest in all or part of the Property, or any person proposing to develop or improve all or any part of the Property, is hereby notified that development restrictions, as well as maintenance and short/long term management requirements, affecting the Property are as follows:

- 1. The Property is hereby dedicated in perpetuity as a Stream Mitigation Area associated with the development of adjacent land located in Fort Worth, Tarrant County, Texas and shown on Exhibit A. The Property shall not be disturbed except by those activities specifically provided for in the Compensatory Mitigation Plan dated February 18, 2005 (the "Mitigation Plan"), created for Owner by Jones & Ridenour, Inc. and approved by USACE or by those USACEapproved activities that would not materially, adversely affect the intended extent, condition and function of the Stream Mitigation Area. Unless otherwise specified in the Mitigation Plan, livestock grazing, mowing and similar activities are not allowed. Disturbance of the Property may require Department of the Army authorization.
- 2. Owner and its successors and assigns shall be responsible for maintenance and short/long term management of the Property in accordance with Section IV of the Mitigation Plan.
- 3. This restriction shall not be removed or revised without obtaining a modification of the Authorization and/or prior written approval of USACE. Modifications to the Authorization may be granted only by USACE.

This Notice of Restriction does not grant any property rights or exclusive privileges.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ACKNOWLEDGMENT COPY

EXECUTED EFFECTIVE THIS

CRAWFORD FARMS INVESTORS, LTD., a Texas limited partnership

- By: Crawford Farms GP-Investors, Ltd., a Texas limited partnership Its general partner
 - By: Hanover Development Company, a Texas corporation Its general partner

By:

Name: Walter Damon Title: Executive Vice President

STATE OF TEXAS

COUNTY OF DALLAS

7 This instrument was acknowledged before me on the 2016 day of 1447, 2007 by Walter Damon, Executive Vice President of Hanover Development Company, a Texas corporation, acting in its capacity as general partner of Crawford Farms GP-Investors, Ltd., a Texas limited partnership, acting in its capacity as general partner of CRAWFORD FARMS INVESTORS, LTD., a Texas limited partnership, on behalf of said limited partnership.

(Signature) SANDI R. PUSTEJOVSKY Notary Public, State of Texas (Print) Commission Expires 01-31-11 man, Notary Public in and for the State of Texas

EXHIBIT A

PROPERTY

Attached

•

.

EXHIBIT A CRAWFORD FARMS, PHASE 4 STREAM MITIGATION AREA 1.68 ACRES

Being a strip of land across Lot 9A, Block 28, Crawford Farms Phase IV, shown by plat recorded in Cabinet A, Slide 10818, Plat Records of Tarrant County, Texas, conveyed to Crawford Farms Investors, Ltd., by deed recorded in Volume 15887, Page 174, Deed Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with cap stamped TNP set at the southeast corner of said Lot 9A, on the east end of a right-of-way clip line, on the west right-of-way line of Tapestry Street;

Thence S 87°41'39" W, with said line, a distance of 11.50 feet to a point at the beginning curve to the left, having a radius of 302.00 feet and a chord bearing and distance of N 54°30'22" W, 57.91 feet, from said point, a 5/8 inch iron rod with cap stamped TNP set at the west end of said corner clip line, on the easterly right-of-way line of Waverly lane bears S 87°41'39" W, a distance of 2.92 feet;

Thence over and across said Lot 9A the following courses and distances:

Northwesterly, departing said right-of-way line, along said curve, through a central angle of 11°00'13", an arc distance of 58.00 feet to a point at the beginning of a curve to the right, having a radius of 230.06 feet and a chord bearing and distance of N 41°28'43" W, 64.14 feet;

Northwesterly, along said curve, through a central angle of 16°01'33", an arc distance of 64.35 feet to a point at the beginning of a curve to the right, having a radius of 205.16 feet and a chord bearing and distance of N 9°12'22" W, 116.42 feet;

Northerly, along said curve, through a central angle of 32°57'56", an arc distance of 118.04 feet to a point at the beginning of a curve to the left, having a radius of 47.33 feet and a chord bearing and distance of N 34°19'16" W, 57.82 feet;

Northwesterly, along said curve, through a central angle of 75°17'18", an arc distance of 62.20 feet to a point at the beginning of a curve to the right, having a radius of 294.32 feet and a chord bearing and distance of N 64°34'19" W, 153.04 feet;

Northwesterly, along said curve, through a central angle of 30°08'20", an arc distance of 154.82 feet to a point at the beginning of a curve to the left, having a radius of 142.61 feet and a chord bearing and distance of N 62°39'12" W, 46.15 feet;

Northwesterly, along said curve, through a central angle of 18°37'16", an arc distance of 46.35 feet to a point at the beginning of a curve to the right, having a radius of 306.57 feet and a chord bearing and distance of N 71°41'33" W, 89.82 feet;

Northwesterly, along said curve, through a central angle of 16°60'52", an arc distance of 90.15 feet to a point at the beginning of a curve to the left, having a radius of 153.83 feet and a chord bearing and distance of N 78°36'55" W, 69.95 feet;

Northwesterly, along said curve, through a central angle of 26°17'04", an arc distance of 70.57 feet to a point at the beginning of a curve to the left, having a radius of 283.65 feet and a chord bearing and distance of S 76°22'07" W, 75.00 feet;

Page A-2 LALDU/LEB03331/docs/Miligation Area_CF4-Park.doc

Southwesteriy, along said curve, through a central angle of 15°11'40", an arc distance of 75.22 feet to a point at the beginning of a curve to the right, having a radius of 118.50 feet and a chord bearing and distance of S 80°56'40" W, 38.92 feet;

Westerly, along said curve, through a central angle of 18°54'20^s, an arc distance of 39.10 feet to a point at the beginning of a curve to the right, having a radius of 166.72 feet and a chord bearing and distance of N 67°35'46^s W, 124.94 feet;

Northwesterly, along said curve, through a central angle of 44°00'48", an arc distance of 128.07 feet to a point at the beginning of a curve to the left, having a radius of 49.40 feet and a chord bearing and distance of N 55°39'46" W, 12,59 feet:

Northwesterly, along said curve, through a central angle of 14°38'35", an arc distance of 12.62 feet to a point for corner;

N 60°44'11" W, a distance of 20.82 feet to a point for corner:

N 29°15'49" E, a distance of 77.00 feet to a point for corner;

S 60°44'11" E, a distance of 19.66 feet to a point at the beginning of a curve to the right, having a radius of 126.40 feet and a chord bearing and distance of S 54°40'00" E, 32.89 feet;

Southeasterly, along said curve, through a central angle of 14°56'59", an arc distance of 32.98 feet to a point at the beginning of a curve to the left, having a radius of 89.72 feet and a chord bearing and distance of S 67°13'29" E, 68.32 feet;

Southeasterly, along said curve, through a central angle of 44°45'21", an arc distance of 70.08 feet to a point at the beginning of a curve to the left, having a radius of 41.50 feet and a chord bearing and distance of N 80°56'40" E, 13.63 feet:

Easterly, along said curve, through a central angle of 18°54'20", an arc distance of 13.69 feet to a point at the beginning of a curve to the right, having a radius of 1052.06 feet and a chord bearing and distance of N 73°52'57" E, 87.78 feet;

Northeasterly, along said curve, through a central angle of 4°46'54", an arc distance of 87.80 feet to a point at the beginning of a curve to the right, having a radius of 227.09 feet and a chord bearing and distance of S 81°19'39" E, 116.70 feet;

Southeasterly, along said curve, through a central angle of 29°46'39", an arc distance of 118.02 feet to a point at the beginning of a curve to the left, having a radius of 545.66 feet and a chord bearing and distance of S 67°41'05" E, 81.43 feet, from said point, a 5/8 inch iron rod with cap stamped TNP found at the southeast corner of Lot 9, Block 19 bears N 16°53'59" E, a distance of 1.18.17 feet;

Southeasterly, along said curve, through a central angle of 8°33'30", an arc distance of 81,51 feet to a point at the beginning of a curve to the right, having a radius of 219.61 feet and a chord bearing and distance of S 63°19'50" E, 66.93 feet;

Southeasterly, along said curve, through a central angle of 17°15'59", an arc distance of 66.18 feet to a point at the beginning of a curve to the right, having a radius of 30.00 feet and a chord bearing and distance of S 39°50'04" E, 15.39 feet;

Southeasterly, along said curve, through a central angle of 29°43'33", an arc distance of 15.56 feet to a point for corner;

S 24°58'18" E, a distance of 22.86 feet to a point at the beginning of a curve to the left, having a radius of 30.00 feet and a chord bearing and distance of S 55°11'10" E, 30.19 feet;

Page A-3 L:LDDUEB03331/docs/Millgallon Area_CF4-Park.doc Southeasterly, along said curve, through a central angle of 60°25'43", an arc distance of 31.64 feet to a point for corner;

S 85°24'01" E, a distance of 66.85 feet to a point at the beginning of a curve to the right, having a radius of 30.00 feet and a chord bearing and distance of S 79°28'24" E, 6.20 feet;

Southeasterly, along said curve, through a central angle of 11°51'15", an arc distance of 6.21 feet to a point at the beginning of a curve to the right, having a radius of 124.33 feet and a chord bearing and distance of S 34°17'18" E, 157.36 feet;

Southeasterly, along said curve, through a central angle of 78°30'55", an arc distance of 170.38 feet to a point at the beginning of a curve to the left, having a radius of 128.16 feet and a chord bearing and distance of S 7°39'48" E, 69.44 feet;

Southeasterly, along said curve, through a central angle of 31°26'17", an arc distance of 70.32 feet to a point at the beginning of a curve to the left, having a radius of 153.06 feet and a chord bearing and distance of S 49°26'33" E, 73.97 feet:

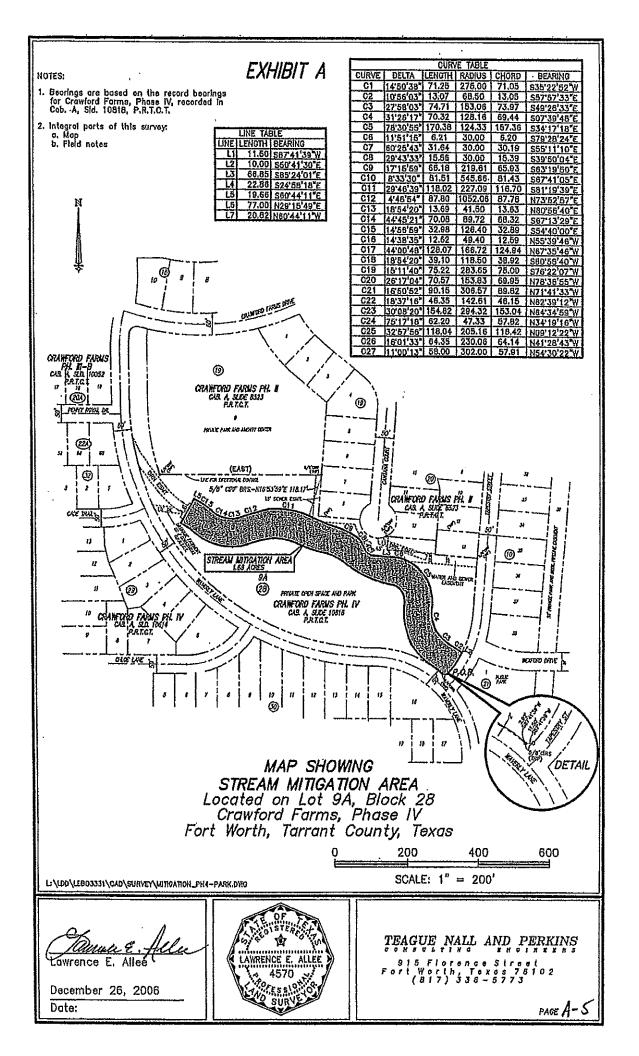
Southeasterly, along said curve, through a central angle of 27°58'03", an arc distance of 74.71 feet to a point at the beginning of a curve to the right, having a radius of 68.50 feet and a chord bearing and distance of S 57°57'33" E, 13.05 feet:

Southeasterly, along said curve, through a central angle of 10°56'03", an arc distance of 13.07 feet to a point for corner;

S 50°41'30" E, a distance of 10.00 feet to a point on the west right-of-way line of Tapestry Street, at the beginning of a curve to the right, having a radius of 275.00 feet and a chord bearing and distance of S 35°22'52" W, 71.05 feet;

Southwesterly, along said curve, through a central angle of 14°50'38", an arc distance of 71.25 feet to the Point of Beginning and containing 1.68 acres of land more or less.

A-4 L:UDDV_EB03331\docs\Millgallon Area_CF4-Park.doc





DIANA LANSING REPUBLIC TITLE 2626 HOWELL ST 10TH FLOOR DALLAS TX 75204 Submitter: REBPUBLIC TITLE OF TEXAS

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/23/2008 01:07 PM Instrument #: D208286859 OPR 8 PGS

\$40.00

By: _

D208286859

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUCMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. SPECIAL WARRANTY DEED THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS COUNTY OF TARRANT §

That CRAWFORD PARTNERS NO. 2, Ltd., a Texas limited partnership (the "Grantor") acting herein by and through its duly authorized representative for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 5950 Berkshire Lane, Suite 1200, Dallas, Texas 75225 the property (the "Property") described on Exhibit A, attached hereto and hereby made part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in an to any strips or gores of real estate adjoining the Property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to all matters of record, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "<u>Permitted Encumbrances</u>"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

,

. . .

Reminder of This Page Left Blank Intentionally

IN TESTIMONY WHEREOF, this instrument is executed this 5th day December, 2007.

CRAWFORD PARTNERS NO. 2, Ltd., a Texas limited partnership

- By: Crawford-GP Partners, Ltd., a Texas limited partnership, its general partner
 - By: Hanover Services Group, Inc., a Texas corporation, its general partner

By:

Walter Damon / Executive Vice President

STATE OF TEXAS COUNTY OF DALLAS

This instrument was acknowledged before me on December 5, 2007, by Walter Damon, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, acting in its capacity as general partner of Crawford-GP Partners, Ltd., a Texas limited partnership, acting in its capacity as general partner of Crawford Partners No., 1, Ltd., a Texas limited partnership, on behalf of said corporation and partnerships.



ş ş ş

Notary Public in and for the State of TEXAS Printed Name: <u>MANY MCDIM</u>ald My commission expires: (<u>13/69</u>

Exhibit A - Property Description

PROPERTY DESCRIPTION

1 (n. 1997) 1 (n. 1997)

Being two parcels of land located in the City of Fort Worth, Tarrant County, Texas, a part of the William McCowen Survey, Abstract No. 999, and being all of Lot 1, Block 11 and Lot 39, Block 25 of Crawford Farms, as shown on the plat recorded in Cabinet A, Slide 6662 and Slide 8524, Plat Records of Tarrant County, Texas on July 25, 2003.

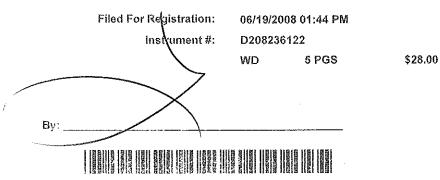
After recording return to: Walter Damon Hanover Property Co. 5950 Berkshire Ln, Ste. 1200 Dallas, TX 75225 

WALTER DAMON III HANOVER PROPERTY CO 5950 BERKSHIRE LANE #1200 DALLAS TX 75225

Submitter: WALTER DAMON III

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D208236122

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUCMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

8 8

THE STATE OF TEXAS COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS

That CRAWFORD PARTNERS NO. 1, Ltd., a Texas limited partnership (the "Grantor") acting herein by and through its duly authorized representative for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 5950 Berkshire Lane, Suite 1200, Dallas, Texas 75225 the property (the "Property") described on Exhibit A, attached hereto and hereby made part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in an to any strips or gores of real estate adjoining the Property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to all matters of record, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "<u>Permitted Encumbrances</u>"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

> Reminder of This Page Left Blank Intentionally

IN TESTIMONY WHEREOF, this instrument is executed this 5th day December, 2007.

CRAWFORD PARTNERS NO. 1, Ltd., a Texas limited partnership

- By: Crawford-GP Partners, Ltd., a Texas limited partnership, its general partner
 - By: Hanover Services Group, Inc., a Texas corporation, its general partner

By:

Walter Damon Executive Vice President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on December 5, 2007, by Walter Damon, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, acting in its capacity as general partner of Crawford-GP Partners, Ltd., a Texas limited partnership, acting in its capacity as general partner of Crawford Partners No., 1, Ltd., a Texas limited partnership, on behalf of said corporation and partnerships.



ş

8

Mary Maral Notary Public in and for

Exhibit A - Property Description

Signature Page to Special Warranty Deed

PROPERTY DESCRIPTION

Being six parcels of land located in the City of Fort Worth, Tarrant County, Texas, a part of the William McCowen Survey, Abstract No. 999, and being all of Lot 50, Block 1, Lots 36, 36-A, 90, Block 3, Lot 8, Block 8 and Lot 13, Block 9 of Crawford Farms, as shown on the plat recorded in Cabinet A, Slide 6662, Plat Records of Tarrant County, Texas on May 17, 2001.

After recording return to: Walter Damon Hanover Property Co. 5950 Berkshire Ln, Ste. 1200 Dallas, TX 75225



WALTER DAMON III HANOVER PROPERTY CO 5950 BERKSHIRE LANE #1200 DALLAS TX 75225

Submitter: WALTER DAMON III

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: Instrument #:

By:

06/19/2008 01:44 PM D208236123 WD 5 PGS

\$28.00

D208236123

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CN

NOTICE OF CONFIDENTIALIT	<u>ry rights: if you</u>	ARE A NATURAL PERSON.
YOU MAY REMOVE OR STR	IKE ANY OF THE F	FOLLOWING INFORMATION
		OR RECORD IN THE PUBLIC
RECORDS: YOUR SOCIAL SE	CURITY NUMBER O	R YOUR DRIVER'S LICENSE
NUMBER.		
SPE	CIAL WARRANTY DE	EBEC'D OCT 0 2 2007
THE STATE OF TEXAS	§ § KNOW AL]	L MEN BY THESE PRESENTS:
COUNTY OF TARRANT	Š	

That CRAWFORD PARTNERS NO. 2, Ltd., a Texas limited partnership (the "Grantor") acting herein by and through its duly authorized representative for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 5950 Berkshire Lane, Suite 1200, Dallas, Texas 75225 the property (the "Property") described on Exhibit A, attached hereto and hereby made a part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in and to any strips or gores of real estate adjoining the Property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to all matters of record, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "<u>Permitted Encumbrances</u>"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Remainder of This Page Left Blank Intentionally IN TESTIMONY WHEREOF, this instrument is executed this / day of June, 2007.

CRAWFORD PARTNERS NO. 2, Ltd., a Texas limited partnership

- By: Crawford-GP Partners, Ltd., a Texas limited partnership, its general partner
 - By: Hanover Services Group, Inc., a Texas corporation, its general partner

Bv:

Name: Walter Damon Title: Executive Vice President

STATE OF TEXAS COUNTY OF DALLAS

This instrument was acknowledged before me on June \angle , 2007, by Walter Damon, Executive Vice President of Hanover Services Group, Inc., a Texas corporation, acting in its capacity as general partner of Crawford-GP Partners, Ltd., a Texas limited partnership, acting in its capacity as general partner of Crawford Partners No. 2, Ltd., a Texas limited partnership, on behalf of said corporation and partnerships.

§ § §

[SEAL]



Exhibit A - Property Description

Notary Public in and for the State of T E X A S Printed Name: <u>Mary Manald</u> My commission expires: <u>6 / 13/69</u>

Signature Page to Special Warranty Deed

PROPERTY DESCRIPTION

Being a parcel of land located in the City of Fort Worth, Tarrant County, Texas, a part of the William McCowen Survey, Abstract No. 999, and being all of Lot 9, Block 19 of Crawford Farms, as shown on the plat recorded in Cabinet A, Slide 8523, Plat Records of Tarrant County, Texas.



HANOVER PROPERTY CO WALTER DAMON 5950 BERKSHIRE LANE # 1200 DALLAS TX 75225

Submitter: WALTER H DAMON III

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

	WD	5 PGS	\$28.00
Instrument #:	D207338463		
Filed For Registration:	09/21/20	07 03:56 PM	

By: __

D207338463

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORM FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE **RECORDS:** RECU UUTO 2 200 NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS § § § KNOW ALL MEN BY THESE PRESENTS: **COUNTY OF TARRANT**

That CRAWFORD FARMS INVESTORS, LTD., a Texas limited partnership (the "Grantor") acting herein by and through its duly authorized representative for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation (the "Grantee") the receipt of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, whose address is 5950 Berkshire Lane, Suite 1200, Dallas, Texas 75225 the property (the "Property") described on Exhibit A, attached hereto and hereby made a part hereof, together with (i) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Property and the improvements to the Property, if any, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the Property and in and to any strips or gores of real estate adjoining the Property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to all matters of record, to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property (collectively, the "<u>Permitted Encumbrances</u>"), and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

> **Remainder of This Page** Left Blank Intentionally

IN TESTIMONY WHEREOF, this instrument is executed this / day of June, 2007.

CRAWFORD FARMS INVESTORS, LTD., a Texas limited partnership

- By: Crawford Farms GP-Investors, Ltd., a Texas limited partnership Its general partner
 - By: Hanover Development Company, a Texas corporation Its general partner

By: Name: Walter Damon

Title: Executive Vice President

STATE OF TEXAS COUNTY OF DALLAS

This instrument was acknowledged before me on June \angle , 2007, by Walter Damon, Executive Vice President of Hanover Development Company, a Texas corporation, acting in its capacity as general partner of Crawford Farms GP-Investors, Ltd., a Texas limited partnership, acting in its capacity as general partner of Crawford Farms Investors, Ltd., a Texas limited partnership, on behalf of said corporation and partnerships.

§ § §



Notary Public in and for the State of T E X A S Printed Name: <u>Mary M.G. S. Maral d</u> My commission expires: <u>6/13/69</u>

Exhibit A - Property Description

PROPERTY DESCRIPTION

Being a parcel of land located in the City of Fort Worth, Tarrant County, Texas, a part of the William McCowen Survey, Abstract No. 999, and being all of Lot 9A, Block 28 of Crawford Farms, as shown on the plat recorded in Cabinet A, Slide 10818, Plat Records of Tarrant County, Texas.

. .



HANOVER PROPERTY CO WALTER DAMON 5950 BERKSHIRE LANE # 1200 DALLAS TX 75225

Submitter: WALTER H DAMON III

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration: 09/21/2007 03:56 PM Instrument #: D207338462 WD 5 PGS \$28.00

By: _

D207338462

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SPECIAL WARRANTY DEED

§ §

Ş

FILED ARRAM SOLATY TEXAS

Likis

STATE OF TEXAS

2005 APR 29 PH 3: 13

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT PULTE HOMES OF TEXAS, L.P., a Texas limited partnership ("<u>Grantor</u>"), forand in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Grantor by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, having an address at c/o Premier Communities Management, 2711 N. Haskell Ave., Suite 2650, Dallas, Texas 75204 ("<u>Grantee</u>"), has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain land (the "Land") situated in Tarrant County, Texas, more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by reference for all purposes, together with any and all improvements situated thereon and all rights and appurtenances pertaining or appertaining thereto (collectively, the "Property").

This conveyance and the warranties of title contained herein are expressly made subject to all encumbrances, easements and other matters of record (the "<u>Permitted Exceptions</u>"), but only to the extent that such Permitted Exceptions are valid, subsisting and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property (subject as aforesaid) unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND THE PROPERTY IS CONVEYED AND TRANSFERRED TO GRANTEE "AS IS, WHERE IS AND WITH ALL FAULTS". GRANTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, VALUE, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT COMPLIANCE LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING THE PROPERTY, AND GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY OF THE PROPERTY. OWNERSHIP, USE, CONDITION, RESULTING FROM THE LOCATION. MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY, WHICH GRANTEE

1

HAS INSPECTED AND ACCEPTS "AS IS".

Grantee shall pay all ad valorem taxes for the year 2005 from and after the date of this Special Warranty Deed and subsequent years and, by acceptance of this Special Warranty Deed, Grantee hereby assumes sole responsibility for the payment thereof.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

2

EXECUTED to be effective as of the _____ day of April, 2005.

GRANTOR:

PULTE HOMES OF TEXAS, L.P., a Texas limited partnership

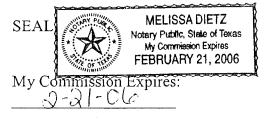
By: PN I, Inc., a Nevada corporation, its General Partner

By: Name: Title:

STATE OF TEXAS § COUNTY OF DAMAS §

BEFORE ME, the undersigned authority, on this day personally appeared <u>ANDREW DIDIER</u>, <u>CONTRCUER</u> of PN I, Inc., a Nevada corporation, General Partner of PULTE HOMES OF TEXAS, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this $\underline{\mathcal{Y}}$ day of April, 2005.



Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Crawford Farms Homeowners Association c/o Premier Communities Management 2711 N. Haskell Ave., Suite 2650 Dallas, Texas 75204

SEND TAX CERTIFICATES TO:

Crawford Farms Homeowners Association c/o Premier Communities Management 2711 N. Haskell Ave., Suite 2650 Dallas, Texas 75204

3

Exhibit "A"

BEING A TRACT OF LAND SITUATED IN THE WILLIAM MC COWEN SURVEY, ABSTRACT NO. 999, TARRANT COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED IN A DEED TO STEPHEN LONG & WIFE PAULA N. LONG, AS RECORDED IN DEED VOLUME 9212, PAGE 2281 OF THE COUNTY RECORDS OF TARRANT COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LONG TRACT, SAID POINT ALSO BEING IN THE NORTH LINE OF LOT 3, BLOCK 38 OF THE VILLAGES OF CRAWFORD FARMS, AN ADDITION TO THE CITY OF FORT WORTH AS RECORDED IN CABINET A, SLIDE NO. 9466 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, AND SAID POINT BEING IN THE EAST LINE OF MONTE VISTA ACRES AS RECORDED IN VOLUME 388-145, PAGE 89 OF SAID PLAT RECORDS;

THENCE N00° 10' 11" E, 98.30 FEET ALONG THE WEST LINE OF SAID LONG TRACT AND THE EAST LINE OF SAID MONTE VISTA ACRES TO A 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED "CARTER & BURGESS" SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF GOLDEN TRIANGLE BOULEVARD;

THENCE S70° 01' 48" E, 290.70' (PREVIOUSLY RECORDED AS S70° 27' E, 292.37') FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GOLDEN TRIANGLE BOULEVARD TO A 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF LOT 1, BLOCK 38 OF SAID VILLAGES OF CRAWFORD FARMS, SAID POINT BEING THE EASTERLY MOST CORNER OF SAID LONG TRACT;

THENCE N89° 47' 38" W, 273.52 (PREVIOUSLY RECORDED AS S89° 54' 17" E, 274.29') FEET ALONG THE SOUTH LINE OF SAID LONG TRACT AND ALONG THE NORTH LINE OF BLOCK 38 OF SAID VILLAGES OF CRAWFORD FARMS, TO THE POINT OF BEGINNING AND CONTAINING 0.309 ACRES OF LAND, MORE OR LESS, OR 13,460 SQUARE FEET OF LAND, MORE OR LESS.