

After recording return to:

Robert J. Banta
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2200 Ross Avenue, Suite 2200
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FILED
TARRANT COUNTY TEXAS

2005 SEP -1 AM 11:25

SUZANNE HENDERSON
COUNTY CLERK

SECOND AMENDMENT TO AMENDED AND 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 30th day of August, 2005 by HANOVER SERVICES GROUP, INC., a Texas corporation ("Declarant")

WITNESSETH

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. AMENDMENT. 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. Lien for Assessments. 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

or other purchaser of a Lot obtains title pursuant to judicial or non-judicial 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. RATIFICATION. Except as provided in this First Amendment, the Declaration shall continue in full force and effect in accordance with its terms.

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

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

DECLARANT:

HANOVER SERVICES GROUP, INC.,
a Texas corporation

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

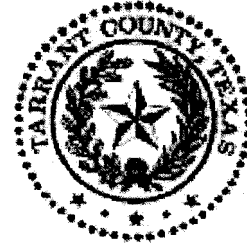
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 30 day of August, 2005, by Walter Damon, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation.

Mary McDonald
Notary Public for the State of Texas



Printed Name: MARY McDONALD
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
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Filed For Registration: 09/01/2005 11:25 AM
Instrument #: D205260399
OPR 6 PGS \$32.00

By: _____



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.