

EXECUTED AND EFFECTIVE, this 26 day of August, 2021.

DECLARANT:

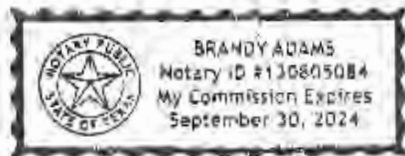
CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: Richard Gatewood
Name: Richard Gatewood
Title: President, Crawford Farms HOA

STATE OF Texas §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this 26 day of August, 2021, personally appeared Richard Gatewood President of CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein contained and in the capacity therein stated.

Brandy Adams
Notary Public



After Recording Return To:
Barton Benson Jones PLLC
Attn: Buck Benson
745 E. Mulberry, Suite 550
San Antonio, Texas 78212

3

**FIFTH AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CRAWFORD FARMS**

This FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAWFORD FARMS (this "Amendment") is made this 10 day of February, 2020 by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Association").

WHEREAS, the Association is governed by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crawford Farms recorded on July 17, 2003 as Instrument No. D203259006 of the Real Property Records of Tarrant County, Texas, as amended by the following documents, all of which are recorded in the Real Property Records of Tarrant County, Texas: (1) that certain First Amendment recorded on September 1, 2005 as Instrument No. D205260399; (2) that certain Amendment to the Amended & Restated Declaration recorded on August 15, 2008 as Instrument No. D208321299; (3) that certain Second Amendment recorded on January 22, 2010 as Instrument No. D210015596; and (4) that certain Third Amendment recorded on February 12, 2018 as Instrument No. D218030620 (collectively, and as may be further amended or supplemented, the "Declaration");

WHEREAS, pursuant to Section 8.2 of the Declaration, after the Conversion Date, the 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 the Declaration; and

WHEREAS, the Association has so voted to amend the Declaration in accordance with the procedures set forth therein and desires amend the Declaration as detailed herein.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article IV, Section 4.5 is hereby amended to add the following paragraph at the end of the section:

Notwithstanding anything herein to the contrary, no business or commercial enterprise shall be operated from or on any Lot, unless: (a) the existence and operation of the business or commercial enterprise is in no way evident or detectable from outside the residence (sight, sound, smell, or otherwise); (b) the business or commercial enterprise does not involve visitation to the residence or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents; and (c) the business or commercial enterprise is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents as may be determined in the sole and exclusive discretion of the Board. Leasing of a Lot and/or residence does not constitute a business or commercial enterprise within the meaning of this subsection.

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Page: 1 of 4

Fees: \$27.00

NOTICE

SUBMITTER: BRANDY ADAMS

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

2. Article IV, Section 4.14(c) is hereby deleted in its entirety and restated to read as follows:

(c) Political Signs. 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 prior to the ninetieth (90th) day before the date of the election to which the sign relates and are removed before the tenth (10th) day after that election date. All such political signs shall be: (i) be ground-mounted; and (ii) limited to only one (1) sign for each candidate or measure. Notwithstanding anything herein to the contrary, strictly prohibited signs shall be any sign that: (a) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (b) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; and (c) contains language, graphics, or any display that would be offensive to the ordinary person. The Association may remove a sign displayed in violation of this Declaration, including the provision of this Section 4.14(c).

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. Further, no sign, flag, or other similar display item shall be permitted if the Board finds that such sign, flag, or other display items is or may be offensive to the ordinary person, as determined in the sole and exclusive discretion of the Board.

3. All capitalized terms undefined in this Amendment shall have the same meanings herein as are prescribed to them in the Declaration.

4. In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the Declaration, this Amendment shall control. The Association hereby ratifies and affirms the Declaration, as amended hereby, and declares the same to be in full force and effect.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED as of the date first set forth above.

ASSOCIATION:

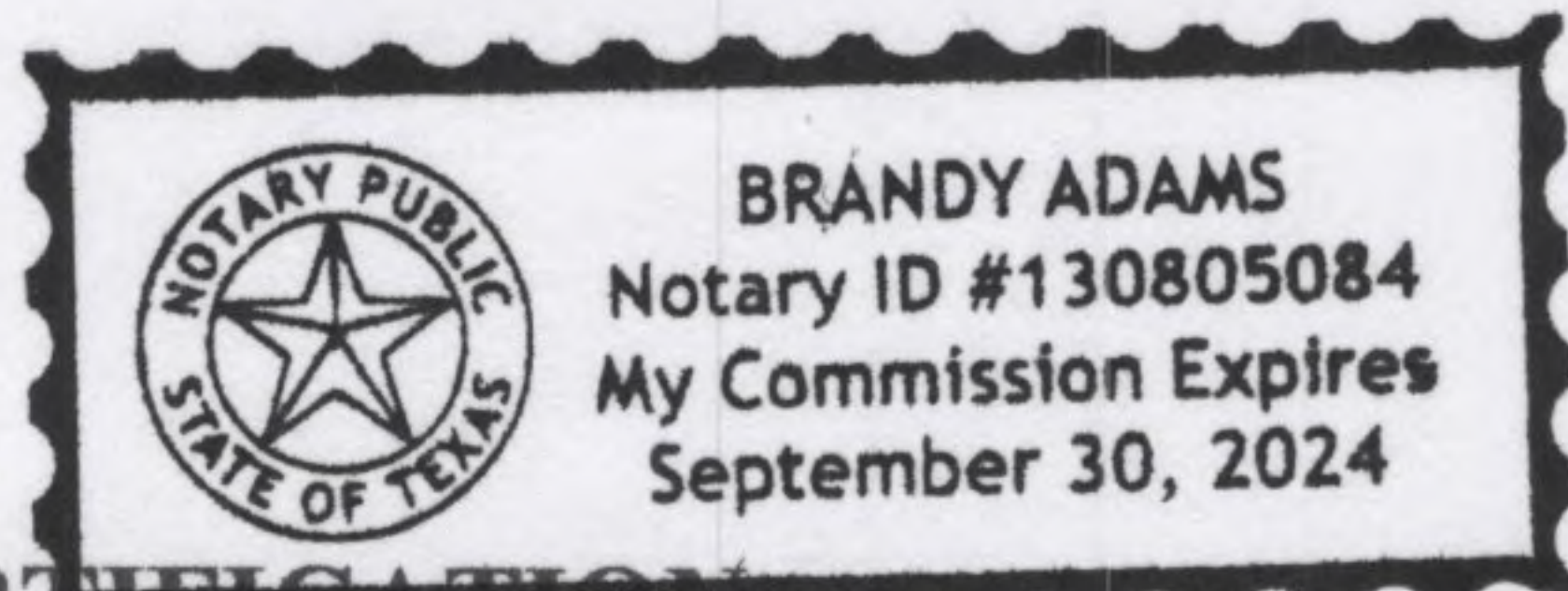
CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: *Richard Gatewood*
Name: Richard Gatewood
Title: President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

On this 10 day of February, 2020, before me, the undersigned notary public, personally appeared Richard Gatewood, President of CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Brandy Adams
Notary Public



CERTIFICATION:

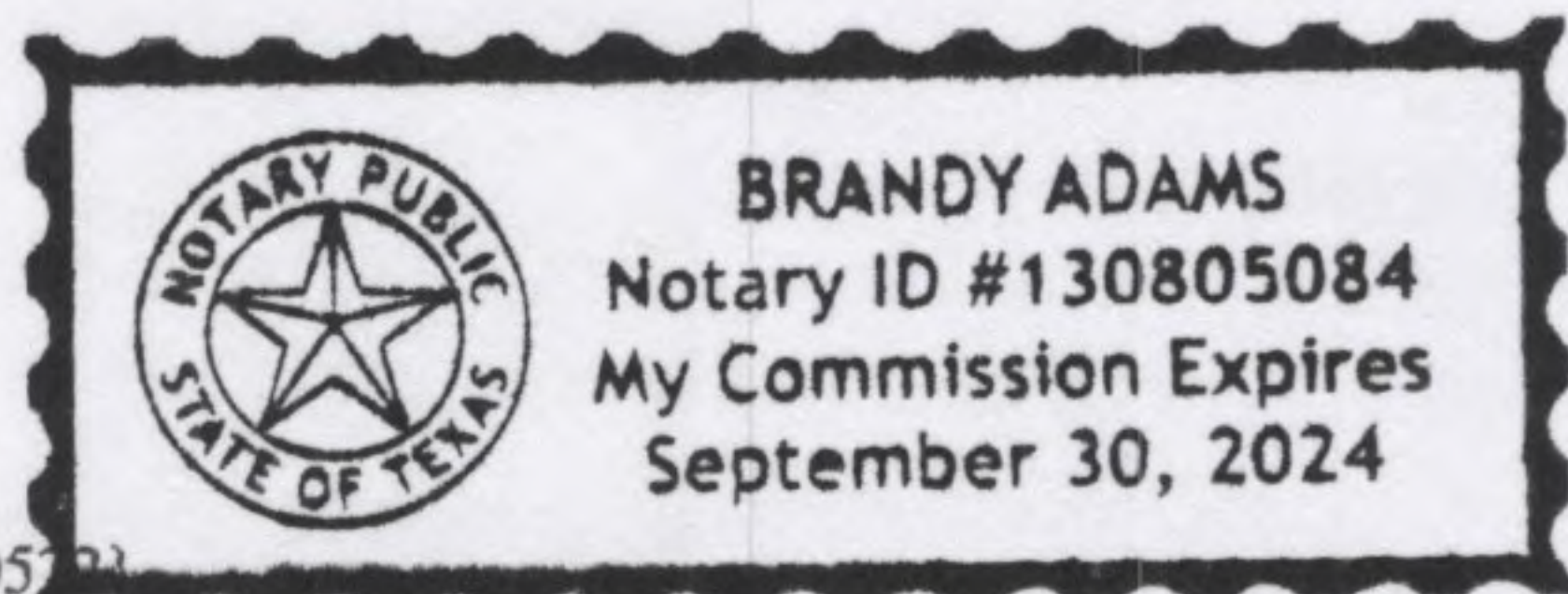
I, as Secretary of the Association, hereby certify that the Association voted to adopt this Amendment as provided herein.

By: *Ron Hoelling*
Ron Hoelling, Secretary

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 10 day of February, 2020 by Ron Hoelling, Secretary of CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Brandy Adams
Notary Public, State of Texas



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

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAVER CREEK (this "**Amendment**") is made this 8 day of February, 2018 by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "**Association**").

WHEREAS, the Association is governed by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crawford Farms recorded on July 17, 2003 as Instrument #D203259006 of the Real Property Records of Tarrant County, Texas, as amended by the following documents, all of which are recorded in the Real Property Records of Tarrant County, Texas: (1) that certain First Amendment recorded on September 1, 2005 as Instrument #D205260399; and (2) that certain Second Amendment recorded on January 22, 2010 as Instrument #D210015596 (collectively, and as may be further amended or supplemented, the "**Declaration**");

WHEREAS, pursuant to Section 8.2 of the Declaration, the Association may amend the Declaration by receiving the requisite vote of its Members, and the Association has so obtained such affirmative vote; and

WHEREAS, the Association desires amend the Declaration as detailed herein,

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Terms used, but not defined, herein shall have the meanings assigned to such terms by the Declaration.

2. Section 3.12 is hereby added to the Declaration to provide as follows:

Section 3.12 Fees. Upon any transfer of a Lot, the buyer will pay to the Association a working capital assessment in the amount of \$150.00 and an assessment in the amount of \$150.00 to build the Association's reserve fund. The working capital assessment and reserve fund assessment will be in addition to, not in lieu of, any other assessments levied in accordance with this Declaration and will not be considered an advance payment of such assessments. The working capital assessment and reserve fund assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot as described above. The Declarant has the power to waive the payment of any working capital assessment or reserve fund assessment attributable to a Lot. Working capital assessments and reserve fund assessments, shall be a charge on each Lot, and if unpaid, such assessments together with interest, costs and reasonable attorneys' fees expended in collection thereof, shall constitute a continuing lien upon the Lot against which each such unpaid assessment is made. Failure to pay either the

working capital assessment or reserve fund assessment may be collected by the Association as an assessment under this Declaration.

3. In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the Declaration, this Amendment shall control. The Association hereby ratifies and affirms the Declaration, as amended hereby, and declares the same to be in full force and effect.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED as of the date first set forth above.

DECLARANT:

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

By: *Richard Gatewood*
Name: RICHARD GATEWOOD
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

On this 8 day of February, 2018 before me, the undersigned notary public, personally appeared Richard Gatewood President of CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

[Signature]
Notary Public





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.

Filed For Registration: 08/15/2008 02:14 PM
Instrument #: D208321299
OPR 5 PGS \$28.00

By: _____



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

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**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 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. Section 3.7(a) 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 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 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. Section 4.9 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. Section 4.11 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. Section 6.2 of the Declaration is amended to read as follows:

"Section 6.2. Annexation by Action of Members. 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 Section 6.1 above executed by the owners of the property to be annexed and by or on behalf of the requisite number of Owners.

5. Section 8.2 of the Declaration is amended to read as follows:

"Section 8.2. Amendments. 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.

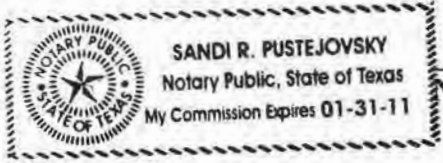
DECLARANT:

HANOVER SERVICES GROUP, INC.
a Texas corporation

By: Walter Damon
Name: WALTER DAMON
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22nd day of July, 2008, by Walter Damon, Exec. V. President of Hanover Services Group, Inc., on behalf of said corporation.



Sandi R. Pustejovsky
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

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

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

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

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.

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

CRAWFORD

FILED
TARRANT COUNTY TEXAS

2005 SEP -1 AM 11:25

SUDAN L. TIBBETSON
CLERK
DECLARATION OF ANNEXATION

AND

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

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

WITNESSETH

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 Section 6.1 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 Section 8.2 of the Declaration, Declarant further adopts the following amendments to the Declaration:

1. Definition of Single Family Residential Land. The definition of "Single Family Residential Land" set forth in Section 1.28 of the Declaration is hereby amended to include Phase IV.
2. Walls, Fences and Hedges. Section 4.10 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 Exhibit F as shown on the Interior Screening Plan for Phase IV attached hereto as Exhibit B.
3. Garages and Driveways. Section 4.16 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. Ratification. Except as provided in this First Amendment, the Declaration shall continue in full force and effect in accordance with its terms.
5. Defined Terms. Terms defined in the Declaration shall have the same meaning when used in this Amendment.

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EXECUTED as of the 29th day of August, 2005.

DECLARANT:

HANOVER SERVICES GROUP, INC.,
a Texas corporation

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

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: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

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

STATE OF TEXAS

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§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 29th day of August, 2005, by Walter Damon, President 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.



Mary McDonald
Notary Public for the State of Texas

Printed Name: MARY McDONALD
My Commission Expires: _____

STATE OF TEXAS

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§

COUNTY OF DALLAS

This instrument was acknowledged before me this 29th day of August, 2005, 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-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.



Mary McDonald
Notary Public for the State of Texas

Printed Name: MARY McDONALD
My Commission Expires: _____

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 JANUARY 27, 2005, in the Real Property Records of Tarrant County, Texas as Instrument No. D205027111, 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.

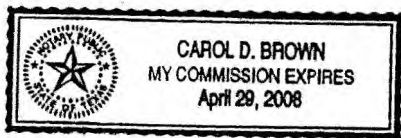
Dated: _____, 2005.

TEXAS STATE BANK

By: WR Reynolds
Name: WAYNE R. REYNOLDS
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 25th day of August, 2005 by Wayne R. Reynolds Sr. V.P. of Texas State Bank, on behalf of said bank.



Carol D. Brown
Notary Public for the State of Texas

Printed Name: _____
My Commission Expires: _____

FIELD NOTES

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 $89^{\circ}41'32''$ 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 $00^{\circ}45'27''$ 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 $89^{\circ}18'07''$ East, a distance of 336.06 feet to a point for corner;

North $76^{\circ}03'22''$ 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 $75^{\circ}56'00''$, a chord bearing of South $51^{\circ}54'40''$ 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 $42^{\circ}22'37''$, a chord bearing of South $68^{\circ}41'23''$ 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 $17^{\circ}49'33''$, a chord bearing of North $35^{\circ}58'25''$ East, with a distance of 85.21 feet;

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

South $62^{\circ}56'21''$ East, a distance of 50.00 feet to a point at the beginning of a curve

EXHIBIT A page 2

to the right, having a radius of 325.00 feet, a central angle of $18^{\circ}11'40''$, a chord bearing of South $36^{\circ}09'29''$ 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 $42^{\circ}28'05''$, a chord bearing of South $16^{\circ}41'59''$ East, with a distance of 217.31 feet;

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

South $04^{\circ}31'54''$ 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.



CRAWFORD FARMS PHASE IV - INTERIOR SCREENING PLAN

LEGEND:

DEED RESTRICTED
 6' WOOD FENCE





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 #: D205260398
OPR 13 PGS \$60.00

By: _____



D205260398

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
TARRANT COUNTY TEXAS

2005 SEP -1 AM 11:25

SUZANNE E. ANDERSON
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

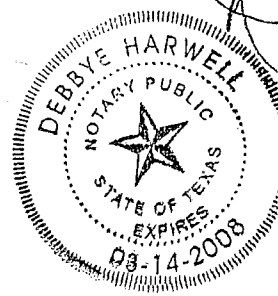
By: *Walter Damon*
Name: WALTER DAMON
Title: PRESIDENT

Walter Damon

STATE OF TEXAS §
TARRANT §
COUNTY OF ~~DALLAS~~ §

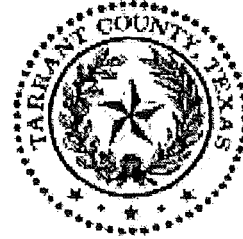
This instrument was acknowledged before me this 1st day of Sept, 2005
by WALTER DAMON, _____ of Hanover Services Group, Inc., a
Texas corporation, on behalf of said corporation.

Debbie Harwell



Notary Public in and for
the State of Texas

My Commission Expires: 3-1-08



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

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/01/2005 11:25 AM
Instrument #: D205260397
OPR 3 PGS \$20.00

By: _____



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.

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TARRANT COUNTY TEXAS

2003 JUL 17 PM 2:43

SUZANNE HENDERSON
COUNTY CLERK

BY _____

ACKNOWLEDGMENT COPY

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

After recording return to:

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

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Exhibit E	-	Specifications for 8 Foot Econo Wood Fence
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Exhibit G-1	-	Interior Screening Plan for Phase I
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Exhibit I-1	-	Column and Gate Layout for Phase I
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SCHEDULE OF EXHIBITS

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

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 Exhibit A 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 Exhibit B attached hereto ("Phase II").

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

D. Pulte is the owner of certain real property described on Exhibit D 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, and (iii) that certain Declaration of Annexation and Third Amendment to 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 Property subject 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. Recorded Plats. 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. Easements. 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. Declarant's Easement of Correct Drainage. 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 health, 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. Easement for Unintentional Encroachment. 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. Temporary Completion Easement. 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 Duplex Unit on the Lot.

Section 2.6. Owners' Easement of Enjoyment. 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:

(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 Section 2.6 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 Section 3.11, 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. Membership in the Association. 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. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. 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) Class B. 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 Section 3.4(b), 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 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.

(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. By-Laws. 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. Funding of Association Expenses. No mandatory assessments shall be due for any period prior to the formation of the Association. Except as otherwise provided in Section 3.11 with respect to the Declarant, each Owner shall pay to the Association (a) annual assessments as provided in Section 3.7 and (b) special assessments as provided in Section 3.8, 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 Section 3.10, 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. Annual Assessments.

(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 \$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) Purpose of Maintenance Fund. 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

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. Special Assessments. 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. Effect of Nonpayment of Assessments; Remedies of the Association. 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 non-usurious 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. Subordinated Lien to Secure Payment. 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 Section 8.4(b), 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. Declarant Liable for Association Deficits. 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. Residential Construction.

(a) Single Family Lots. No building shall be erected, altered or permitted to 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 States Postal Service. Any chimney constructed on an exterior wall of a residence shall have 100% masonry coverage.

(b) Duplex Lots. No building shall be erected, 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 States 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) General. 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. Minimum Square Footage Within Improvements. 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. Sidewalks. 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. Location of the Improvements upon the Lot. 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. Prohibition of Offensive Activities. 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. Use of Temporary Structures. 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. Storage of Automobiles, Boats, Trailers and Other Vehicles. 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 vehicles on the streets and highways of the State of Texas. This restriction shall not apply to any 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. Mineral Operations. 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. Animal Husbandry. 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) **Single Family Lots.** An eight foot (8') wood fence shall be constructed by Declarant and maintained by the Owners in accordance with the specifications attached hereto as Exhibit E 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 Section 4.23, maintained by the Association in accordance with the specifications attached hereto as Exhibit E 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 Exhibit F as shown on the Interior Screening Plan attached hereto as Exhibit G-1 for Phase I, Exhibit G-2 for Phase II and Exhibit G-3 for Phase III.

(b) Duplex Lots. 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) General. 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. Landscaping. 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 re-submitted 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 of each 55' Lot and each Duplex Lot. Landscaping shall be in place within thirty (30) days after the main residence is occupied.

Section 4.12. Visual Obstruction at the Intersections of Public Streets. 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.

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. Signs, Advertisements and Billboards. 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) **For Sale Signs.** 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) **Declarant's Signs.** 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) **Political Signs.** 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) days after the election.

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. Antennas. 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 be 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. Garages and Driveways. Residences on Lots 1 through 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 Units on Duplex Lots shall have a detached garage with front entry driveway.

Section 4.17. Parking. 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. Open Space Lots. 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 Exhibit H 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 Exhibit I-1 for Phase I, Exhibit I-2 for Phase II and Exhibit I-3 for Phase III.

Section 4.19. EPA Compliance. 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. Structured Wiring. 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. Decorative Street Signs. 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. Appointment. 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. Authority.

(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. Procedure for Approval.

(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. Variances. 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. Liability of Declarant and Committee. 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 submitted to the ACC shall be the responsibility of the entity or person submitting the documents, and the ACC shall have no obligation to check for defects or errors in or omissions from any such 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. Annexation by Declarant. 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. Annexation by Action of Members. 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 Section 6.1 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. No Duty to Annex. 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. Insurance. 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.

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.

In addition to the other insurance required by this Section 7.1, 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. Insurance Proceeds. 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. Insufficient Proceeds. 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 Section 3.8 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. Destruction of Improvements on Individual Lots. 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

Section 8.1. Term. 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.

Section 8.2. Amendments. 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 Class A Members 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. Other Jurisdictional Authority. 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. Remedies.

(a) In the event of any default by any Owner under the provisions of this 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. Rights and Obligations. 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. Captions. 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. Unenforceability of Any Provision. 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. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Texas.

Section 8.9. Texas Residential Property Owners Protection Act. 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 §§209.001 et seq. (Texas Residential Property Owners Protection Act).

Section 8.10. Original Declaration. Upon recordation, this Declaration shall supersede and replace in its entirety the Original Declaration.

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EXECUTED as of the 15th day of JULY, 2003.

DECLARANT:

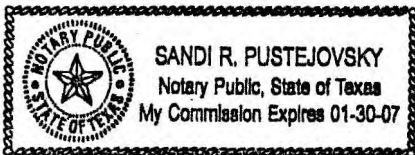
CRAWFORD PARTNERS NO. 1, LTD., a
Texas limited partnership

By: Hanover Services Group, Inc., a
Texas corporation
General Partner

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 15th day of July, 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. 1, Ltd., a Texas limited partnership.



Sandi R. Pustejovsky
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:

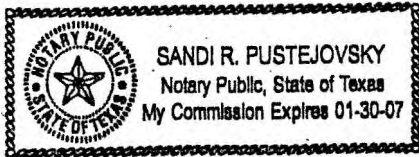
CRAWFORD PARTNERS NO. 2, LTD., a
Texas limited partnership

By: Hanover Services Group, Inc., a
Texas corporation
Its general partner

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 15th day of July,
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 for the State of Texas

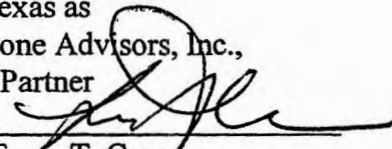
SIGNATURE PAGE TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRAWFORD FARMS
PAGE 2

CRAWFORD FARMS:

Crawford Farms-Fort Worth Lot Option, L.P.,
a Texas limited partnership

By: Texas MSII/SEPII GP, L.P.,
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

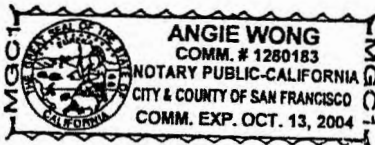
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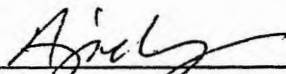
COUNTY OF SAN FRANCISCO

§

§

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.



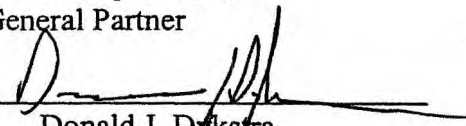

Notary Public for the State of California

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: PN I, Inc.,
a Nevada corporation,
its General Partner

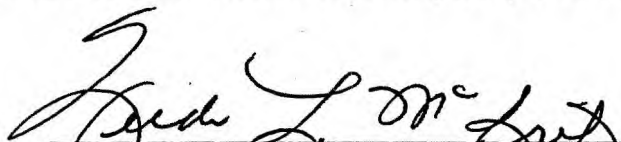
By: 
Donald J. Dykstra,
City President

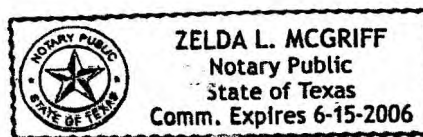
STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me this 15th day of July, 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.


Notary Public for the State of Texas



SIGNATURE PAGE TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRAWFORD FARMS
PAGE 4

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 June 25, 2002, at Volume 15773, Pages 0304 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: July 15, 2003.

COMERICA BANK-TEXAS BRANCH

By: Ronald K. Tomlin
Name: RONALD K. TOMLIN
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 15TH day of July, 2003 by RONALD K. TOMLIN, VP-TEXAS DIVISION of Comerica Bank Texas, a Texas state bank, on behalf of said bank.
MICHIGAN BANKING CORPORATION



Kristine K. Finn
Notary Public for the State of Texas

Printed Name: Kristine K. Finn
My Commission Expires: 8-4-05

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.

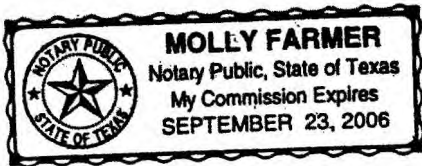
Dated: July 15, 2003.

FIRST AMERICAN BANK, SSB

By: Karen Goetting
Name: KAREN GOETTING
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 15 day of July, 2003 by Karen Goetting, Vice President of First American Bank, SSB, a Texas state savings bank, on behalf of said bank.



Molly Farmer
Notary Public for the State of Texas

Printed Name: MOLLY FARMER
My Commission Expires: 9-23-06

JOINDER BY LIENHOLDER
FIRST AMERICAN BANK, SSB

EXHIBIT B

PHASE II

13

EXHIBIT A

PHASE I

FIELD NOTES
75.49 ACRES

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:

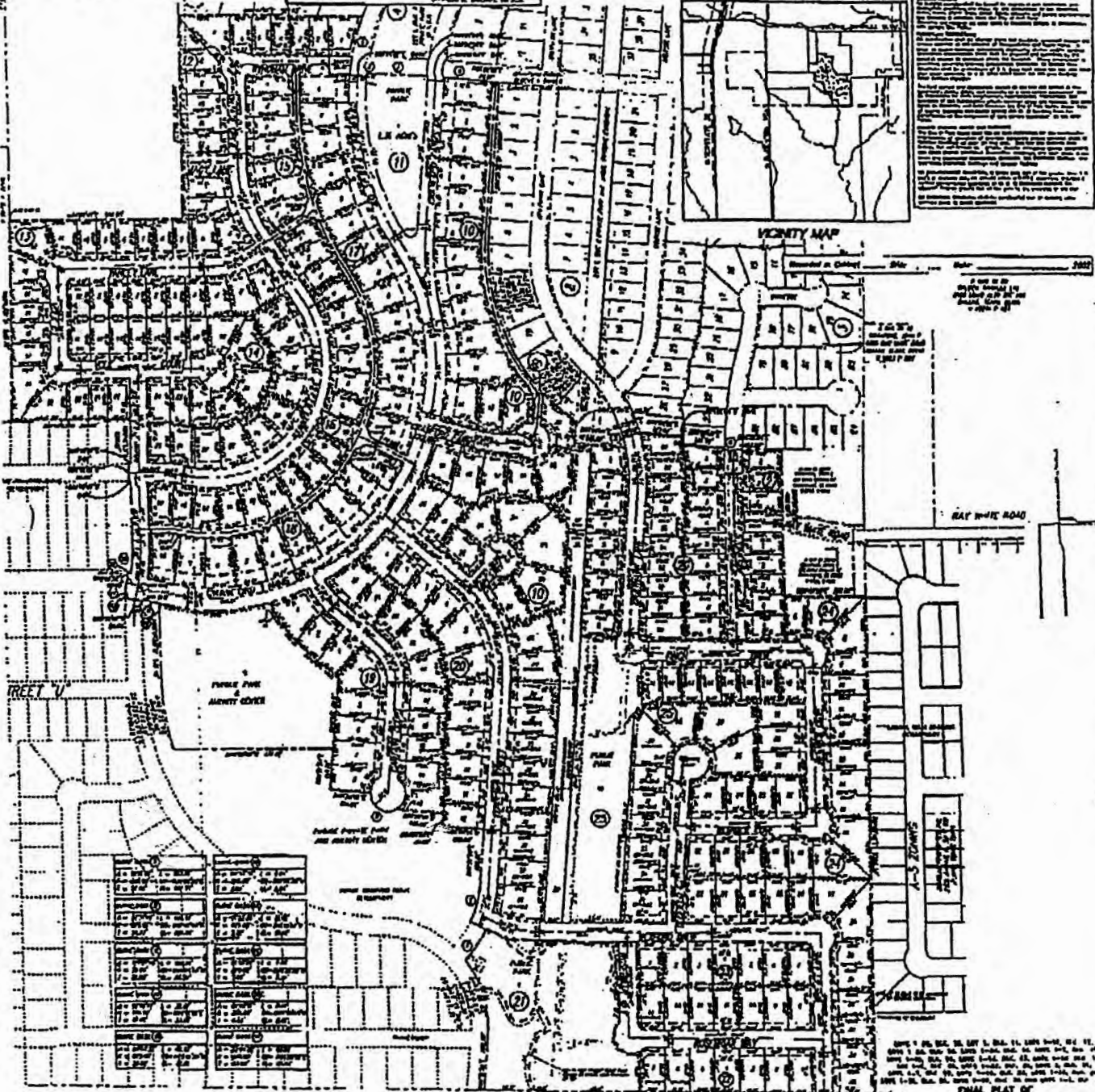
Commencing at a 3/8" iron rod found in the south right-of-way line of Golden Triangle Boulevard (formerly known as County Road No. 4012), said point also being in the east line of the E. Crawford Family Limited Partnership tract described in deed recorded in Volume 12931, page 414, Deed Records of Tarrant 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°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);
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 said curve to the left, for a distance of 86.98 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 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 07°3'20" 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.

PROSPECTIVE SURVEY

EXHIBIT "A" page 1

<p>STATE TRANSPORTATION DEPARTMENT</p> <p>101</p>	<p>ST. 20</p> <p>PAUL</p> <p>W. A. C.</p> <p>STREET R.E.M.</p>	<p>OWNER/DEVELOPER AGENT</p> <p>SHAWNEE PARTNERSHIP CO. L.P.</p> <p>2000 SHAWNEE LANE (S.W.)</p> <p>OKLAHOMA CITY, OKLA.</p> <p>405-242-2222</p> <p>SHAWNEE PARTNERSHIP</p>	<p>ENGINEER/PLANNING</p> <p>SHAWNEE PARTNERSHIP CO. L.P.</p> <p>2000 SHAWNEE LANE (S.W.)</p> <p>OKLAHOMA CITY, OKLA.</p> <p>405-242-2222</p> <p>SHAWNEE PARTNERSHIP</p>	<p>ST. 10</p> <p>PAUL</p> <p>W. A. C.</p> <p>ALLEY R.E.M.</p>	<p>NOTICE TO CONTRACTORS</p> <p>FOR THE PROJECT OF</p> <p>FINAL PLAT OF CRAWFORD FARMS</p> <p>FOR BLOCKS 10 THRU 27</p> <p>IN THE CITY OF FORT WORTH, TEXAS</p> <p>THE CITY ENGINEER HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS FOR THE PROJECT.</p> <p>IT IS HEREBY ORDERED THAT THE PLAT BE RECORDED IN THE PUBLIC RECORDS OF THE CITY OF FORT WORTH, TEXAS.</p> <p>DATED: 07/10/2008</p> <p>BY: [Signature]</p> <p>CITY ENGINEER</p>
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<p>LOT 101</p> <p>101</p>	<p>LOT 102</p> <p>102</p>	<p>LOT 103</p> <p>103</p>	<p>LOT 104</p> <p>104</p>	<p>LOT 105</p> <p>105</p>	<p>LOT 106</p> <p>106</p>	<p>LOT 107</p> <p>107</p>	<p>LOT 108</p> <p>108</p>	<p>LOT 109</p> <p>109</p>	<p>LOT 110</p> <p>110</p>	<p>LOT 111</p> <p>111</p>	<p>LOT 112</p> <p>112</p>	<p>LOT 113</p> <p>113</p>	<p>LOT 114</p> <p>114</p>	<p>LOT 115</p> <p>115</p>	<p>LOT 116</p> <p>116</p>	<p>LOT 117</p> <p>117</p>	<p>LOT 118</p> <p>118</p>	<p>LOT 119</p> <p>119</p>	<p>LOT 120</p> <p>120</p>	<p>LOT 121</p> <p>121</p>	<p>LOT 122</p> <p>122</p>	<p>LOT 123</p> <p>123</p>	<p>LOT 124</p> <p>124</p>	<p>LOT 125</p> <p>125</p>	<p>LOT 126</p> <p>126</p>	<p>LOT 127</p> <p>127</p>	<p>LOT 128</p> <p>128</p>	<p>LOT 129</p> <p>129</p>	<p>LOT 130</p> <p>130</p>	<p>LOT 131</p> <p>131</p>	<p>LOT 132</p> <p>132</p>	<p>LOT 133</p> <p>133</p>	<p>LOT 134</p> <p>134</p>	<p>LOT 135</p> <p>135</p>	<p>LOT 136</p> <p>136</p>	<p>LOT 137</p> <p>137</p>	<p>LOT 138</p> <p>138</p>	<p>LOT 139</p> <p>139</p>	<p>LOT 140</p> <p>140</p>	<p>LOT 141</p> <p>141</p>	<p>LOT 142</p> <p>142</p>	<p>LOT 143</p> <p>143</p>	<p>LOT 144</p> <p>144</p>	<p>LOT 145</p> <p>145</p>	<p>LOT 146</p> <p>146</p>	<p>LOT 147</p> <p>147</p>	<p>LOT 148</p> <p>148</p>	<p>LOT 149</p> <p>149</p>	<p>LOT 150</p> <p>150</p>	<p>LOT 151</p> <p>151</p>	<p>LOT 152</p> <p>152</p>	<p>LOT 153</p> <p>153</p>	<p>LOT 154</p> <p>154</p>	<p>LOT 155</p> <p>155</p>	<p>LOT 156</p> <p>156</p>	<p>LOT 157</p> <p>157</p>	<p>LOT 158</p> <p>158</p>	<p>LOT 159</p> <p>159</p>	<p>LOT 160</p> <p>160</p>	<p>LOT 161</p> <p>161</p>	<p>LOT 162</p> <p>162</p>	<p>LOT 163</p> <p>163</p>	<p>LOT 164</p> <p>164</p>	<p>LOT 165</p> <p>165</p>	<p>LOT 166</p> <p>166</p>	<p>LOT 167</p> <p>167</p>	<p>LOT 168</p> <p>168</p>	<p>LOT 169</p> <p>169</p>	<p>LOT 170</p> <p>170</p>	<p>LOT 171</p> <p>171</p>	<p>LOT 172</p> <p>172</p>	<p>LOT 173</p> <p>173</p>	<p>LOT 174</p> <p>174</p>	<p>LOT 175</p> <p>175</p>	<p>LOT 176</p> <p>176</p>	<p>LOT 177</p> <p>177</p>	<p>LOT 178</p> <p>178</p>	<p>LOT 179</p> <p>179</p>	<p>LOT 180</p> <p>180</p>	<p>LOT 181</p> <p>181</p>	<p>LOT 182</p> <p>182</p>	<p>LOT 183</p> <p>183</p>	<p>LOT 184</p> <p>184</p>	<p>LOT 185</p> <p>185</p>	<p>LOT 186</p> <p>186</p>	<p>LOT 187</p> <p>187</p>	<p>LOT 188</p> <p>188</p>	<p>LOT 189</p> <p>189</p>	<p>LOT 190</p> <p>190</p>	<p>LOT 191</p> <p>191</p>	<p>LOT 192</p> <p>192</p>	<p>LOT 193</p> <p>193</p>	<p>LOT 194</p> <p>194</p>	<p>LOT 195</p> <p>195</p>	<p>LOT 196</p> <p>196</p>	<p>LOT 197</p> <p>197</p>	<p>LOT 198</p> <p>198</p>	<p>LOT 199</p> <p>199</p>	<p>LOT 200</p> <p>200</p>
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A-5 ZONING

FINAL PLAT OF CRAWFORD FARMS
BLOCKS 10 THRU 27
 A 94.257 ACRE TRACT,
 BEING PART OF THE WILLIAM MCGOUGH SURVEY,
 ABSTRACT No. 899 SITUATED IN THE CITY OF
 FORT WORTH, TARRANT COUNTY, TEXAS

08-08-08 10-02-08
 (2008 10/2)
 ONE HUNDRED AND EIGHT SEVEN EIGHT
 SEVEN TWO, ZERO

Ex. B - 19.1

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. tract described in Volume 12931, Page 414, 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 "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, PKTCT), from which point the northeast corner of the said Williams Survey bears East 176 varas (by deed call);

THENCE North 89°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 1108.60 feet to a 5/8" iron rod set with cap stamped "TNP" (all corners marked in like manner unless described otherwise);

THENCE North 04°31'54" East, 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 chord 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 non-tangent 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 feet;

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 13°47'46" East, 107.44 feet;

THENCE along the arc of said curve to the left for a distance of 108.13 feet;

THENCE North 4°31'54" East, 153.82 feet;

THENCE North 85°28'06" West, 120.00 feet;

THENCE North 4°31'54" East, 39.56 feet;

THENCE North 85°28'06" West, 140.00 feet to the beginning of a non-tangent curve to the right having a radius of 30.00 feet and a chord bearing North 36°54'13" West, 85.32 feet;

THENCE along the arc of said curve to the right for a distance of 102.21 feet;

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 the arc of said curve to the right for a distance of 194.54 feet;

THENCE North 0°41'53" West, 176.48 feet to the beginning of a curve to the right having a radius of 175.00 feet and a chord bearing 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 non-tangent 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 arc of said curve to the right for a distance of 50.14 feet to the beginning of a curve to the left having a radius of 225.00 feet and a chord bearing South 10°19'52" West, 6.16 feet;

THENCE along the arc of said 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 - pg. 2

June 20, 2002

THENCE along the arc of said curve to the right for a distance of 11.52 feet to the beginning of a non-tangent curve to the left having a radius of 320.00 feet and a chord bearing North 78°43'00" West, 5.05 feet;

THENCE along the arc 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 non-tangent curve to the left having a radius of 225.00 feet and a chord bearing North 5°23'17" East, 47.71 feet;

THENCE along the arc of said curve to the left for a distance of 47.80 feet;

THENCE North 0°41'53" West, 202.47 feet;

THENCE South 89°18'07" West, 5.00 feet;

THENCE North 0°41'53" West, 50.00 feet;

THENCE North 89°18'07" East, 5.00 feet;

THENCE North 0°41'53" West, 120.02 feet;

THENCE South 89°18'53" West, 342.51 feet to a 1/2" iron rod found by a fence post for the southeast corner of the called 43.1632 acre Moun Finley tract (9573/2298);

THENCE North 00°43'31" West, with the east line of said Finley tract, for a distance of 559.71 feet;

THENCE North 89°07'47" East, departing east line of said Finley tract, 500.50 feet;

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 Cabinet A, Slide 7124, Plat Records of Tarrant County, Texas;

THENCE along the west and south sides of said Crawford Farms Blocks 1-9 addition the following course:

North 89°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 feet;

THENCE South 83°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 88°03'35" East, 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 88°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 85°58'09" East, 86.98 feet;

THENCE with said curve to the right for a distance of 86.98 feet;

Ex. B PS. 3

THENCE South 85°28'06" East, 73.02 feet;

THENCE South 4°31'54" West, 425.00 feet to the beginning of a curve to the left having a radius of 570.00 feet and a chord bearing South 25°45'28" East, 574.98 feet;

THENCE 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 curve to the left for a distance of 25.95 feet;

THENCE North 73°30'21" East, 50.00 feet;

THENCE South 85°28'06" East, 123.82 feet;

THENCE South 4°31'54" West, 19.41 feet;

THENCE South 85°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;

THENCE North 89°24'09" East, 164.88 feet to a 1/2" iron rod found for the northwest corner of the called 2.0 acre Jerry E. Crawford tract (6728/1826);

THENCE South 00°07'57" East, departing Crawford Farms Blocks 1-9 addition and with the west line of the 2.0 acre Crawford tract, for a distance of 406.90 feet to a 5/8" capped iron rod found for the southwest corner of the 2.0 acre Crawford tract;

THENCE North 89°49'50" East, along the south line of the 2.0 acre Crawford tract, for a distance of 231.66 feet;

THENCE S 00°09'46" 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

FIELD NOTES

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 15887, Page 174, Deed Records of Tarrant 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 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;

THENCE along the arc of said curve to the left for a distance of 66.62 feet;

Ex. C pg. 2

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 ½" iron rod found at the west side of a cross-tie corner 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 558.33 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.

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:\LDNLEB02236\docs\Legacy_nnotes.wpd



EX.C PG-3

EXHIBIT D
DUPLEX LAND

EXHIBIT D

BEING all that certain tract or parcel of land situated in Tarrant County, Texas, being 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 Gunitite, 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 Gunitite tract, for a distance of 381.56 feet to a 1/2" iron rod found for the Northeast corner of said Prestige Gunitite 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;

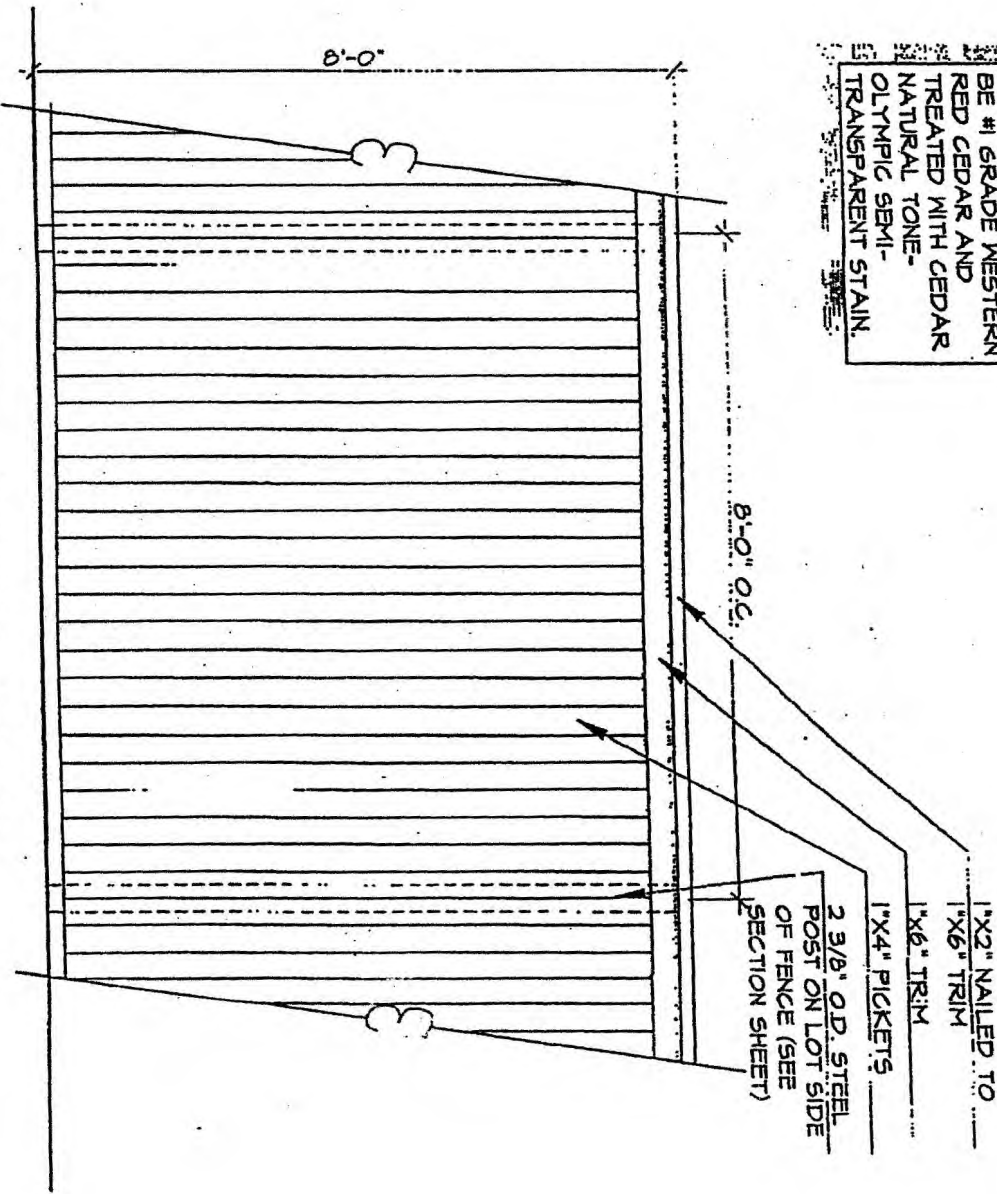
THENCE South 0 degrees 52 minutes 13 seconds East, at 55.86 feet passing a 5/8" iron rod with plastic cap set for the Northwest corner of said Crawford Farms Blocks 1-9 addition, and continuing in all a distance of 1260.42 feet to the POINT OF BEGINNING and containing 20.92 acres of land, more or less, 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**

NOTE:
 ALL WOOD FENCE MATERIALS ARE TO BE #1 GRADE WESTERN RED CEDAR AND TREATED WITH CEDAR NATURAL TONE-OLYMPIC SEMI-TRANSPARENT STAIN.



A
 SCALE 1/2" = 1'-0"
 ECONO WOOD FENCE - COMMERCIAL TRACT SIDE

CRAWFORD FARMS
 ECONO WOOD FENCE

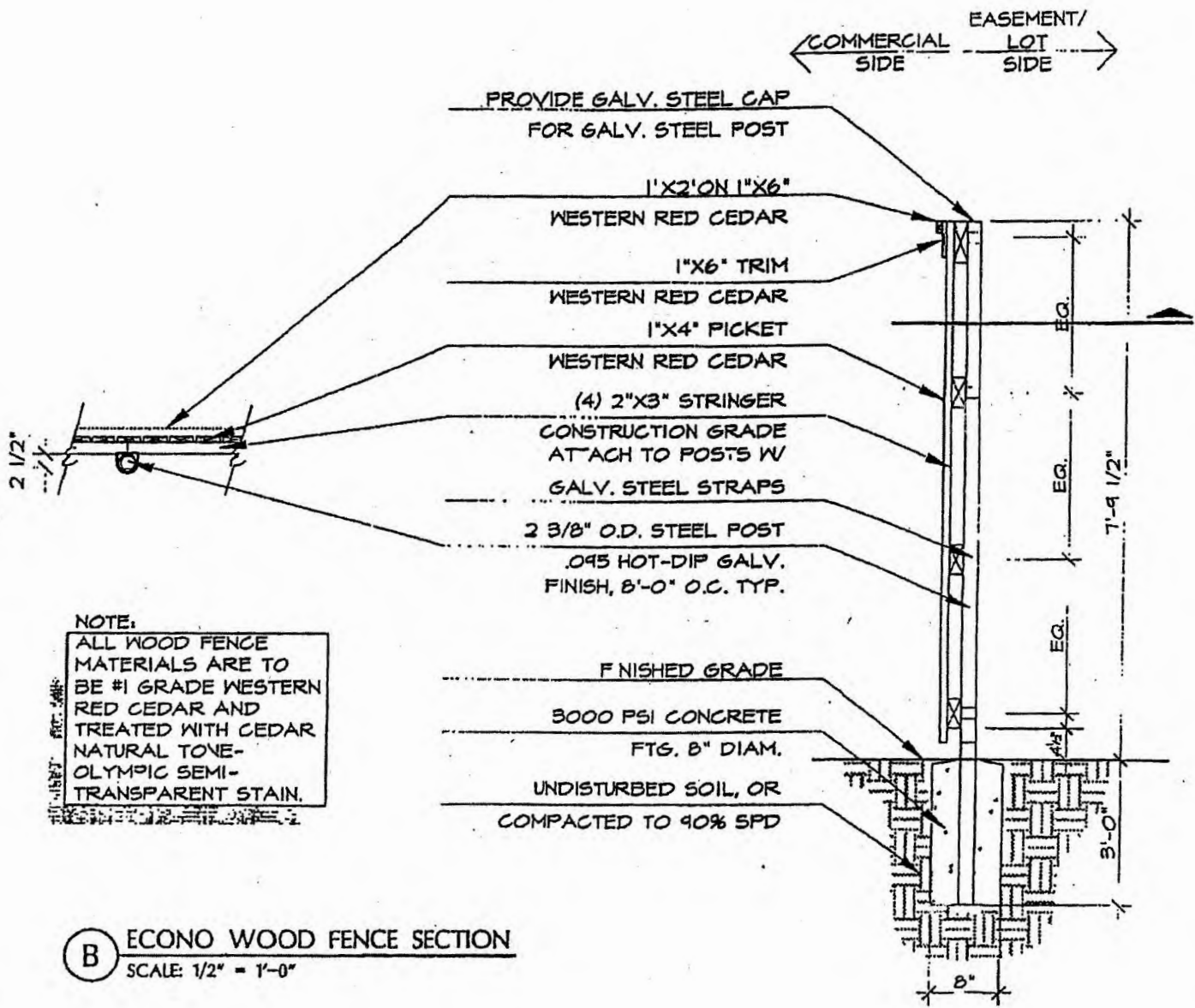
SHEET
 EC-1

EX-E Page 1

AD	SRC/FLW
Drawn	Checked
99125	04-13-00
Project No.	Date
Revision No.	Revision Date

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NOTE.
 ALL WOOD FENCE MATERIALS ARE TO BE #1 GRADE WESTERN RED CEDAR AND TREATED WITH CEDAR NATURAL TONE-OLYMPIC SEMI-TRANSPARENT STAIN.

B ECONO WOOD FENCE SECTION
 SCALE: 1/2" = 1'-0"



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AJD	SRC/FLW	Checked	Revision Date
Drawn	99125	04-13-00	
Project No.	Date		
Revision No.			

CRAWFORD FARMS
 ECONO WOOD FENCE SECTION

Ex. E page 2
 SHEET EC-3

EXHIBIT F

SPECIFICATIONS FOR 6 FOOT DECORATIVE WOOD FENCE

**SPECIFICATIONS FOR 6 FOOT DECORATIVE WOOD FENCE
EXHIBIT F**

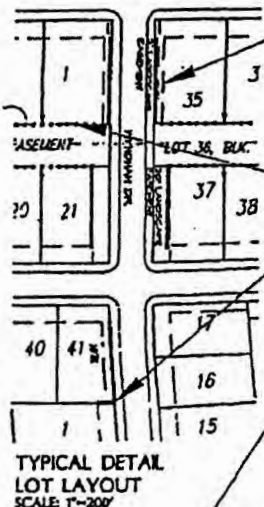
EXHIBIT G-1

INTERIOR SCREENING PLAN FOR PHASE I

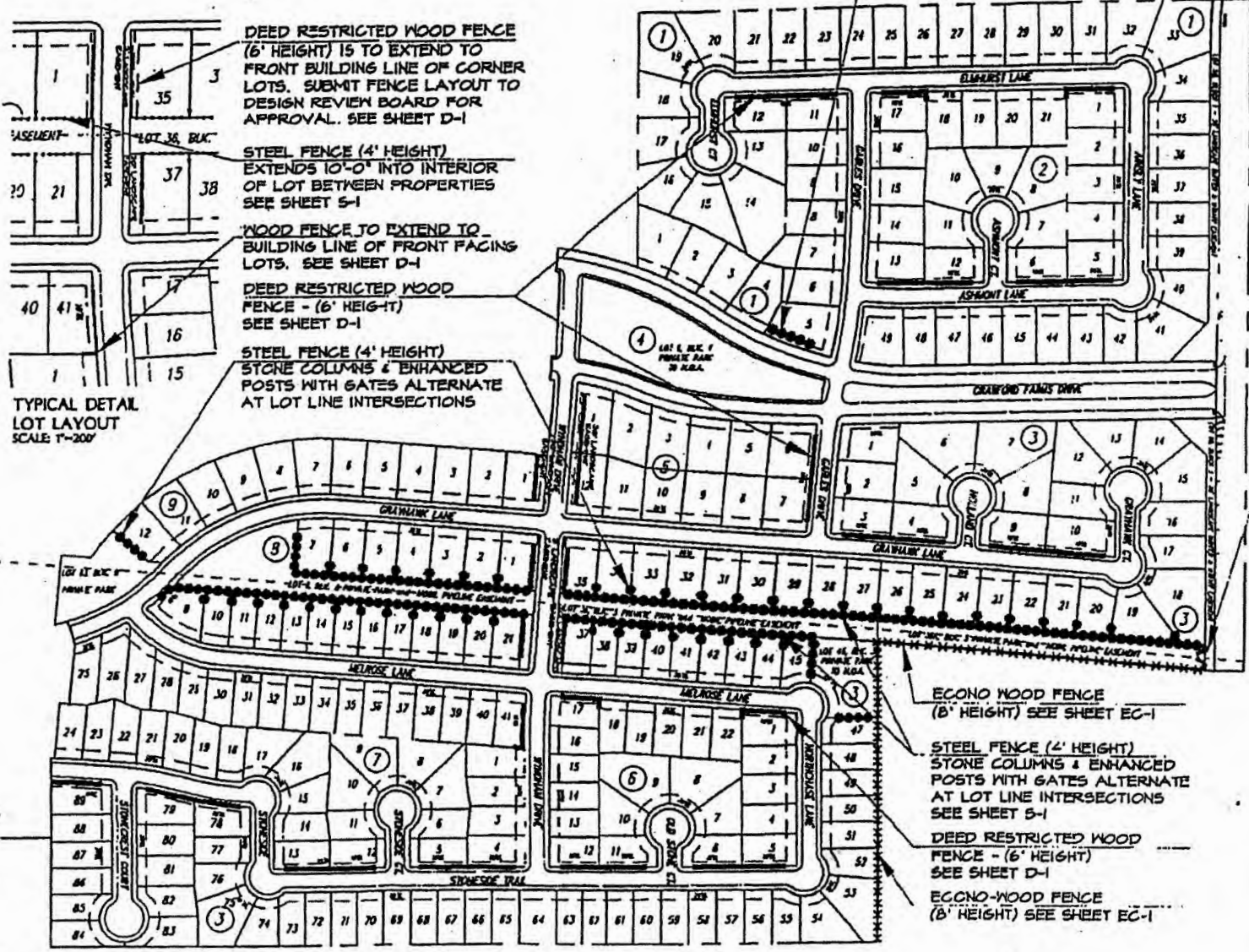
**INTERIOR SCREENING PLAN FOR PHASE I
EXHIBIT G-1**

CRAWFORD FARMS PHASE I INTERIOR SCREENING PLAN

FOR BLOCK 1 LOT 5, SIDE YARD SCREENING IS TO BE STEEL FENCE - MATCH DETAILING OF THE FENCE AT THE UTILITY EASEMENT - NO MASONRY COLUMNS REQUIRED.



- DEED RESTRICTED WOOD FENCE (6' HEIGHT) IS TO EXTEND TO FRONT BUILDING LINE OF CORNER LOTS. SUBMIT FENCE LAYOUT TO DESIGN REVIEW BOARD FOR APPROVAL. SEE SHEET D-1
- STEEL FENCE (4' HEIGHT) EXTENDS 10'-0" INTO INTERIOR OF LOT BETWEEN PROPERTIES SEE SHEET S-1
- WOOD FENCE TO EXTEND TO BUILDING LINE OF FRONT FACING LOTS. SEE SHEET D-1
- DEED RESTRICTED WOOD FENCE - (6' HEIGHT) SEE SHEET D-1
- STEEL FENCE (4' HEIGHT) STONE COLUMNS & ENHANCED POSTS WITH GATES ALTERNATE AT LOT LINE INTERSECTIONS



GOLDEN RAINAGE BOULEVARD

STEEL FENCE WITH VEHICULAR GATE AT SOUTH SIDE OF LANDSCAPE EASEMENT



SCALE:
1"=300'-0"



EX. G-1

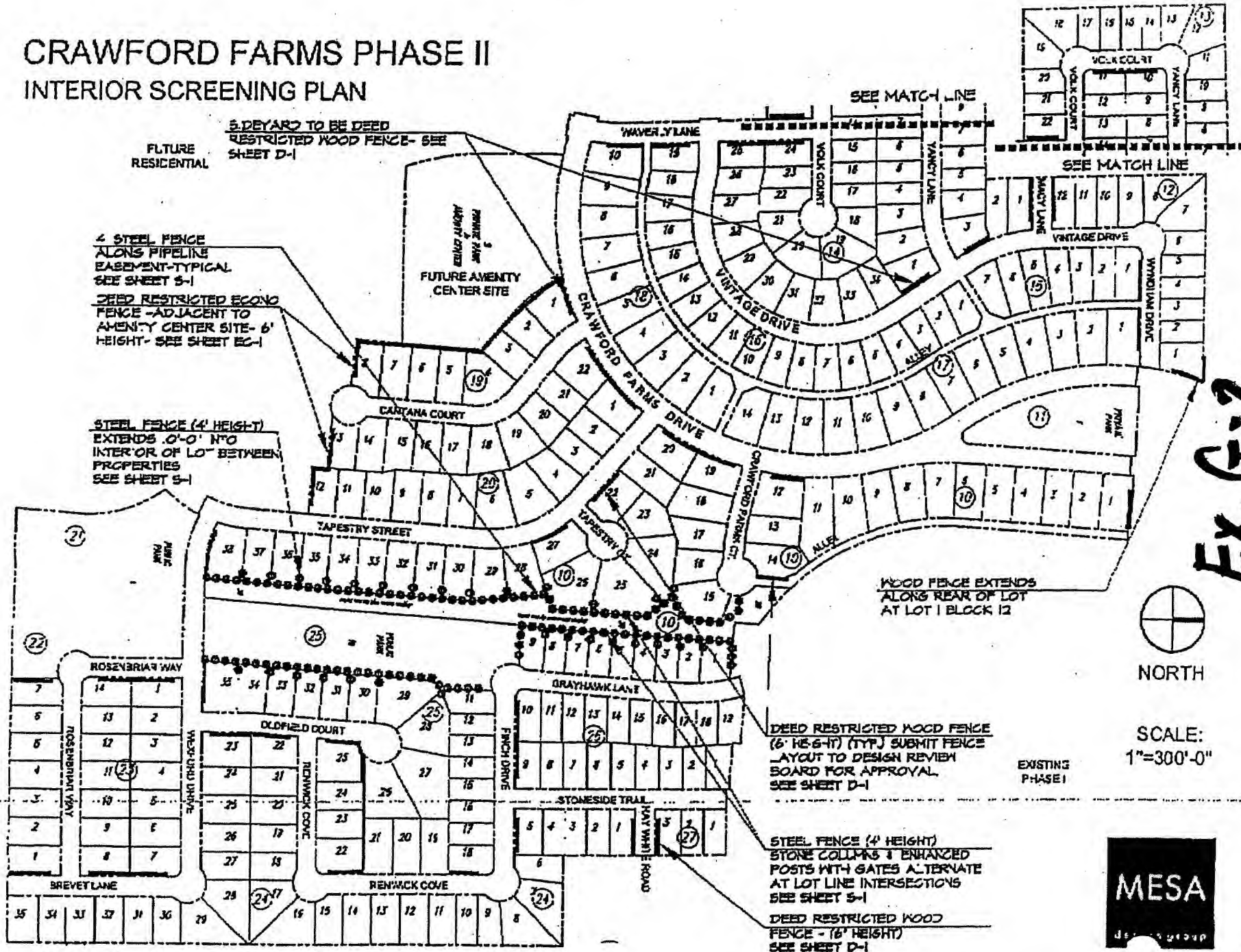
- ECONO WOOD FENCE (8' HEIGHT) SEE SHEET EC-1
- STEEL FENCE (4' HEIGHT) STONE COLUMNS & ENHANCED POSTS WITH GATES ALTERNATE AT LOT LINE INTERSECTIONS SEE SHEET S-1
- DEED RESTRICTED WOOD FENCE - (6' HEIGHT) SEE SHEET D-1
- ECONO-WOOD FENCE (8' HEIGHT) SEE SHEET EC-1

EXHIBIT G-2

INTERIOR SCREENING PLAN FOR PHASE II

**INTERIOR SCREENING PLAN FOR PHASE II
EXHIBIT G-2**

CRAWFORD FARMS PHASE II INTERIOR SCREENING PLAN



EX. G-2

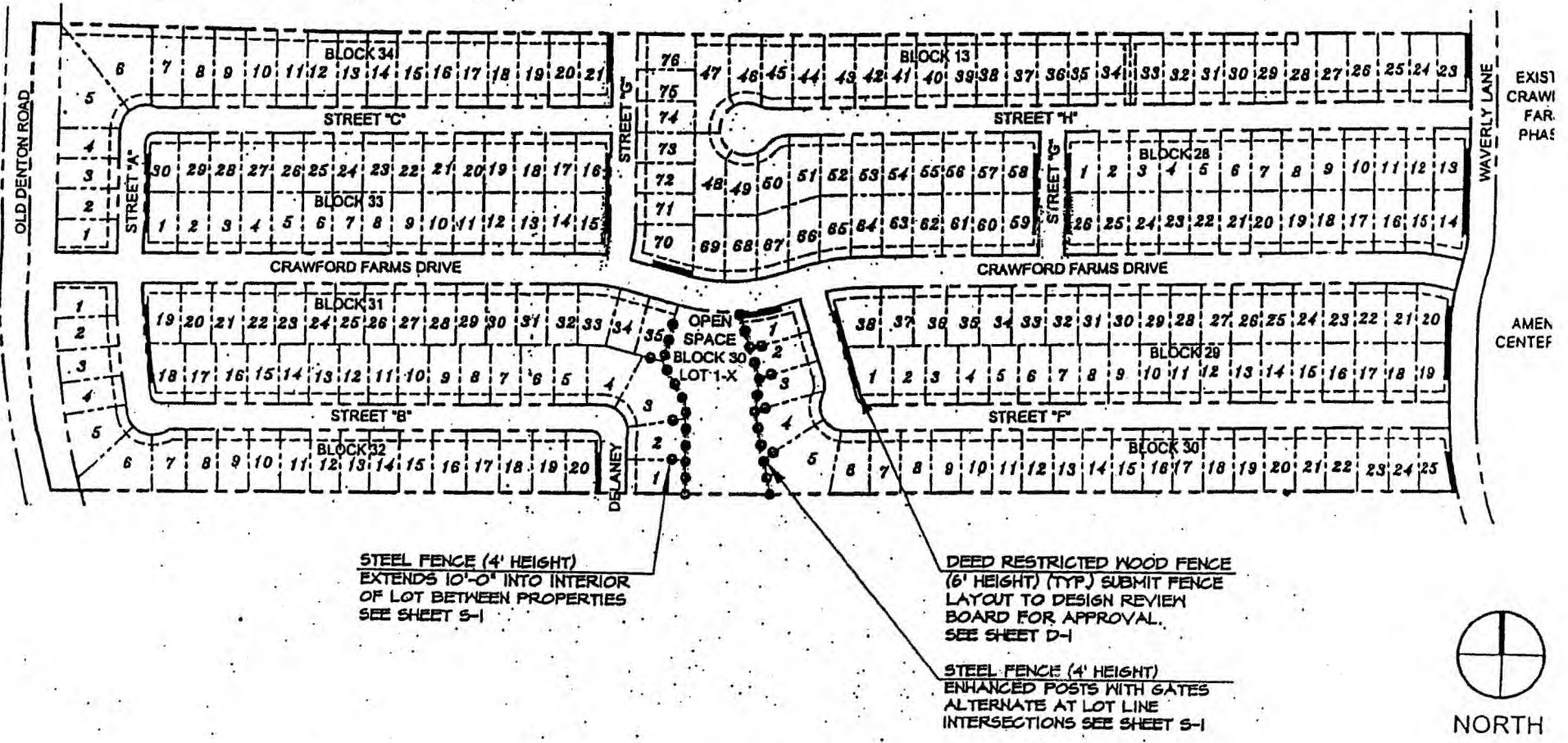
EXHIBIT G-3

INTERIOR SCREENING PLAN FOR PHASE III

**INTERIOR SCREENING PLAN FOR PHASE III
EXHIBIT G-3**

CRAWFORD FARMS PHASE III

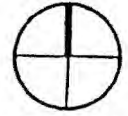
INTERIOR SCREENING PLAN



STEEL FENCE (4' HEIGHT)
EXTENDS 10'-0" INTO INTERIOR
OF LOT BETWEEN PROPERTIES
SEE SHEET S-1

DEED RESTRICTED WOOD FENCE
(6' HEIGHT) (TYP.) SUBMIT FENCE
LAYOUT TO DESIGN REVIEW
BOARD FOR APPROVAL.
SEE SHEET D-1

STEEL FENCE (4' HEIGHT)
ENHANCED POSTS WITH GATES
ALTERNATE AT LOT LINE
INTERSECTIONS SEE SHEET S-1



NORTH

SCALE:
1"=300'-0"

EX. G-3

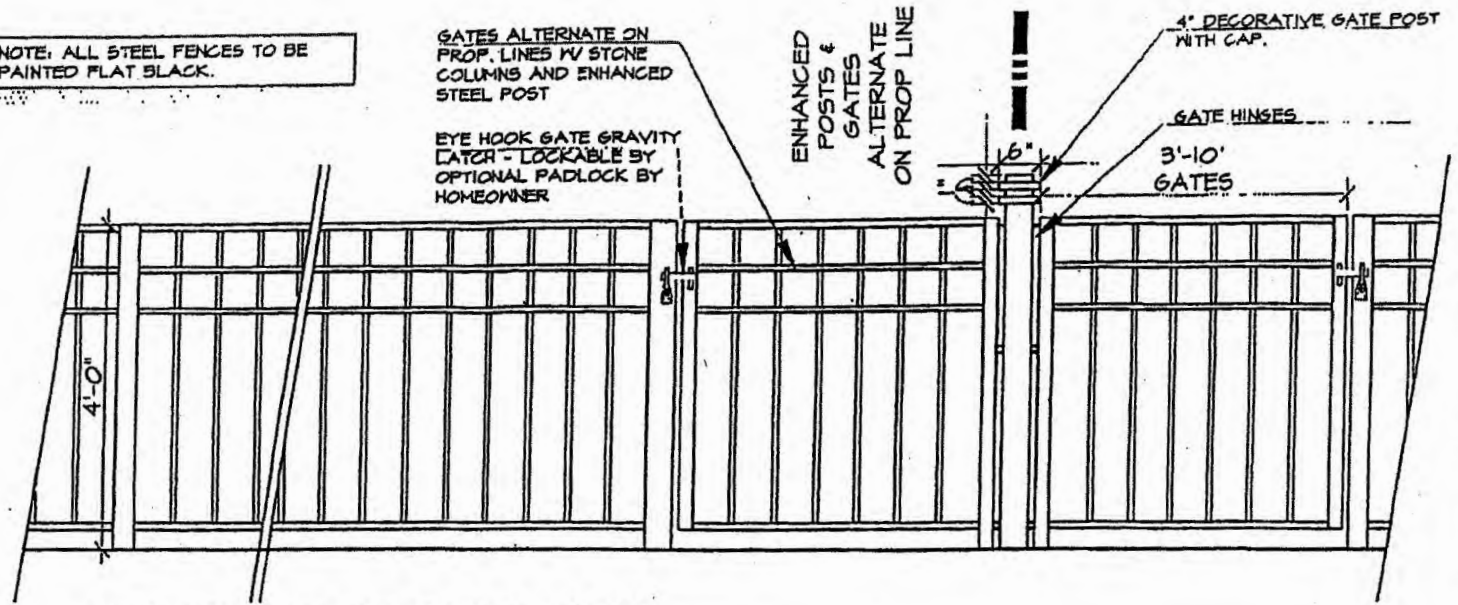


EXHIBIT H

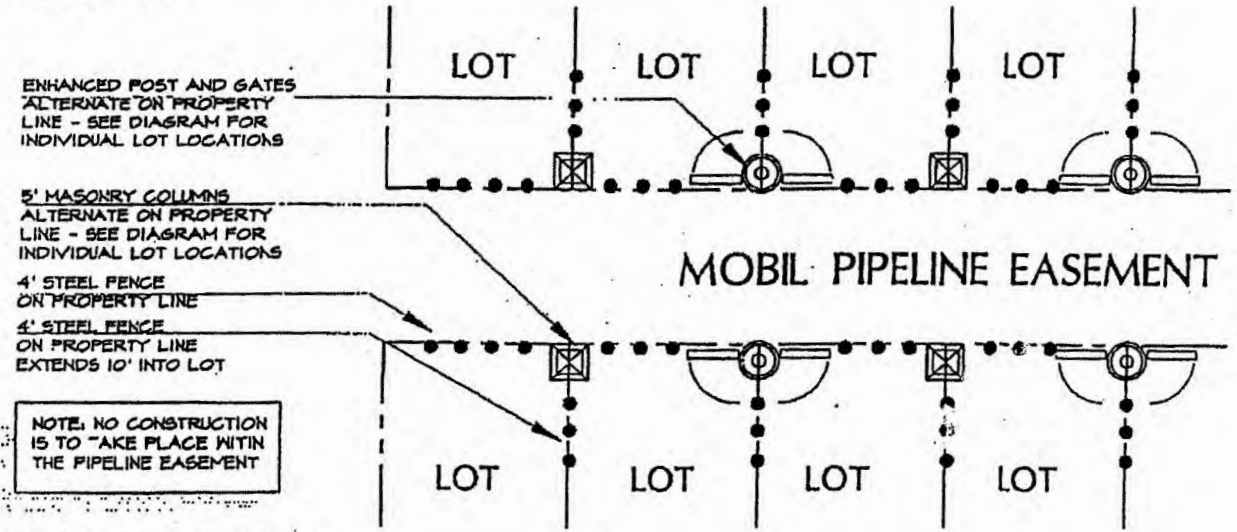
SPECIFICATIONS FOR DECORATIVE METAL FENCE

**SPECIFICATIONS FOR DECORATIVE METAL FENCE
EXHIBIT H**

NOTE: ALL STEEL FENCES TO BE PAINTED FLAT BLACK.



A STEEL FENCE AND GATE ELEVATION
SCALE: 1/2" = 1'-0"



B STEEL FENCE ALIGNMENT
NOT TO SCALE



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Project No.	Date		
Revision No.			

CRAWFORD FARMS
STEEL FENCE AT PIPELINE EASEMENT

EX. H

5 SHEETS
2

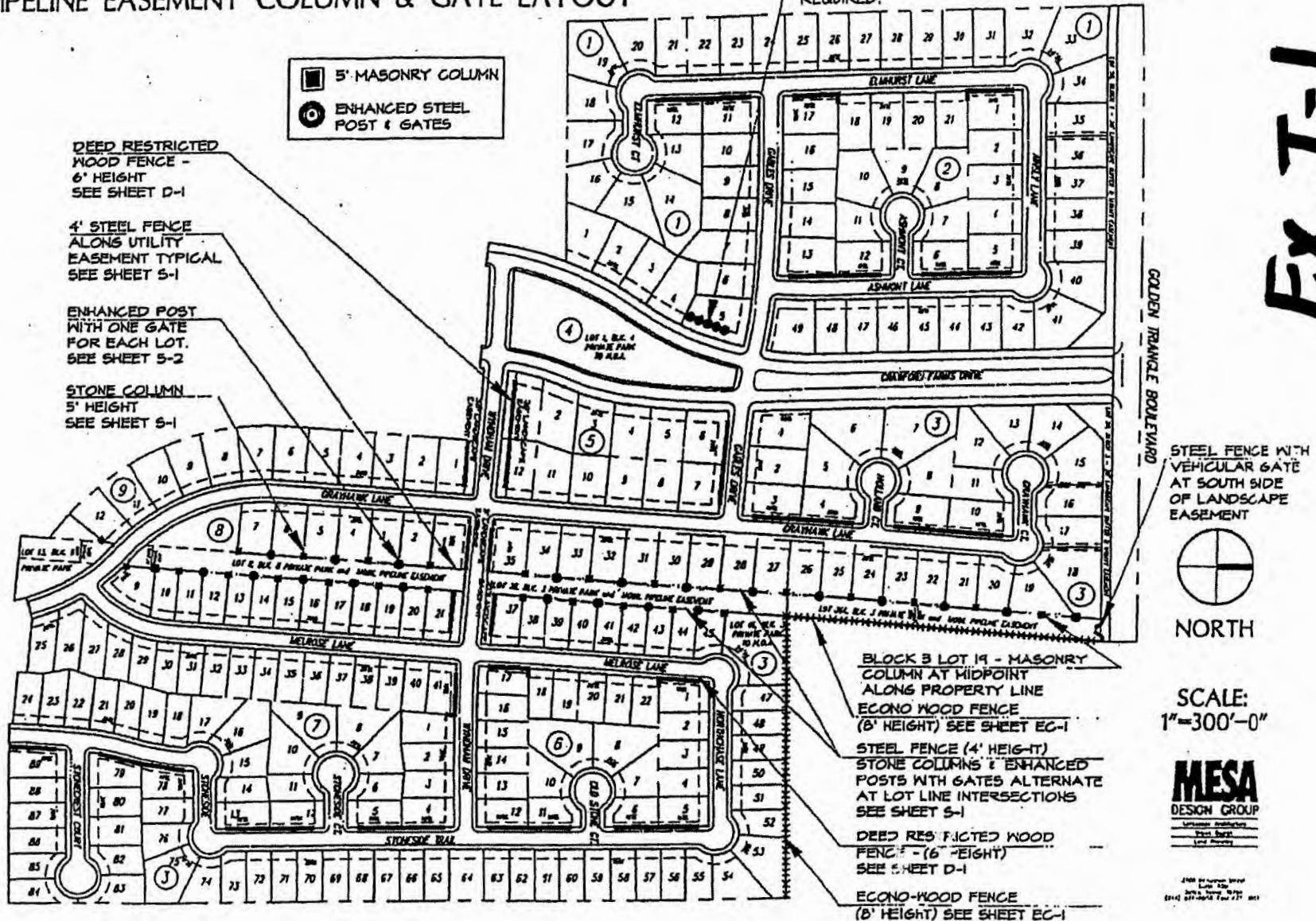
EXHIBIT I-1

COLUMN AND GATE LAYOUT FOR PHASE I

**COLUMN AND GATE LAYOUT FOR PHASE I
EXHIBIT I-1**

CRAWFORD FARMS PHASE I PIPELINE EASEMENT COLUMN & GATE LAYOUT

FOR BLOCK 1 LOT 5, SIDE YARD SCREENING IS TO BE STEEL FENCE - MATCH DETAILS OF THE FENCE AT THE UTILITY EASEMENT - NO MASONRY COLUMNS REQUIRED.

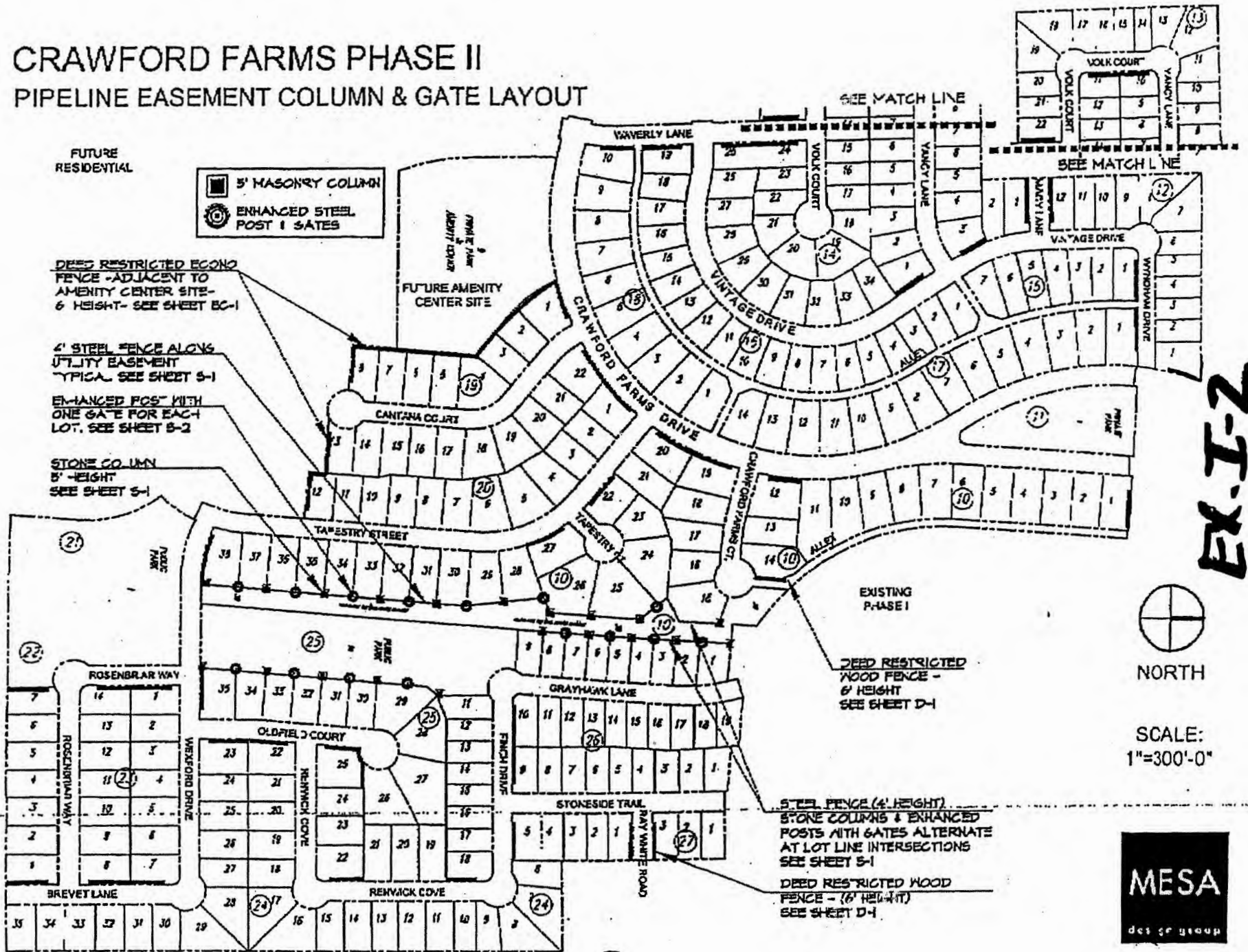


Ex. I-1

EXHIBIT I-2
COLUMN AND GATE LAYOUT FOR PHASE II

COLUMN AND GATE LAYOUT FOR PHASE II
EXHIBIT I-2

CRAWFORD FARMS PHASE II PIPELINE EASEMENT COLUMN & GATE LAYOUT



EX-I-2

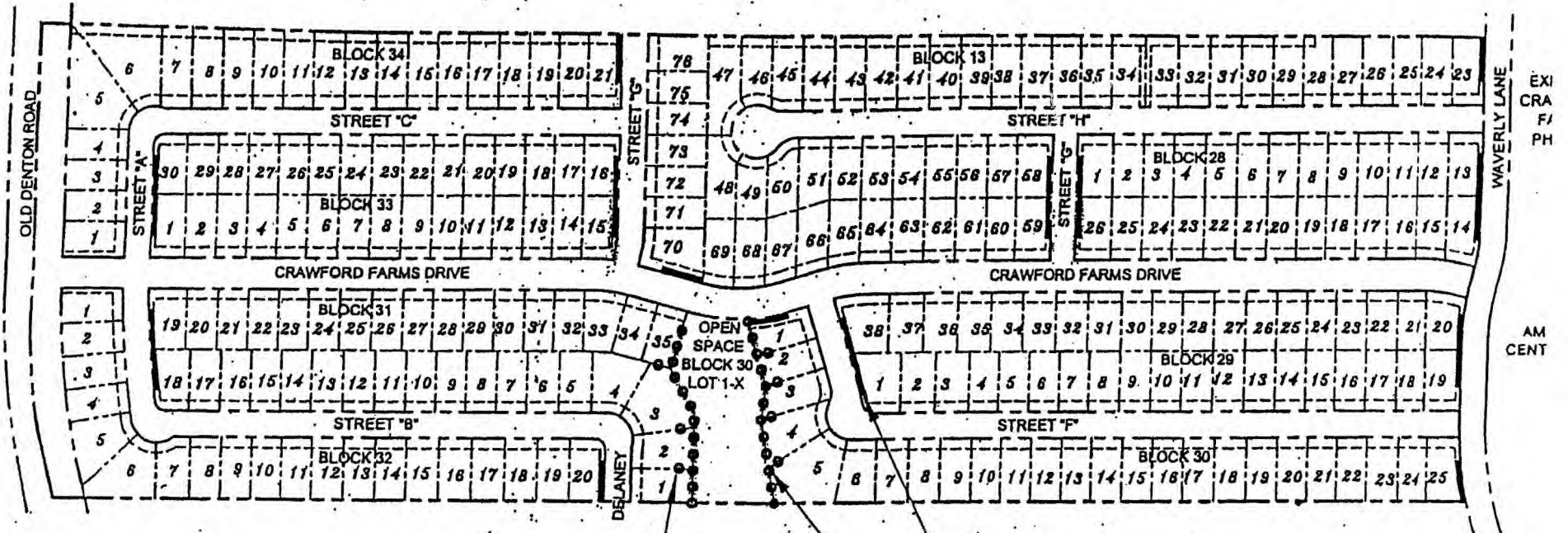


EXHIBIT I-3

COLUMN AND GATE LAYOUT FOR PHASE III

**COLUMN AND GATE LAYOUT FOR PHASE III
EXHIBIT I-3**

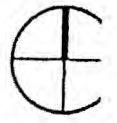
CRAWFORD FARMS PHASE III INTERIOR SCREENING PLAN



STEEL FENCE (4' HEIGHT)
EXTENDS 10'-0" INTO INTERIOR
OF LOT BETWEEN PROPERTIES
SEE SHEET S-1

DEED RESTRICTED WOOD FENCE
(6' HEIGHT) (TYP) SUBMIT FENCE
LAYOUT TO DESIGN REVIEW
BOARD FOR APPROVAL.
SEE SHEET D-1

STEEL FENCE (4' HEIGHT)
ENHANCED POSTS WITH GATES
ALTERNATE AT LOT LINE
INTERSECTIONS SEE SHEET S-1



NORTI

SCALE
1"=300'-



EX. I-3

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DALLAS TX 75204 4064

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O F F I C I A L R E C E I P T

T O: REPUBLIC TITLE OF TEXAS INC

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