

COVENANTS, CONDITIONS & RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is executed by CRANDALL RESIDENTIAL DEVELOPMENT, LLC., a Texas limited liability company ("Declarant"), to apply to property within the RROC Homeowners Association, Inc.

O
P
R

O
2
O
O
4

O
O
1
4
2

RECITALS:

- A. Declarant is the fee owner of all of the Property hereinafter described.
- B. Declarant intends for the Property to be developed as a single-family residential subdivision (the "Subdivision").
- C. Declarant desires to provide a mechanism to allow for the construction and maintenance of recreational and other facilities and improvements which may inure to the benefit of the Subdivision and the Owners of Lots therein.
- D. Declarant desires to establish Homeowners Association Lots and easements on, over and across portions of the Property for the mutual benefit of all future Owners of Lots within the Property.
- E. Declarant further desires to create a homeowners association (i) to preserve, operate and maintain the HOA Lots, (ii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and (iii) to perform such other acts as shall generally benefit all of the Property hereinafter described.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property shall be held, sold, transferred and conveyed subject to the easements, covenants and conditions set forth in this Declaration; and (b) these covenants, conditions, and easements shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner of all or a part of the Property.

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article 1.

Section 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.

Section 1.2 "Assessments" shall mean Regular Assessments and Special Assessments as defined below:

(a) “Regular Assessment” shall mean and refer to the amount assessed to and to be paid by each Owner to the Association for that Owner's portion of the HOA Expenses.

(b) “Special Assessment” shall mean (i) a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed and attorneys' fees and other charges payable by such Owner pursuant to the provisions of this Declaration, or (ii) a charge against each Owner and such Owner's Lot equal to such Lot's portion of the cost to the Association for increased operating or maintenance expenses or costs or for installation, construction or reconstruction of any Common Areas or any capital improvement located thereon which the Association may from time to time authorize.

O
P
R

O
2
O
O
4

O
O
1
4
3

Section 1.3 “Association” shall mean and refer to RROC Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.4 “Board” shall mean and refer to the Board of Directors of the Association.

Section 1.5 “Bylaws” shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 1.6 “City” shall mean the City of Crandall, Texas.

Section 1.7 [Reserved]

Section 1.8 “Final Plat” shall mean and refer to the final plats of the Property approved by the City of Crandall and filed by Declarant in the Real Property Records of Kaufman County, Texas.

Section 1.9 “HOA Expense” shall mean and refer to any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the HOA Lots, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and Bylaws.

Section 1.10 “HOA Lots” shall mean and refer to all real property and all easements, licenses, leaseholds, rights, rights-of-way, common areas and other interests in real property, if any, and the improvements thereon, within the Property which has been assigned to the Association by the Declarant, such "HOA Lots" to include, without limitation, the real property described as HOA Lot on any Final Plat of the Property and all recreational facilities and related improvements situated thereon.

Section 1.11 “Lot” shall mean and refer to each lot platted on the Property.

Section 1.12 “Member” shall mean and refer to each person and entity, which is a member of the Association as provided in Section 2.2 hereof.

Section 1.13 “Neighborhood” shall refer to each separately developed residential area within the Property, whether or not governed by a Neighborhood Association in which the owners of Residences may have common interests other than those common to all Members of the

Association. For example, and by way of illustration and not limitation, each cluster home development and single-family detached housing development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one Neighborhood upon development.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with Section 7.4) or Neighborhood Association having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in this Declaration.

Section 1.14 "Neighborhood Assessments" shall mean assessments levied against the Residences in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article VII of this Declaration.

Section 1.15 "Neighborhood Association" shall refer to any owners associations having concurrent jurisdiction over any Neighborhood.

Section 1.16 "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Residences within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein or in Supplemental Declarations applicable to the Neighborhoods.

Section 1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including builders and contract sellers), of the fee simple title to a Lot, but not including those having an interest merely as security for the performance of an obligation.

Section 1.18 "Property" shall mean and refer to that certain 24.553 tract of land situated in Kaufman County, Texas described in the attached Exhibit "A".

Section 1.19 "Residence" shall mean and refer to any detached single-family residence constructed upon a Lot.

ARTICLE 2

ASSOCIATION

Section 2.1 The Association. The Declarant shall charter the Association under the Texas Non-Profit Corporation Act, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants and conditions and all other terms contained in this Declaration, subject to the provisions of the Articles and Bylaws, and shall have all of the powers set forth in the Articles and Bylaws. Declarant, the Association and the Board shall never be under any obligation to enforce the covenants, conditions and other terms of this Declaration, and any failure to so

O
P
R

O
2
O
O
4

O
O
1
4
4

O
P
R

O
2
O
O
4

O
O
1
4
5

enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, the Association or the Board.

Section 2.2 Membership. Every Owner shall be a member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a member of the Association. Declarant shall be a member of the Association without regard to whether Declarant owns one or more specific Lots until the rights and authority granted to Declarant hereunder vest in the Association pursuant to Section 8.9 hereof.

Section 2.3 Voting Rights. The Association shall have one or more classes of voting membership as further described in the Bylaws and Articles. All voting rights shall be subject to the provisions and restrictions set forth herein, in the Articles and in the Bylaws. Upon written request by an Owner of a Lot, the Association shall furnish a true, complete and correct copy of the Bylaws, Articles or this document certified by an officer of the Association to such Owner.

Section 2.4 Board of Directors. The Association shall have a Board of Directors who shall have the powers and duties prescribed in the Articles and Bylaws. The Bylaws shall specify the procedure for election of the directors, as well as the terms to be served by the directors.

ARTICLE 3

ASSESSMENTS AND FEES

Section 3.1 Covenants for Assessments and Initiation Fee.

(a) The Declarant hereby covenants, and each Owner of any portion of the Property by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed in such deed or other document, is deemed to covenant and agree to pay to the Association Regular Assessments and Special Assessments, such Assessments to be established and collected as hereinafter provided.

(b) Each Owner who acquires title to a Lot intending to use the Residence constructed thereon as a home shall, on the date the Lot is conveyed to such Owner, pay to the Association an initiation fee for membership in the Association. Each Owner who acquires title to a Lot intending to use the Residence constructed thereon as a home, by acceptance of a deed or instrument of conveyance to such Lot, whether or not it shall be so expressed in such deed or other document, shall be deemed to covenant and agree to pay to the Association the initiation fee herein provided.

(c) The Regular Assessments, Special Assessments and Initiation Fee, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Owner's Lot against which each such Assessment and fee is made. Each such Assessment and fee, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the Assessment or fee fell due. The personal obligation for

delinquent Assessments and fees shall not pass to such Owner's successors in title unless expressly assumed by such successor.

O
P
R

O
2
O
O
4

O
O
1
4
6

Section 3.2 Initial Initiation Fee and Regular Assessment. Until adjusted pursuant to the terms of Section 3.9, the Initiation Fee (herein so called) for membership in the Association shall be no more than Four Hundred Dollars (\$400.00) per Lot per calendar year. The initiation fee shall be paid on the date a Lot is conveyed to an Owner intending to use the Residence constructed thereon as a home. The Regular Assessments shall commence as set forth in Section 3.5 below, and shall be payable in advance on February 1 of each year. If the date of commencement of Regular Assessments for an Owner under Section 3.5 is other than February 1, the first Regular Assessment owing by such Owner shall be prorated from the date of the Owner closing until December 31 of the year of Owner closing, and paid to the Association on such date of commencement. The initiation fee and Regular Assessments may be adjusted as determined by the Board pursuant to the Articles and Bylaws and shall be payable as set forth herein, or as otherwise prescribed by the Board.

Section 3.3 Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy at any time, in accordance with the Articles and Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, (i) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the HOA Lots, including fixtures and personal property related thereto, (ii) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (iii) as to a particular Lot Owner, HOA Expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees.

Section 3.4 Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized in Section 3.2 and Section 3.3 shall be in accordance with the Bylaws of the Association.

Section 3.5 Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot in question to an Owner intending to use the Residence constructed on the Lot as a home.

Section 3.6 Exempt Property. All HOA Lots and all property dedicated to and accepted by the City or another governmental authority shall be exempt from the Assessments created herein.

Section 3.7 Remedies of Association. Any Assessment or Initiation Fee not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum rate permitted by applicable law. Such Assessment or Initiation Fee and all interest and costs of collection, including administrative costs of the Association and reasonable attorneys' fees, shall be secured by a lien upon the Owner's Lot to which such Assessment, Initiation Fee and costs relate, which lien (i) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid on a bona fide mortgage lien or deed of trust lien of record, and (ii) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of nonjudicial foreclosure sale and the other rights and remedies afforded under Chapter 51 of the TEXAS PROPERTY CODE. It is expressly intended that

by acceptance of a deed or other form of conveyance to a Lot within the Property, each Owner acknowledges that title is accepted subject to the lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of Lot or other exemption, the Assessment lien having been created prior to the creation or attachment of any Lot right with respect to any Lot.

To evidence the lien, the Association may file a written notice of such lien in the Real Property Records of Kaufman County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of lien as provided above, the Association may bring an action at law against the Owner personally obligated to pay the indebtedness secured thereby, and in addition, conduct a nonjudicial foreclosure sale of the Owner's Lot under the TEXAS PROPERTY CODE or judicially foreclose the lien against the Owner's Lot, all such remedies being cumulative. In any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Owner may waive or otherwise escape liability for the initiation fee or Assessments provided for herein by non-use of the HOA Lots or abandonment of the assessed Lot by the Owner.

Section 3.8 Subordination of Lien to Mortgages. The lien securing the Assessments and Initiation Fee provided for herein on each Lot shall be subordinate to the lien of any bona fide mortgage or deed of trust of record now or hereafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Assessment and Initiation Fee lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record shall extinguish the Assessment and Initiation Fee lien as to Assessments or any Initiation Fee, which became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Assessments or Initiation Fee thereafter becoming due or from the lien securing such Assessments or Initiation Fee.

Section 3.9 Duties of the Board. The Board shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board may levy a Special Assessment authorized by this Declaration at any time. The Board shall establish the due date for such Special Assessment at the time of levy. The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said Assessments a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid.

ARTICLE 4

HOA LOTS

Section 4.1 Property Rights. Every Owner shall have a right and easement of enjoyment in and to the HOA Lots (including the improvements situated thereon, if any), which shall be

O
P
R

O
2
O
O
4

O
O
1
4
7

O
P
R

O
2
O
O
4

O
O
1
4
8

appurtenant to and shall pass with title of any portion of the Property, subject to the following provisions:

- (a) The Association shall have the right to prescribe rules and regulations from time to time governing and restricting the use of the HOA Lots;
- (b) The Association shall have the right to suspend the voting rights and right to use of the HOA Lots of an Owner for any period during which any Assessment or initiation fee against the Owner's Lot remains unpaid and for a reasonable period in response to any infraction of the Association's rules and regulations; and
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the HOA Lots from foreclosure or forfeiture.

Section 4.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the Owner's tenants, invitees and guests and to succeeding Owners and their tenants, invitees and guests.

Section 4.3 Title to HOA Lots. Declarant may retain the legal title to the HOA Lots until such time as in the sole discretion of Declarant the Association is able to maintain the same, at which time the Declarant will convey title to the HOA Lots to the Association. The Association shall have the right to accept or decline the HOA Lots and improvements thereon. Until title to the HOA Lots has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such HOA Lots granted to the Association in this Declaration, other than the levying and collection of Assessments, which only the Association may do. As to the HOA Lots to which the Association holds title, such HOA Lots cannot be mortgaged or conveyed without approval of at least two-thirds of the Owners who are Members.

Section 4.4 Maintenance of HOA Lots Included in Annual Assessment. The Association shall provide maintenance, replacement, repair and care for the HOA Lots, including landscaping and plants thereon. By way of illustration, such improvements may include, but not necessarily be limited to, fences, walls, lighting and other facilities considered necessary for the overall illumination or security of the Property. The maintenance provided for in this Section shall be considered as services due each Member in consideration of the Assessments levied against the Member's Lot. However, in the event that the need for any such maintenance, replacement or repair performed by the Association, in the judgment of the Board, is caused through the willful or negligent act of the Member or the Member's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment to which the Member's Lot is subject.

ARTICLE 5

DISCLOSURES

Section 5.1 The Property contains an area designated to be in a flood plain.

Section 5.2 Some of the lots will back up to a gas line easement.

Section 5.3 The Property is adjacent to a cemetery.

Section 5.4 The Property is adjacent to other properties that have been zoned for commercial use and multi-family use.

O
P
R

ARTICLE 6
RESTRICTIONS

Section 6.1 Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the Property and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

O
2
O
O
4

(a) Residential Use. All Lots shall be used for residential purposes only, with the following additional restrictions and stipulations:

- 1. No trailer, basement, tent, garage or outbuilding erected or placed on any Lot or any vehicle of any kind placed on any Lot shall be used as either a permanent or temporary residence or dwelling.
- 2. No temporary structure of any kind shall be erected or placed on any Lot and in no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with plans and specifications approved by the Developer.

O
O
1
4
9

(b) Use Limitations. The following uses of Lots, tracts or parcels of land in the Property are not permitted:

- 1. Any prohibited use set out in Section 6.1(a) above.
- 2. Any use for a Residence other than one (1) detached single family residence per Lot, which detached single family residence may not exceed two (2) stories in height.
- 3. Any use which generally constitutes a nuisance or which involves a noxious odor, excessive emission of smoke, dust, steam, or vapor or any excessive noise level.
- 4. Any use involving the keeping on any Lot of any animals or domestic fowl, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.
- 5. Any use or maintenance of any Lot as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers which are not visible from the front of any Residence. All equipment for the storage and disposal of such materials shall be kept clean and in a sanitary condition.

O
P
R

O
2
0
0
4

O
0
1
5
0

6. No abandoned automobiles, trucks, boats, trailers, campers, recreational vehicles, or other similar vehicles shall ever be located or stored on any Lot except in a garage or other approved outbuilding. No vehicle of any size which normally transports flammable or explosive cargo may be kept on any Lot at any time.

7. All Residences or other structures constructed or erected upon any Lot shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Lot; provided, however, that an Owner may transport or locate prefabricated storage buildings on any Lot provided the same are in harmony with the exterior of the primary residence and are not visibly constructed of metal.

8. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot.

(c) Fences. No fences of any kind or character whatsoever shall be erected on any Lot except as follows:

- 1. Chain link, wrought iron, wood or masonry fences which are situated entirely behind the front of the Residence on such Lot and approved by the Developer.
- 2. Lots which back up to the gas line easement shall have rear fences constructed only of wrought iron or chain link.

(d) Signs. No sign or signs of any nature shall be displayed to the public view within the Property except that: Each Declarant may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots;

- 1. Any builder, during the construction and sale of a single family Residence, may utilize professional signs (of not more than twelve (12) square feet in size) on each Lot which it owns for advertising and sales promotion.
- 2. A dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the homeowner of the Lot for the sale of that Lot and its improvements.
- 3. One small, professionally fabricated sign indicating that the Property is protected by a security system and monitored by a professional security company may be placed on a Lot.
- 4. No more than two (2) political signs advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal may be erected on a Lot provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed sixty (60) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election).

O
P
R

O
2
O
O
4

O
O
1
5
1

5. Personal signs indicating school affiliations, birth announcements and similar type signs may be erected on a Lot provided they are in compliance with the intent of this Declaration.

6. Contractors' signs used for advertising work performed on a Lot may be erected on such Lot provided that such signs shall not be erected more than ten (10) days prior to commencement of the work and are removed no later than ten (10) days following completion of the work.

The Board or its agents shall, without notice, have the right, but not the obligation, to remove any sign, billboard or other advertising structure that does not comply with the above and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The Association shall have the right to erect signs as the Board deems appropriate. All signs are to be in compliance with the sign ordinance of the Municipality. In addition to any other remedy provided herein for the enforcement of violations, the failure to comply with this Section will subject any Owner to a fine of up to One Hundred Dollars (\$100.00) per day per sign for each day such Owner fails to comply with this Section.

(e) Illegal Trade. No illegal activity of any kind shall be carried on upon any Lot.

(f) Landscaping. Landscaping will be required on all Lots contemporaneously with completion of other Improvements, but in no event later than one hundred eighty (180) days after first occupancy or completion of Improvement(s), whichever is first to occur. Additionally, Landscaping will comply with and conform to the following:

1. May not obstruct site lines at streets or driveway intersections. Specifically, no hedge or shrub which obstructs site lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street right-of-way lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same site line limitations shall apply to any Lot within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such site line.

2. Preserve existing trees to the extent practical.

3. Permit reasonable access to public and private utility lines and easements for installation and repair.

4. Any Lot purchased but left vacant shall be mowed and maintained at all times.

(g) Garages. Each Sign Family Residence erected on a Lot shall provide attached garage space for a minimum of two (2) conventional automobiles. No Owner may remodel, modify or use his or her garage so as to prevent the parking of at least two (2) conventional automobiles therein.

(h) Mineral Operations. No oil drilling, water drilling or development operations, oil refining, quarrying, surface mining or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

O
P
R

Section 6.2 Enforcement. The Board shall have the power to impose reasonable fines and sanctions, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Residence. In the event that any Owner, occupant, guest or invitee of a Residence violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

O
2
O
O
4

(a) Notice. Prior to imposition of any fine or sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board, or Committee appointed to act on the Board's behalf, if any, for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

O
O
1
5
2

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session, unless the alleged violator requests an open hearing, affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any fine or sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the appointed Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before any appointed Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

O
P
R
O
2
0
0
4
O
0
1
5
3

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of this Declaration, the Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Section 6.3 Architectural Controls.

(a) Architectural Committee. The members of the Board shall appoint the Architectural Committee. The Board has the right to remove a member of the Committee with or without cause. The Committee shall consist of a Chairman who shall be a Director of the Association and at least two (2), but no more than six (6) Owners, who are Members, who shall serve for a term of two (2) years. Members of the Committee shall receive no fee or compensation for their services.

(b) Submission of Plans. Prior to the commencement of any work, there shall be submitted to the Committee two (2) complete sets of plans and specifications of any and all proposed construction of or improvement to any dwelling, building, structure or improvements on any lot and of any changes in the terrain of any lot, and two (2) complete sets of plans and specifications for reconstruction, alterations, or additions to any dwelling, building, structures or improvement on any lot which affect the exterior appearance or structural integrity of any such dwelling, building, structure or improvements. All plans and specifications for any dwelling, building, structure or improvements to be erected on any lot shall include plot plans showing the proposed location thereof on the lot, the dimensions including exterior color schemes thereof. The approval of the Committee must be obtained prior to the commencement of any such exterior painting, remodeling, reconstruction, alterations, additions, new construction or changes in terrain.

(c) Approval or Disapproval. Before any work is commenced on any lot, the Committee, as the same is from time to time composed, shall approve or disapprove plans and specifications by majority vote of the Committee Members then serving. One (1) set of said plans and specifications, with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee. The signature of any member of the Committee on any such plans and specifications with "approved" or "disapproved" thereon written or stamped shall be prima facie evidence as to such approval or disapproval being the act of the full Committee. In the event the Committee fails to approve or disapprove any such plans or specifications within thirty (30) days after the Committee has acknowledged receipt of same by a member of the Committee, and if all terms contained in this Declaration have been complied with, the Committee shall be deemed to have approved such plans and specifications.

(d) Criteria for Disapproval. The Committee shall have the right to disapprove any plans and specifications submitted to it as aforesaid in the event such plans and specifications are not in strict conformity with all of the provisions of this Declaration, if the external design, appearance, location or color scheme of the proposed dwelling, building or other structure is not in harmony with the general surroundings of such lot or with the adjacent dwellings, buildings, or structures or with the topography, if the plans and specifications submitted are incomplete, if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography, or in the event the Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare, or rights of any or all Owners, all in the sole discretion of the Committee. Any owner who disputes a Committee decision, may appeal the decision to the Board of Directors, whose decision shall be final.

(e) Vacancies on Committee. A vacancy shall be created on the Committee by the resignation, removal, death or failure to act of any member thereof. The Board of Directors of the Association is authorized to fill any vacancy by appointment. If the Board of Directors of the Association should fail or refuse to appoint a successor to fill any vacancy on the Committee within thirty (30) days after receipt of a written demand by any Owner to make an appointment, the Owners of a majority of the lots shall have the right to elect or appoint a successor or successors to fill any such vacancy.

(f) Limitation of Committee Liability. The Committee is authorized to accept whatever drawings, plans or specifications it deems necessary or desirable within its sole discretion in satisfaction of this Article. Neither the Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

(g) Requests for Variance. Upon submission of a written narrative request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from this Declaration. In any case, however, such variances shall be in basic conformity and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. 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 Committee's right to strictly enforce this Declaration against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describes in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. Any variance granted by the Committee shall be considered a rule made under this Declaration. The Committee's failure to approve, deny or respond to

O
P
R

O
2
O
O
4

O
O
1
5
4

any request for variance shall never, under any circumstances, constitute "deemed" approval.

ARTICLE 7

NEIGHBORHOODS, VOTING MEMBERS AND VOTING GROUPS

O
P
R

O
2
O
O
4

O
O
1
5
5

Section 7.1 Neighborhoods. Every Residence shall be located within a Neighborhood. In the discretion of the Owner(s) and developer(s) of each Neighborhood, the Residences within a particular Neighborhood may be subject to additional covenants and/or the Residence Owners may all be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required unless otherwise as required by law. The Owners of Residences in any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee, as described herein to represent the interests of such Owners.

Each Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Residences in such Neighborhood upon the affirmative vote, written consent, or a combination thereof of the Owners of a majority of the Residences within the Neighborhood. In such event, the Association may provide the requested services, if the Board deems it appropriate. The cost of such services ("Neighborhood Expenses") shall be assessed against the Residences within such Neighborhood as a Neighborhood Assessment pursuant to Article 3 hereof.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. The Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to redesignate Neighborhood boundaries; provided, two or more Neighborhoods previously established shall not be combined without the consent of Owners of a majority of the Residences in the affected Neighborhoods.

The Owner(s) of a majority of the total number of Residences within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a plat or survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Residences to be included within the proposed Neighborhood(s). Such petition shall be grated upon the filing of all required documents with the Board unless the Board of Directors denies such application in writing within thirty (30) days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

At any meeting of the Owners of Residences in a Neighborhood, the provisions of Article 3 of the Bylaws shall apply, except that the term "Voting Member" as used in those Sections shall refer to the Members within the Neighborhood.

O
P
R

O
2
0
0
4

O
0
1
5
6

Section 7.2 Voting Members. The Members within each Neighborhood shall elect one Voting Member for each fifty (50) Residences within the Neighborhood (rounded up to the nearest 50). On all Association matters requiring a membership vote, each such Voting Member shall be entitled to cast that number of votes determined by dividing the total number of Member votes in the Neighborhood by the number of Voting Members elected from such Neighborhood, except as otherwise specified in this Declaration or the Bylaws. The Members within each Neighborhood shall also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member.

The Voting Member(s) and alternate Voting Member(s) from each Neighborhood shall be elected on an annual basis, either by written ballot or at a meeting of the Members within such Neighborhood, as determined by the Board; provided, upon written petition signed by Members holding at least ten (10%) percent of the votes attributable to Residences within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Members representing at least twenty-five percent (25%) of the total votes attributable to Residences in the Neighborhood shall constitute a quorum at any meeting of the Neighborhood.

The Board shall call for the first election of the Voting Member(s) and alternate Voting Member(s) from a Neighborhood not later than one year after the first conveyance of a Residence in the Neighborhood to a Person other than a Builder. Subsequent elections shall be held within thirty (30) days of the same date each year. Each Member shall be entitled to cast one equal vote for each Residence which it owns in the Neighborhood for each position. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected. Any Owner of a Residence in the Neighborhood may submit nominations for election or declare himself a candidate in accordance with procedures which the Board shall establish.

Any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Residences owned by Members in the Neighborhood which such Voting Member represents.

Until such time as the Board first calls for election of a Voting Member for a Neighborhood, the Owners within such Neighborhood may personally cast the votes attributable to their respective Residences on any issue requiring a vote of the Voting Members under this Declaration, the Bylaws or the Articles.

Section 7.3 Voting Groups. The Declarant may establish Voting Groups for election of directors to the Board in order to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Residences in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. Each Voting Group shall be entitled to elect the number of directors specified in Section 4.02 of the Bylaws. Any other members of the Board of Directors shall be elected at large by all Voting Members without regard to Voting Groups.

O
P
R

O
2
O
O
4

O
O
1
5
7

The Declarant shall establish Voting Groups, if at all, by filing with the Association and in the County Clerk Official Records of Kaufman County, Texas, a Supplemental Declaration identifying each Voting Group and the Residences within such group. Such designation may be amended from time to time by the Declarant, acting alone, at any time Declarant possesses a majority of the Votes. Until such time as Voting Groups are established by the Declarant, or in the event that the Declarant fails to establish Voting Groups, all Residences shall be assigned to the same Voting Group.

Section 7.4 Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors. Such Neighborhood Committees, if elected, shall consist of three to five Members, as determined by the vote of at least fifty-one percent (51%) of the Owners of Residences within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an *ex officio* member of the Committee. The Committee Members shall select one Voting Member from such Neighborhood to be the chairperson of the Neighborhood Committee and preside at its meetings and such Voting Member shall be responsible for transmitting any and all communications to the Board of Directors.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board of Directors and the procedural requirements set forth in the Bylaws, however, the term "Voting Member" as used in such sections shall refer to the Owners of the Residences within the Neighborhood.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities will be reserved as shown on a Final Plat. Easements will be reserved across all Lots as necessary for the installation, operation, maintenance and ownership of utilities, both surface and underground, service lines, storm drainage lines or retaining walls from the property lines to the Residences. By acceptance of a deed or other instrument of conveyance to a Lot, the Owner of the Lot agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

Section 8.2 Recorded Final Plat. All dedications, limitations, restrictions and reservations shown on a Final Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

O
P
R

O
2
O
O
4

O
O
1
5
8

Section 8.3 Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 8.4 Term. This Declaration and the covenants and restrictions contained herein shall run with and bind the land shall remain in full force and effect for a term of thirty (30) years after the date of this Declaration. Thereafter, this Declaration and the covenants and restrictions contained herein shall be extended automatically for successive periods of ten (10) years unless amended as provided herein. This Declaration may be terminated only by an amendment effected under Section 8.8(b), which expressly provides for such termination.

Section 8.5 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 8.6 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in the Property other than as specifically provided herein. This instrument, when executed, shall be filed of record in the appropriate records of Kaufman County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 8.7 Addresses. Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. Any notice to the Association shall be made to the address set forth in the Association's Articles.

Section 8.8 Amendment. This Declaration may be amended only as follows:

(a) Until the rights and authority granted to Declarant hereunder vest in the Association pursuant to Section 8.9 hereof, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

(b) At any time, the Owners of the legal title to seventy-five percent (75%) of the Lots (as shown by the Kaufman County Real Property Records) may amend the covenants and conditions set forth herein by signing, acknowledging and recording an instrument containing such amendment(s), except that until the rights and authority

granted to Declarant hereunder vest in the Association pursuant to Section 8.9 hereof, no such amendment shall be valid or effective without the joinder of Declarant.

O
P
R

O
2
O
O
4

O
O
1
5
9

Section 8.9 Rights of Declarant. All rights and authority granted to Declarant hereunder shall continue until the earlier of (a) January 31, 2025, or (b) date Declarant and its assigns no longer own any portion of the Property. On such date, all rights and authority granted to Declarant hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority, which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as Declarant hereunder to any person or entity by written instrument of assignment duly recorded in the Real Property Records of Kaufman County, Texas, a copy of which shall be delivered to the Board. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant's rights and authority as Declarant hereunder.

Section 8.10 No Warranty of Enforceability. While the Declarant has no reason to believe any of the terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Property in reliance on one or more of such terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and the Association harmless therefrom. The Declarant and the Association shall not be responsible for the acts or omissions of any individual, entity or other Owners.

Section 8.11 Right of Enforcement. The failure of Declarant to enforce any provision of this Declaration shall in no event subject Declarant to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Property.

Section 8.12 Universal Easements. The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed two (2) feet in width over all adjoining Lots and HOA Lots for the purpose of accommodating any encroachment or protrusion due to engineering errors, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; however, in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurring due to willful misconduct of Owner or Owners.

In addition, the Owner of each Lot is hereby granted an easement for minor encroachments, not to exceed three (3) feet in width by overhanging roofs and eaves as originally constructed over each adjoining Lot and/or the HOA Lots and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

Executed this 23rd day of May, 2002.

CRANDALL RESIDENTIAL DEVELOPMENT, LLC,
a Texas limited liability company

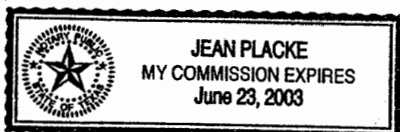
By: Michael Sims
Mike Sims, Sole Manager

After Recording Return To;

Robert H. Roeder
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd., Suite 300
McKinney, TX 75070

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

This instrument was acknowledged before me on May 23, 2002, by
Mike Sims, Sole Manager of Crandall Residential Development, LLC, a Texas
limited liability company, on behalf of the Company.



Jean Placke
Notary Public, State of Texas

O
P
R

O
2
0
0
4

O
0
1
6
0

METES & BOUNDS DESCRIPTION
for
A 24.553 Acres Tract of Land
D. Wilkerson Survey, Abstract No. 566
City of Crandall
Kaufman County, Texas

O
P
R

O
2
O
O
4

O
O
1
6
1

Being a certain tract of land, part of the D. Wilkerson Survey, Abstract No. 566, Kaufman County, Texas, and being a part of that certain called 110.13 acre tract conveyed to Lillian Gibbs by George N. Gibbs on December 4, 1929 and recorded in Volume 218 page 364 of the Deed Records of Kaufman County, Texas and being more completely described as follows:

COMMENCING at a 1/2" iron rod found for a corner at the northeast corner of the Crandall Cemetery, said point also being on the centerline of County Road 4107. **THENCE N 22° 38' 09" E**, along the centerline of County Road 4107 a distance of **42.68** feet to the **POINT OF BEGINNING**;

THENCE N 22° 38' 09" E, continuing with said centerline of County Road 4107, a distance of **585.72** feet to a 1/2" iron rod set for a corner;

THENCE S 70° 38' 40" E, a distance of **1,623.66** feet to a 1/2" iron rod set for a corner;

THENCE S 17° 02' 31" W, a distance of **85.98** feet to a 1/2" iron rod found for a corner;

THENCE S 58° 43' 42" E, a distance of **199.68** feet to a point for corner, said point also being located at the centerline of the creek;

THENCE in a southerly direction with the centerline of said creek as follows:

- S 10° 47' 07" W**, a distance of **74.68** feet;
- S 26° 19' 00" W**, a distance of **81.81** feet;
- S 61° 19' 36" E**, a distance of **148.02** feet;
- S 13° 08' 48" W**, a distance of **165.06** feet to a point for a corner;

THENCE N 70° 38' 40" W, along the southern underground gas easement, a distance of **1927.37** feet to the **POINT OF BEGINNING** and containing **24.553** acres of land, more or less.

EXHIBIT "A"

* FILED FOR RECORD *
Kaufman County, Texas
Inst #11551 V 1786 P 32
07/25/2001 12:40pm

PSAEngineering

Filed for Record on 05/30/2002 @ 02:00pm
County Clerk, Kaufman County, Texas

THE STATE OF TEXAS }
COUNTY OF KAUFMAN }

I, Laura Hughes, Clerk of the County Court in and for Kaufman County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



Laura Hughes
COUNTY CLERK OF
KAUFMAN COUNTY, TEXAS

RECORDS

OFFICIAL PUBLIC RECORDS

VOL. 2004 PAGE 142

FILED IN RECORDS ON NOVEMBER 18 2004
COUNTY CLERK - KAUFMAN COUNTY, TEXAS

AMENDMENTS

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "First Amended Declaration"), is executed by CRANDALL RESIDENTIAL DEVELOPMENT, LLC., a Texas limited liability company ("Declarant"), to apply to property within the RROC Homeowners Association, Inc.

RECITALS:

A. Declarant is the fee owner of all of the Property described on attached Exhibit "A".

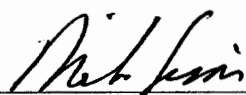
B. Declarant has full right to file this First Amendment to Declaration of Covenants, Conditions and Restrictions pursuant to and in accordance with Section 8.8(a) of the Declaration of Covenants, Conditions and Restrictions filed for record with the County Clerk, Kaufman County, Texas at 2:00 p.m. on May 30, 2002 and stamped as #11121 OPR 02004 00161 ("Declaration").

NOW, THEREFORE, Section 6.1(b) of the Declaration is hereby amended by adding the following:

- 9. No ham radio or amateur radio antennas or other equipment for receiving or sending sound or video messages or waves shall be permitted on any Lot, unless located inside the attic of the main residential structure, except that with the written permission of the Board, one antenna may be attached to the roof of the main residential structure if the place of attachment is not visible from the street the Lot is on and the antenna does not extend above the roof a maximum of two (2) feet.

Executed this 2nd day of July, 2002.

CRANDALL RESIDENTIAL DEVELOPMENT, LLC, a Texas limited liability company

By: 
Mike Sims, Sole Manager

O
P
R

O
2
0
2
4

O
0
5
9
4

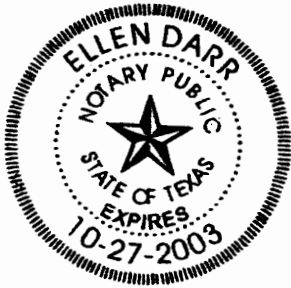
14017

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on July 2, 2002, by Mike Sims, Sole Manager of Crandall Residential Development, LLC, a Texas limited liability company, on behalf of the Company.

Ellen Darr

Notary Public
In and for the State of Texas



O
P
R

O
2
0
2
4

O
0
5
9
5

AFTER RECORDING RETURN TO:

JULIE Y. FORT
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
1700 REDBUD BLVD., SUITE 300
MCKINNEY, TX 75069

METES & BOUNDS DESCRIPTION
for
A 24.553 Acres Tract of Land
D. Wilkerson Survey, Abstract No. 566
City of Crandall
Kaufman County, Texas

O
P
R
O
2
0
2
4
O
0
5
9
6

Being a certain tract of land, part of the D. Wilkerson Survey, Abstract No. 566, Kaufman County, Texas, and being a part of that certain called 110.13 acre tract conveyed to Lillian Gibbs by George N. Gibbs on December 4, 1929 and recorded in Volume 218 page 364 of the Deed Records of Kaufman County, Texas and being more completely described as follows:

COMMENCING at a 1/2" iron rod found for a corner at the northeast corner of the Crandall Cemetery, said point also being on the centerline of County Road 4107. **THENCE N 22° 38' 09" E**, along the centerline of County Road 4107 a distance of 42.68 feet to the **POINT OF BEGINNING**;

THENCE N 22° 38' 09" E, continuing with said centerline of County Road 4107, a distance of 585.72 feet to a 1/2" iron rod set for a corner;

THENCE S 70° 38' 40" E, a distance of 1,623.66 feet to a 1/2" iron rod set for a corner;

THENCE S 17° 02' 31" W, a distance of 85.98 feet to a 1/2" iron rod found for a corner;

THENCE S 58° 43' 42" E, a distance of 199.68 feet to a point for corner, said point also being located at the centerline of the creek;

THENCE in a southerly direction with the centerline of said creek as follows:

S 10° 47' 07" W, a distance of 74.68 feet;

S 26° 19' 00" W, a distance of 81.81 feet;

S 61° 19' 36" E, a distance of 148.02 feet;

S 13° 08' 48" W, a distance of 165.06 feet to a point for a corner;

THENCE N 70° 38' 40" W, along the southern underground gas easement, a distance of 1927.37 feet to the **POINT OF BEGINNING** and containing 24.553 acres of land, more or less.

EXHIBIT "A"

PSAEngineering

Filed for Record on 07/09/2002 @ 03:02pm
Laura Hughes, Kaufman County Clerk

THE STATE OF TEXAS }
COUNTY OF KAUFMAN }

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that this instrument was filed FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



Laura Hughes
COUNTY CLERK OF
KAUFMAN COUNTY, TEXAS

RECORDS

OFFICIAL PUBLIC RECORDS

VOL. 2024 PAGE 594