

**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 23rd day of July, 2008, by Walter Damon, Exec. V. President of Hanover Services Group, Inc., on behalf of said corporation.

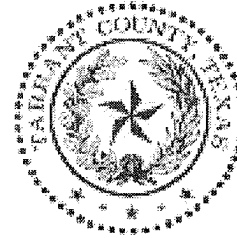


Sandi R. Pustejovsky
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

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

SEP 22 2008



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 # D208321300
QBB 5 PGS \$28.00

By: _____



D208321300

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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