

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CRYSTAL LAKE**

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRYSTAL LAKE (this "First Amendment") is made to be effective as of the 7th day of December, 1999, by the membership of Crystal Lake Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Dimension-Brooks Corporation (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Crystal Lake" at Volume 86178, Page 1685 et seq. of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Declarant created the Crystal Lake Homeowners Association as a Texas non-profit corporation to manage and administer the property subject to the Declaration, as amended from time to time; and

WHEREAS, Article XII, Section 2 of the Declaration provides for amendment of that instrument by the vote of seventy-five percent (75%) of the total eligible votes of the membership of the Association by voting in person or by proxy or by executing a written consent or approval; and

WHEREAS, the following amendment to the Declaration was approved by the requisite number of Members of the Association.

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

1. Article V, Section 8 of the Declaration is amended by deleting that section in its entirety and substituting the following therefor:

Any assessments (annual, special or otherwise) or installments thereof which are not paid when due shall be delinquent and shall bear interest from and after the due date at the maximum rate permitted by law. Any assessment or installment thereof which is delinquent for a period of more than fifteen (15) days shall incur a late charge in such amount as the Board may from time to time determine. In the event that an assessment or installment thereof remains unpaid after sixty (60) days from the due date, the Association may retain the services of an attorney for collection and all

attorney's fees and costs incurred by the Association shall be added to and become a part of the delinquent Owner's assessment obligation. In addition to the foregoing remedies, the Association may foreclose its assessment lien through non-judicial foreclosure proceedings in accordance with Section 51.002 of the Texas Property Code, as the same may be amended from time to time (the "Foreclosure Statute"). In connection with the lien provided for herein, each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance for such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. The Association may sue for unpaid assessments and other charges, however, without foreclosing or waiving the lien securing same. All payments received from an Owner shall be applied first to collection costs, then to late charges and costs, then to interest and then to delinquent assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers do hereby certify that the foregoing amendment was approved by the membership of the Association in accordance with the Declaration.

CRYSTAL LAKE HOMEOWNERS ASSOCIATION

By: Harry J. Hickey
Its: President

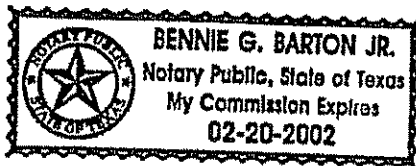
By: Donald D. Cline
Its: Secretary

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Harry J. Hickey, President of Crystal Lake Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of August, 2000.



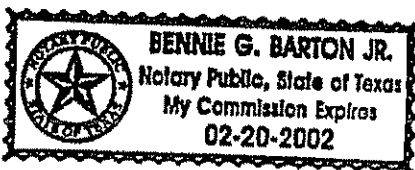
[Signature]
Notary Public in and for
the State of Texas

My Commission Expires: 02/20/02

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Darrell Clime, Secretary of Crystal Lake Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of August, 2000.



[Signature]
Notary Public in and for
the State of Texas

My Commission Expires: 02/20/02

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

GIPUD.AMD\FIRST.CRYSTALLAKE

BY-LAWS OF THE CRYSTAL LAKE HOMEOWNERS ASSOCIATION, INC.

Article I. Name

The name of this organization shall be the Crystal Lake Homeowners Association, Inc., a not for profit organization.

Article II. Boundary

The geographic boundaries of the Crystal Lake Homeowners Association, Inc. shall be both sides of the following streets: Crystal Lane, Baccarat Drive, Lennox Lane, and Sasaki Way.

Article III. Origin and Power

The Crystal Lake Homeowners Association, Inc. was formed, and these by-laws were drafted in accordance with the provisions set forth in the *Declaration of Covenants, Conditions, and Restrictions for Crystal Lake* (a document filed with Dallas County). These by-laws along with the *Declaration of Covenants, Conditions, and Restrictions for Crystal Lake* provide the guidelines by which the Board of Directors shall administer the operation of the Crystal Lake Homeowners Association, Inc.

Article IV. Purpose

The purpose of the Crystal Lake Homeowners Association, Inc. shall be to form a positive coalition to support projects and programs which promote the common good of all our members; to inform, educate, and provide an open forum for the free discussion of all issues that affect our neighborhood and promote cooperative action; to build a better neighborhood by reducing and preventing crime; to develop a cleaner, safer and healthier neighborhood and improve the quality of life for all its residents; to solve problems which exist or arise within our boundaries; and to enable our members to work together to determine the needs of our neighborhood and fully utilize all available resources to respond to those needs.

Article V. Membership

Section 1. Each and every Owner of record of a Lot, or subdivided portion thereof, shall automatically become and must remain a member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a lot. Any transfer of title to a Lot, or subdivided portion thereof, shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner thereof.

Section 2. An individual member shall have only one vote. Voting by proxy shall be permitted.

Section 3. It shall be the responsibility of the Board of Directors to maintain a current membership list of the association which shall be open and available for inspection upon request. The membership list is not to be used for business solicitation.

Section 4. As stated in the Declaration of Covenants, Conditions, and Restrictions for Crystal Lake, there shall be mandatory dues.

Article VI. Directors and Officers

Section 1. The board of Directors shall be composed of not less than eight nor more than twelve members to be elected by the membership at a general meeting of the Association. The directors shall be elected for a two year term and at least one-half shall rotate off each year to be replaced or re-elected. No director shall serve more than six consecutive years. Those members serving on the board at the time of these by-laws being approved shall draw lots to determine who shall serve a full two-year term or a one year term to begin the rotation.

Section 2. Each year, the Board of Directors shall choose from its membership the following officers:

- A. Chairperson
- B. Vice Chairperson
- C. Secretary
- D. Treasurer

Section 3. Directors and officers shall serve the term for which they are elected or until replaced. The Board of Directors may combine two or more officers' positions for convenience and ease of operations or may designate other officers as it deems necessary and appropriate. No officer shall serve more than three consecutive years in the same office.

Section 4. Duties of Officers are as follows:

- A. Chairperson: The Chairperson shall preside at general membership meetings of the Association and meetings of its Board of Directors.
- B. Vice Chairperson: The Vice-Chairperson shall act as the aide to the Chairperson and shall preside at meetings in the absence of the Chairperson.
- C. Secretary: The Secretary shall maintain accurate minutes of meetings of the general membership and meetings of the Board of Directors. The Secretary shall be the custodian of all official records of the Association.
- D. The Treasurer shall have custody of all funds and shall keep a full and accurate account of all receipts, disbursements, and expenditures of the Association. The Treasurer shall present a financial report at each general membership meeting of the Association and meetings of its Board of Directors.

Section 5. The business and affairs of the Association shall be managed by its Board of Directors. The Directors shall in all cases act as a board, and may adopt such rules and regulations for the conduct of meetings and management of the Association as they may deem proper. These by-laws may be amended from time to time by vote of the Board of Directors.

Section 6. At any meeting of the Board of Directors, a simple majority shall constitute a quorum for the transaction of business.

Section 7. Any or all of members of the Board of Directors may be removed for cause by a majority vote of the members attending a general membership meeting of the Association.

Section 8. In the event that a vacancy occurs in the Board of Directors, such vacancy shall be filled by a majority vote of the Directors.

Section 9. No member of the Board of Directors of the Association shall receive any form of compensation from any source in connection with the discharge of his/her duty as an officer.

Section 10. The Board of Directors shall meet at least six times each year.

Article VII. Meetings

Section 1. There shall be a general membership meeting of the Association at least twice a year. The election of the Board of Directors and the presentation of annual reports shall be held in the first half of the calendar year.

Section 2. A meeting of the general membership may be called at any time by any one of the following:

- A. The Chairperson
- B. A majority of the board of Directors
- C. A petition signed by no less than the number of members required for a quorum (50% + 1)

Section 3. Notice of any meeting of the general membership or meeting of the Board of Directors shall be given in accordance with procedures established so as to assure reasonable and sufficient notice. Notice shall state the place, date and time of the meeting and the general purpose for which the meeting is held.

Section 4. At a any meeting of the general membership for which proper notice has been given, a quorum shall be not less than one more than twice the number of voting members of the Board of Directors (example: 12 voting board members $\times 2 + 1 = 25$).

Section 5. The Board of Directors shall appoint representatives to attend the Garland Coalition of Homeowners' Associations.

Article VIII. Proceedings

Section 1. All proceedings of meetings of the Association and its Board of Directors shall be conducted according to generally accepted practices of parliamentary procedure.

Section 2. The resolution of any internal dispute or any grievance against the Association or its Board of Directors shall be the responsibility of a mediation committee comprised of three persons elected from the general membership.

Article IX. Committees

The Board of Directors may create and appoint standing or temporary committees with such authority and responsibilities as it deems necessary for the accomplishment of the purposes of the Association. Chairpersons of standing or temporary committees shall be non-voting, ex-officio members of the Board of Directors, unless otherwise elected as a regular Board member, and shall report directly to the Board of Directors.

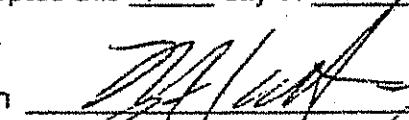
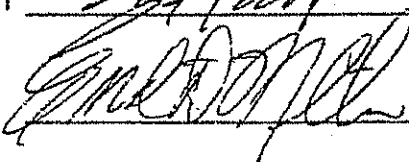
Article X. Dissolution

This Association may be dissolved by the same procedure as that provided for amending the by-laws. All debts of the Association must be paid and provisions made for the responsible disposition of assets.

These by-laws adopted this 17th day of November, 1997.

Acting Chairperson

Acting Secretary

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CRYSTAL LAKE

THE STATE OF TEXAS

COUNTY OF DALLAS

THIS DECLARATION is made on the date hereinafter set forth by
DIMENSION-BROOKS CORPORATION, hereinafter referred to as "Declarant";

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Garland, County of Dallas, State of Texas, hereinafter referred to as Crystal Lake ("the Property") and being more specifically described and outlined in red on attached Exhibits "A" and "A-1" attached hereto and fully incorporated herein by reference; and

WHEREAS, Declarant desires to develop the Property, together with any other land which Declarant, at its sole discretion, may hereafter add thereto, as a residential subdivision, for uses to be hereinafter defined, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of the Property for the development, improvement, sale, use, and enjoyment of the Property for such purpose(s); and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner (hereinafter defined); and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said subdivision, to create an Association (hereinafter defined) to which shall be delegated and assigned the powers of administering and enforcing these assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the assessments; and

WHEREAS, there will be incorporated Crystal Lake Homeowner's Association, Inc., a non-profit corporation to be created under the laws of the State of Texas, whose directors will establish Bylaws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for and placed upon said Property and shall be at any time hereafter, having or claiming any right, title, or interest in the property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

RECEIVED FROM GEMCRAFT (RANBY)
ON 5-7-88 AT MODEL OFFICE

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Crystal Lake Homeowner's Association, Inc., a non-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 4. "Committee" shall mean and refer to the Crystal Lake Homeowner's Architectural Control Committee established for the Property as hereinafter set forth.

Section 5. "Common Area" shall mean and refer to all areas of real property owned in fee, leased, or held in easement by the Association for the exclusive common use, enjoyment, and benefit of the Members of the Association, and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.

Section 6. "Common Facilities" shall mean and refer to all, if any, buildings, systems, networks, structures, and the like owned, leased, or used by the Association in fulfilling its duties for the benefit of the Members of the Association including security facilities, communications facilities, and facilities for the administration of the Association.

Section 7. "Common Landscape Facilities" shall mean and refer to the irrigation systems serving the Landscaped Medians or Common Areas, (if any), lighting facilities, street furniture (if any), and subdivision and neighborhood identification markers located on Landscaped Medians or Common Areas (if any).

Section 8. "Common Personality" shall mean and refer to any and all items of personal property owned or leased by the Association for the benefit of all Members or used by the Association in fulfilling its function and carrying out its duties hereunder.

Section 9. "Declarant" shall mean and refer to Dimension-Brooks Corporation, its successors and/or assigns if such successor or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 10. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 13. "Restrictions" shall mean and refer to those certain Covenants, Conditions, Reservations, and Restrictions hereinafter set forth.

Section 14. "Landscaped Areas" shall mean and refer to any and all areas of land within the Lots which are required pursuant to the Development Standards contained herein to be enhanced with grass, plantings, ground cover, trees, hedges, decorative walls, fountains and/or shrubs, and

expressly excluding therefrom all streets, buildings, parking areas, drive-ways, and pedestrian walkways.

Section 15. "Landscaped Median" shall mean and refer to the landscaped median located within streets or rights-of-way dedicated to the public located within the Property (if any).

Section 16. "Landscaping" shall mean and refer to growing plants, including grass, plantings, vines, ground cover, trees, hedges, shrubs, decorative walls, fountains and the like.

ARTICLE II

PROPERTY

Section 1. PROPERTY. The real property initially covered by this Declaration is described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes. The Property shall be owned, held, leased, transferred, sold, occupied, mortgaged, encumbered, and/or conveyed by Declarant and any subsequent Owner of all or any part thereof; subject to this Declaration and the Covenants, Restrictions, and Development Standards as set forth herein.

Section 2. ADDITIONS TO THE PROPERTY SUBJECT TO DECLARATION. If Declarant or any other person, firm, or corporation is the owner of any property which it desires to add or annex to the scheme of this Declaration, it may do so by filing of record a Supplemental Declaration, which shall extend the scheme of the Covenants, Restrictions, and Development Standards and of this Declaration to such additional property; PROVIDED, HOWEVER, that such Covenants, Restrictions, and Development Standards as applied to the property which is so added or annexed may be altered or modified by said Supplemental Declaration; and PROVIDED FURTHER, if property is added or annexed to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting by and through its Board of Directors, must give written consent thereto.

Section 3. CONTENTS OF SUPPLEMENTAL DECLARATION. Each Supplemental Declaration shall include a legal description of the property added and shall designate said area so as to differentiate each such area added from others areas within the Property. Such Supplemental Declaration shall set forth the development standards and protective covenants to which the added or annexed properties shall be subject, and such development standards and protective covenants may contain additions, deletions, and modifications from those contained in this Declaration as may be necessary to reflect the different character, if any, of the added or annexed properties. Further, such Supplemental Declaration may contain additions, deletions, or modifications to Article I for definitional purposes and to Article II for purposes of defining the added or annexed property. Except as set forth above or hereinafter, such Supplemental Declaration shall not revoke, modify, or change any other provision contained within this Declaration, nor shall such Supplemental Declaration revoke, modify, or add to the Development Standards and Protective Covenants established by this Declaration, nor revoke, modify or add to the development standards and protective covenants established by previously filed Supplemental Declarations as they apply to previously added or annexed property.

Section 4. MERGER OR CONSOLIDATION. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants, Restrictions, and Development Standards established by this Declaration and any Supplemental Declaration within the properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the Covenants,

Restrictions, and Development Standards established by this Declaration or any Supplemental Declaration pertaining to the properties except as herein-after provided.

ARTICLE III

PROPERTY RIGHTS

Section 1. ASSOCIATION. The Association is hereby granted an easement and right-of-way and to the Common Areas for the purposes stated in the definition of Common Areas set forth hereinabove, subject to the provisions of these Restrictions.

Section 2. EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 hereof, every Member of the Association shall have the right and easement of enjoyment in and to the Common Areas.

Section 3. EXTENT OF EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas;
- b. The right of the Association to sell, dedicate, or otherwise convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by a two-thirds (2/3) majority of the total eligible votes of the membership of the Association, voting in person or by legitimate proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting. Dedication of public utility easements can be approved by the Board and does not require the approval of the Members;
- c. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof;
- d. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure;
- e. (i) The right of the Association to suspend the easements of enjoyment of any Member of the Association during which time any assessment, as hereinafter described, remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (ii) The right of the Association to suspend the voting rights and right to use of the recreational facilities by 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;
- f. No Owner shall plant, place, fix, install, or construct or remove any vegetation, hedge, tree, shrub, fence, wall, structure, or improvement on the Common Areas, either in whole or in part, without the prior written consent of the Association. The Association may, without liability to the Owner or Owners, remove anything placed on the Common Areas in violation of the provisions of this subsection and recover the cost of such removal from the Owner(s) responsible.

9. INTENTIONALLY OMITTED.

Section 4. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, its right of enjoyment to the Common Area and facilities to its tenants, contract purchasers, guests, invitees, licensees, or employees working upon the Property.

Section 5. PARKING RIGHTS. INTENTIONALLY OMITTED.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Each and every Owner of record of a Lot, or subdivided portion thereof, shall automatically become and must remain a Member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Any transfer of title to a Lot, or subdivided portion thereof, shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner thereof.

Section 2. CLASSES OF VOTING MEMBERS. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of 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. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1999.

Section 3. VOTING, QUORUM, AND NOTICE REQUIREMENTS. Except as set forth hereinafter, the vote of the majority of the votes entitled to be cast by the Members present, or represented by legitimate proxy, at a legally constituted meeting at which a quorum is present, shall be the act of the Members of the meeting. The number of votes present at a meeting that will constitute a quorum shall be as set forth in the Bylaws of the Association, as amended from time to time. Notice requirements for all action to be taken by the Members of the Association shall be as set forth herein or in its Bylaws, as the same may be amended from time to time.

Section 4. ASSIGNABILITY OF VOTING RIGHTS. Any Owner may collaterally assign its voting rights to the beneficiary of a first lien deed of trust or first mortgage covering the Lot or subdivided part thereof owned by an Owner as additionally security, which assignment shall not be effective until written notice thereof is actually received by the Association, together with evidence of said beneficiary's or mortgagee's entitlement to cast said votes.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

A. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments on charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment,

together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Notwithstanding the foregoing Section 1 A., it is understood that the assessments provided for in this Declaration may be insufficient to cover all of the operating expenses of the Association. Declarant intends to fund such operating deficits of the Association but it is specifically and expressly stated and understood herein that Declarant shall in no way be obligated to fund any such Association deficits. However, in the event Declarant elects to fund said operating deficits and during any period of time that Declarant is funding the Association's operating deficits then Declarant shall have the right to cast all votes from time to time held by any member(s) of the Association as a Class A member. Declarant hereby is granted an irrevocable proxy to cast all votes of, for and in the Association as a Class A member thereof if and so long as Declarant is funding the Association's operating deficits, if such there be, and the Association is and the members thereof are hereby bound to issue and execute new proxies, in favor of Declarant, at such time and from time to time as such proxies may be required. In the event Declarant does elect to fund the deficits described herein, Declarant shall fund only the difference between the cost of those expenses giving rise to the deficits and any amounts received by the Association through assessments or otherwise. Declarant may, however, merely elect to pay assessments only on the Lots owned by Declarant. In no event shall Declarant be obligated to pay assessments pursuant to this Declaration during any time in which Declarant is funding deficits as aforesaid.

X. Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, Common Facilities, Common Landscape Facilities, Common Personality and Landscaped Medians.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of

members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area from Declarant to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. Billing for assessments on a monthly, quarterly, semi-annual or annual basis shall be at the Declarant's or Association's option, as the case may be.

Section 8. 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 at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

GENERAL DUTY, POWERS, AND AUTHORITY OF THE ASSOCIATION

Section 1. BOARD OF DIRECTORS. The affairs of the Association shall be managed by a Board of Directors which has been or will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of Directors and the initial members of the Board of Directors shall be set forth in the Articles of Incorporation of the Association.

Section 2. DUTY OF THE ASSOCIATION. In addition to the powers and authority granted to it by its Articles of Incorporation or this Declaration, and without limiting the generality thereof, the Association shall have the duty to operate, maintain, or otherwise manage or provide for the operation, maintenance, or management of the Common Areas, Common

Facilities, Common Landscape Facilities, Common Personality, and Landscaped Medians. Such responsibilities shall include, but not be limited to, mowing, pruning, fertilizing, preservation and replacement of the landscaping, and the upkeep and maintenance of sprinklers, irrigation mains and laterals, sprinkler heads, equipment, water pumps, signs, lighting, planting boxes, ponds, lakes, and other landscape amenities and improvements, located in such areas.

Section 3. POWERS AND AUTHORITY OF THE ASSOCIATION.

The Association shall have all of the powers of a nonprofit corporation organized under the Nonprofit Corporation Act of the State of Texas, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. It shall have power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles of Incorporation, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation:

- a. To levy and collect assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with this Declaration;
- b. To enter into contracts with Owners of Lots to provide landscape maintenance services to such Owners for a fee;
- c. To enter into contracts with Owners of Lot to provided any other services to such Owners for a fee;
- d. To enter into contracts with municipal entities to provide landscape maintenance services within Landscaped Medians or other rights-of-way dedicated to the public;
- e. To make reasonable rules and regulations for the operation of the Common Areas, Common Facilities, Common Landscape Facilities, Common Personality, and Landscaped Medians as specified herein 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 the Owners of a majority of the total eligible votes of the membership of the Association;
- f. To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Association;
- g. To enter into agreements or contracts with utility companies with respect to utility installation, consumption, and service matters;
- h. To borrow funds to purchase property, real and personal, relating to the operations of the Association and to pay costs of operations secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
- i. To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- j. To sue or defend in any court, administrative agency, or other tribunal on behalf of the Association and its members;
- k. To provide adequate reserves for repairs and replacements;
- l. To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon written request of one-third (1/3) of the Members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Members within thirty (30) days after completion;

- m. Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- n. To suspend the voting rights of a Member for any period during which any assessment against such Member's Lot remains unpaid;
- o. To provide or cause to be provided to the Association and its Members security services with respect to the Property or the Lots contained therein;
- p. To provide or cause to be provided to the Association and its Members communication systems, including cable network, serving the Property or the Lots contained therein;
- q. To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors, or such other employees as it may deem necessary, and to prescribe their duties and to set their compensation;
- r. To retain the services of legal and accounting firms;
- s. To enforce the provisions of this Declaration any any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;
- t. To contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association; and
- u. To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of the purposes set forth herein or for the enforcement of the Covenants, Restrictions, and Development Standards.

Section 4. LIABILITY LIMITATIONS. Neither any Member, nor the Board of Directors (nor any of them), nor the officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portions thereof or for failure to repair or maintain the same. The Declarant, the Association, or any other person, firm, or association liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements, or portions thereof.

Section 5. RESERVE FUNDS. The Board, in its discretion, may establish reserve funds which shall be maintained and accounted for separately from other funds maintained for annual operating expense and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association. The Reserve Fund shall be established to replace equipment, etc., depreciated over time. Declarant shall not be obligated to pay any portion of the reserve fund if Declarant has elected to fund deficits according to Section 1 B. of Article V hereof.

ARTICLE VII

INSURANCE; REPAIR AND RESTORATION

Section 1. RIGHT TO PURCHASE INSURANCE. The Association shall have the right and option to purchase, carry, and maintain in force insurance covering the Association, the Committee, and any or all portions of the Common Areas, Common Facilities, Common Personality, Landscaped Medians, and/or Common Landscape Facilities, and any improvements thereon or appurtenant thereto, and any other property owned or leased by the Association, for the benefit of the Association, the Committee, the Members, the Board of Directors, agents, and employees of the Association, in such amounts and with such endorsements and coverage as shall be considered, in its sole discretion, to be good, sound insurance coverage for activities or properties similar in location, character, construction, or use. Such insurance may include, but need not be limited to:

- a. Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Owners and Members with respect to the Common Areas, Landscaped Median, and Common Landscape Facilities;
- b. Fidelity bond for all directors, officers, and employees of the Association having control over the receipt or disbursement of funds.

Section 2. INSURANCE PROCEEDS. The Association and the Members 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, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Areas, Landscaped Median, and Common Landscape Facilities.

Section 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 Article V of this Declaration to cover the deficiency.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. COMMITTEE. The Association shall have an Architectural Control Committee (the "Committee"), which shall consist of three (3) or more members who shall be natural persons and who shall appoint amongst themselves one member who shall be chairman.

Section 2. APPOINTMENT OF THE COMMITTEE, MEMBERSHIP AND PROCEDURE. The members of the Committee shall be appointed and/or removed as follows:

- a. Until eighty percent (80%) of the land area within the Property (including any additions or annexations thereto) has been sold and conveyed by Declarant to third party purchasers of Lots, or until December 31, 1999, whichever is the earlier to occur, Declarant shall have the exclusive power and right to appoint and remove the members of the Committee and to fill vacancies thereon.
- b. After eighty percent (80%) of the land area within the Property (including any additions or annexations thereto) has been sold or conveyed by Declarant to third parties, or after December 31, 1999, whichever is earlier to occur, the Board shall have the exclusive right and power at any time and from time to time to appoint and remove members of the Committee and to fill vacancies thereon.
- c. A majority of the committee may elect successors, in event of resignation or vacancy, or designate a representative to act for it at any time or for

any period. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to Dimension-Brooks Corporation or its successors. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of this designated representative and requirement of this covenant shall cease on and after December 31, 1999; provided, however, that any any time the then record owners of a majority of the lots in this subdivision shall have the power through a duly recorded instrument to extend the period during which the committee shall exercise the powers and duties herein defined. The committee's approval or disapproval as required in these covenants shall be in writing. In the event his committee, or its designated representative, fails to approve or disapprove within twenty (20) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such committee be subject to any suit by anyone for damages.

Section 3. FUNCTION OF THE COMMITTEE. No building shall be erected, placed, or altered on any lot until the construction plans and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear, and side elevations on submitted plans. The Architectural Control Committee's consideration of the general appearance of the proposed building shall also specifically include without limitation, where applicable, consideration of landscaping, irrigation, exterior lighting, fencing and walls, etc. Considerations such as size, set back, cost and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the subdivision. Any application for any building planned for any Lot not approved by the Architectural Control Committee shall be modified and amended in accordance with the comments and decision of the Committee prior to its being resubmitted for consideration. There shall be no limit to the number of times that the Architectural Control Committee can reject construction plans for any building or structure.

Section 4. MODIFICATIONS AND CHANGES. Declarant reserves the right to modify and change the conditions contained in Article IX for any additional land made subject to the Declaration if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the Property, but nothing contained herein shall permit Declarant to modify or change conditions applicable to the Property or any additional land heretofore made subject hereto, except as provided in elsewhere this Declaration.

Section 5. LIMITATION OF LIABILITY. The Committee shall not be liable in damages or otherwise to anyone submitting plans and specifications for approval or the any Owner of a Lot or parcel of land in the Property by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

ARTICLE IX

DEVELOPMENT STANDARDS AND PROTECTIVE COVENANTS

Section 1. USES RESTRICTIONS AND EASEMENTS.

- a. PERMITTED USES. Lots in Crystal Lake shall be known and described as single-family residential lots only.
- b. PROHIBITED USES. The following uses are prohibited within the Property, except for certain reasonable activities and uses which may exist during any reasonable period of construction of improvements on any portion of the Property. The Committee's determination as to whether any use within the Property is prohibited pursuant to this Section b shall be final and conclusive:
 1. any illegal, noxious, or offensive activity of any kind and nothing shall be done thereon which may be or become an annoyance or nuisance in the neighborhood;
 2. any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise, or pollution, or that is hazardous by reason of excessive danger of fire or explosion;
 3. any use which may cause or produce a nuisance as to any other portion of the Property;
 4. trailer court, slaughterhouse, tannery, cannery, manufacturing facility, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage and distribution, any dumping, disposal, incineration or reduction of garbage or refuse (not including, however, garbage collection or compaction devices which temporarily hold refuse for disposal offsite), or any fire or bankruptcy sale or auction house operation;
 5. establishments featuring topless, bottomless, or totally nude performers, waitresses, waiters, or other personnel, or which provide visual recorded entertainment featuring nude or partially nude persons performing or simulating sexual acts; businesses which regularly show X-rated movies or pornographic movies or sell pornographic material; businesses which operate as massage parlors, pool halls, or amusement parlors;
 6. no animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 7. open exterior storage of any goods or materials;
 8. storage of oil, gasoline, or other flammable liquid in bulk of more than fifty-five (55) gallons gross capacity except in underground storage tanks;
 9. overnight parking of large trucks (one ton or larger in size);
 10. uses in violation of the laws of the United States or of the State of Texas or any political subdivision thereof, including applicable zoning ordinances of the City of Garland, Texas;
 11. further subdivision of parcels of land without the prior written approval of the Committee;
 12. the agricultural use of any unimproved lot or parcel of ground except with the express written consent of the Committee.
 13. no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any

- lot, nor shall oil 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 or nature gas shall be erected, maintained or permitted upon any lot.
14. no building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
 15. no building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Article VIII herein and shall be specifically subject to the considerations of Section 3 of Article VIII herein.
 16. no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
 17. no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Any sign planned for display on any Lot shall be submitted to the Architectural Control Committee prior to its being erected on said Lot and no sign of any kind shall be displayed on any Lot until written approval from the Architectural Control Committee has been received by the builder or owner of the Lot.
 18. no individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Texas or local public health authority in the City of Garland. Approval of such system as installed shall be obtained from such authority.
 19. no individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of State of Texas or local public health authority in the City of Garland. Approval of such system as installed shall be obtained from such authority.
 20. no lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- c. **MINERAL EXCEPTION AND SURFACE WAIVER.** There is hereby excepted from the Property all oil, gas, and other minerals in, on, and under the Property which have not been previously reserved, but Declarant (a) hereby waives, for itself, its successors, legal representatives, and assigns, and will confirm such waiver in each Deed of a Tract, its right to use the surface of the Property for exploration for, or development or production of oil, gas, and other minerals; and (b) agrees for itself, its successors, and assigns (including, without limitation, any lessee(s) of all or any portion of the mineral estate of the Property) that no portion of any well shall be drilled under and/or through the Property at a

depth of less than three hundred (300) feet, or bottomed or completed under the Property at a depth less than two thousand (2,000) feet, in each instances as measured vertically from the nearest point located on the surface of the Property.

Section 2. SITE PLANS.

- a. DWELLING COST, QUALITY AND SIZE. No dwelling exclusive of garages, open porches, or patios, shall be permitted on any lot in this subdivision at a cost of less than Twenty-Five Thousand Dollars (\$25,000.00), based upon cost levels prevailing on the date these covenants are recorded. Said minimum improvement cost limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Building Costs in Dallas County, Texas. If such index values are not available at the time of actual construction, then said minimum improvements limitations above provided shall be revised in accordance with some suitable recognized index showing fluctuations in building costs. The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of garages, open porches, patios and detached accessory buildings, shall be not less than one thousand four hundred (1400) square feet for one-story dwellings and two-story dwellings. Provided, however, that the average square footage shall be a minimum of one thousand six hundred (1600) square feet over the entire subdivision.
- b. MINIMUM MASONRY 75%. For all purposes of these Restrictive Covenants, masonry includes brick or other nonflammable material as approved by the Architectural Control Committee. A minimum of seventy-five percent (75%) of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction.
- c. TWO CAR CARPORT GARAGE REQUIRED. Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure.
- d. DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete or other approved substance. The decision of Architectural Control Committee to allow a variance in driveway location is final.
- e. BOAT AND TRAILER PARKING. No boat, trailer, camper body or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.
- f. LOT AREA AND WIDTH. INTENTIONALLY OMITTED.
- g. WAIVER OF FRONT SETBACK REQUIREMENTS. With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in subparagraph 1 below, where in the opinion of the said committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the approval of the Architectural Control Committee. Should the plot plan or plat showing location of the proposed structure indicate on its fact that a variance is sought to be needed, approval of the plans, without conditions attached, shall include approval of such variance.
- h. EASEMENTS. (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such

area. Also, an (8-inch) brick lug and brick wall easement on each side of each lot, and a (4.5 foot) roof overhand easement on each side of each lot is hereby provided and reserved.

(b) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

i. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

j. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All proposed plans for planting(s) must be approved by the Architectural Control Committee, in writing, prior to construction or installation.

k. SLOPE CONTROL AREAS. INTENTIONALLY OMITTED.

l. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line.

(b) No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(d) INTENTIONALLY OMITTED.

m. LOT AREA AND WIDTH. INTENTIONALLY OMITTED.

- n. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved onto any lot in this subdivision unless said building, or structure is to be used by the Declarant as a temporary sales office.
- o. RADIO, TELEVISION ANTENNA AND SATELLITE DISHES. Any radio, television antenna and/or satellite dishes erected on any building in this subdivision shall not extend more than five (5) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling. All satellite dishes must be enclosed in landscaping or screened walls or fences such that said satellite dishes will not be visible from any point outside of the lot lines of the Lot said satellite dish is located on.
- p. SIDEWALKS. Street sidewalks shall be constructed in accordance with requirements of the City of Garland in existing ordinances, including subdivision development ordinance. Sidewalks shall be shown on all landscaped plans submitted for approval of the Architectural Control Committee.
- q. LOT MAINTENANCE. The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. Negligence in lot maintenance will result in the owner and occupant of any negligently maintained lot to be "back charged" by the Association at that rate necessary to maintain an overall well-kept appearance, as provided in Article X hereof.
- r. LANDSCAPING.
 1. Plans: No plans for any building, structure, paving, or other improvement to be erected, placed, or altered in or upon any tract shall be approved by the Committee unless there shall also have been submitted separate, typical landscaping plans, satisfactory to the Committee, to include plant material and landscape construction to be installed on the site.
 2. Landscape Treatment: INTENTIONALLY OMITTED.
 3. Installation: Landscaping in accordance with the plans submitted and approved by the Committee must be installed within thirty (30) days following the completion of the building or as soon as practicable allowing for the seasons of the year, but in no event later than one hundred eighty (180) days following completion of the building. Landscaping which has been installed on any property must be properly maintained at all times.
 4. Irrigation System: INTENTIONALLY OMITTED.
 5. Minimum Landscaping for Street Frontages: INTENTIONALLY OMITTED.
 6. Front Yard Landscaping: INTENTIONALLY OMITTED.
 7. Grass and Sod: All sites shall have properly maintained grass along the front of each property between the street curb and the building. Where erosion is expected to occur due to topography of the site, either natural or manmade, solid sod shall be used at any location in the landscape where potential erosion problems may occur. Solid sod shall be of the same type and quality as specified for the rest of the project site.
 8. Expansion Property: INTENTIONALLY OMITTED.
 9. Sight Line Requirements: Landscape treatment shall not interfere with sight line requirements at street or driveway intersections.
 10. Design for Ease of Maintenance: All landscaping shall be designed for reasonable maintenance and all landscaped areas shall be maintained in a

quality manner at all times. Retaining walls or terracing may be used in areas where excessive maintenances would otherwise be required if specifically approved by the Committee.

11. Substitution of Trees or Plant Material: INTENTIONALLY OMITTED.

ARTICLE X

MAINTENANCE

Section 1. DUTY OF MAINTENANCE. Owners and occupants (including lessees) of any Lot or portion thereof in the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied, including buildings, improvements, grounds or drainage easements, or other rights-of-way incidental thereto, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Promptly removing all litter, trash, refuse and wastes;
- b. Lawn mowing on a regular basis, including the removal of all cut debris on the lawn area and on hard surfaced areas adjacent to lawn areas. The site shall be kept clean and neat in appearance at all times;
- c. Tree and shrub pruning;
- d. Watering by means of a lawn sprinkler system and/or hand-watering as needed;
- e. INTENTIONALLY OMITTED;
- f. Keeping exterior lighting and mechanical facilities in working order;
- g. Keeping lawn and garden areas alive and attractive and any adjoining rights-of-way or drainage areas free of weeds or other unsightly growth;
- h. Removing and replacing any dead plant material;
- i. Keeping vacant land well-maintained to a depth consistent with the Building or Paving Setback Line, whichever is lesser, for the street on which the property fronts, and the entire site free of trash and tall weeds or other unsightly growth in excess of fifteen (15) inches in height;
- j. Keeping parking areas, driveways and roads in good repair;
- k. Complying with all governmental health and law enforcement requirements;
- l. Striping of parking areas and repainting of improvements on a reasonable time schedule; and
- m. Repairing exterior damages to improvements within a reasonable time period.

Section 2. ENFORCEMENT. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any person. The Owners and occupants (including lessees) of a Lot or any part

of the Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness, along with accrued interest at the maximum rate allowed by law from the due date until paid, shall be a debt of all said persons jointly and severally, and shall constitute a lien against the Lot or that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article V, Section 10 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights to enforce such lien in all respects, including, but not limited to, the right of foreclosure.

ARTICLE XI

SUB-ASSOCIATIONS

It is contemplated that Areas added to the scheme of this Declaration may have or may later form their own property owners or condominium associations in addition to the Association provided for herein. In this regard, any such membership in and obligations created under any such associations shall be in addition to membership in and obligations created under the Association provided herein.

Prior to the filing of any declaration, protective covenants, restrictions, or development standards with respect to any such additional associations, such document must first be approved and signed by Declarant if filed prior to December 31, 1999, and, if filed after December 31, 1999, must first be approved and signed by this Association acting through its Board of Directors. Declarant and/or the Association shall specifically have the right to enforce the provisions of any such declaration as if either or both were property owners within such additional association.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. DURATION. This Declaration and the Covenants, Restrictions and Development Standards set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot in the Property, including Declarant, and their respective heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 1999. Thereafter, this Declaration and the Covenants, Restrictions and Development Standards set forth herein shall automatically be extended for additional successive ten-year periods unless terminated by majority vote of the Owners of the Lots in the Property. The right of the Owners to terminate such Declaration and Covenants, Restrictions and Development Standards at the conclusion of each additional ten-year period shall exist as long as a majority vote for such is expressed by the Owners. Owners may vote in person or by legitimate proxy at a meeting duly called for such purpose, written notice of which shall have been given to all Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 2. AMENDMENT. This Declaration or any Supplemental Declaration may be amended or modified at any time prior to December 31, 1999, by seventy-five percent (75%) of the total eligible votes of the membership of the Association (as provided for in Article IV hereof). Votes of both classes of membership shall be counted together. Notwithstanding the foregoing, regardless of the number of votes casted, Declarant's consent is required for any amendment or modification to be effective prior to December 31, 1999. In addition, and notwithstanding anything seemingly to the contrary herein, Declarant shall have the absolute right, prior to December 31, 1999, to make minor changes or amendments to this Declaration or any Supplemental Declaration in order to correct or clarify, only, any error, omissions or ambiguities contained therein. From and after December 31, 1999, this Declaration may be amended, modified, or terminated at any time

by seventy-five percent (75%) of the total eligible votes of the membership of the Association (as provided for in Article IV hereof); the votes of both classes of membership (if there are then separate classes in existence) shall be counted together for the purpose of amending, modifying, or terminating this Declaration.

In connection herewith, Members may vote in person or by legitimate proxy at a meeting duly called for the purposes described in this Section 2 or by the execution of a written consent or approval of any such modification or amendment. Written notice of such meeting shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Any such amendment, modification, or termination shall become effective when an instrument is filed for record in Dallas County, Texas, with the signatures of the Owners representing the requisite number of votes of the membership of the Association as set forth in this Section 2 (and the signature of Declarant if prior to December 31, 1999).

Section 3. ENFORCEMENT. The Association or any Owner shall have the right (but not the duty) to enforce any of the Covenants, Restrictions and Development Standards set out in this Declaration or any Supplemental Declaration hereafter filed by Declarant or any subsequent Owner. Enforcement of the Declaration and the Covenants, Restrictions and Development Standards set forth herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant, Restriction or Development Standard, either to restrain violation or to recover damages; provided, however, that the Owner of an undivided interest in any Lot shall have no right to enforce the collection of any Assessment levied against any other Owner under Article V hereof. Failure by the Association or any Owner to enforce any such Covenant, Restriction or Development Standard shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY OF PROVISIONS. If any paragraph, section, sentence, clause or phrase of this Declaration shall be illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 5. NOTICE. Whenever written notice to the Owners (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owners appearing on the records of the Association (and as furnished to the Board by such Owners). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, postage prepaid, properly addressed, whether received by the addressee or not.

Section 6. GOOD FAITH LENDER'S CAUSE. Any violation of these Restrictions shall not affect any lien or deed of trust of record held in good faith, upon any tract or any part thereof, which liens may be enforced in due course, subject to the Covenants, Conditions and Restrictions contained herein.

Section 7. MERGERS. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association, or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions, together with any declarations of covenants, conditions and restrictions governing these and any

other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 8. CONFLICT WITH DEEDS OF CONVEYANCE. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern, but only to the extent of such conflict. Where certain rights are reserved by Declarant in these restrictions, Declarant reserves the right to make certain modifications therein as necessary in deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 9. BOOKS AND RECORDS. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation, Bylaws and this Declaration shall likewise be available for inspection by any Member at the office of the Association.

Section 10. TITLES. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 11. NUMBER AND GENDER OF WORDS. Whenever used in this Declaration, the singular number shall include the plural where appropriate, and vice versa; words of any gender shall include each other gender, where appropriate.

Section 12. ASSIGNMENT. Declarant shall have the right to assign and/or delegate its rights, privileges, duties and obligations hereunder.

Section 13. ADDRESS OF DECLARANT. The mailing address of Declarant is: Dimension-Brooks Corporation, 1700 Pacific Avenue, Suite 4500, Dallas, Texas 75201.

Section 14. INTERPRETATION. All "Restrictions" herein, as Restrictions are defined in Article I hereof, or any related or similar covenant, condition, clause or article herein, shall be interpreted as encumbrances on the realty and shall touch and concern the land and shall not be construed as personal covenants. If any provision herein may be interpreted to fall outside of the aforesaid interpretation, it shall be deemed rewritten by operation of law to fall within the foregoing and to conform to the uniform plan of development and equitable servitudes otherwise detailed herein.

TICOR Title Insurance
One Dallas Center
350 N. St. Paul, Suite 250
Dallas, Texas 75201

THE STATE OF TEXAS
COUNTY OF DALLAS
I, County Clerk, do hereby certify that the above and foregoing is a full true and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the public records in my office under the volume and
page stamped thereon, I hereby certify on

SEP 12 1986

Frank Bullock
COUNTY CLERK DALLAS COUNTY, TEXAS

COPY

0115 07098

LEGAL DESCRIPTION

Being situated in the William Lyons Survey, Abstract No. 836 and in the Henry E. Valentine Survey, Abstract No. 1510, and being a part of that land conveyed to T.C. Brown by Deed dated June 8, 1942 and recorded in Volume 2353, Page 168 and by Deed dated July 16, 1942 and recorded in Volume 2364, Page 6 of Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found on the East line of Lyons Road (60' E.O.M.) and the Southwest corner of Lake Crest Park No. 1 an addition to the City of Garland, Texas recorded in Volume 76017, Page 23 of the Map Records of Dallas County, Texas;

THENCE, N 89° 59' 07" E, a distance of 957.84 feet along the South line of LAKE CREST PARK NO. 1 to an iron rod found for corner;

THENCE, N 09° 36' 38" E, a distance of 1044.23 feet, along the East line of LAKE CREST PARK NO. 1 to an iron rod found for corner;

THENCE, N 89° 59' 46" E, a distance of 442.62 feet, along the South line of LAKE CREST PARK NO. 2 (an addition to the City of Garland, Texas recorded in Volume 76017, Page 15 of the Map Records of Dallas County, Texas) to an iron rod found for corner;

THENCE, S 00° 37' 09" E, a distance of 878.35 feet to an iron rod to be set for corner;

THENCE, S 01° 58' 08" E, a distance of 511.52 feet to an iron rod found for corner;

THENCE, S 02° 44' 06" E, a distance of 421.13 feet to a found iron rod for corner;

THENCE, N 78° 07' 04" W, a distance of 321.77 feet to a found iron rod for corner;

THENCE, S 71° 33' 26" W, a distance of 379.92 feet to a found iron rod for corner;

THENCE, N 01° 40' 11" W, a distance of 424.52 feet to a found iron rod for corner;

THENCE, S 84° 44' 37" E, a distance of 913.36 feet to the East line of Lyons Road (60' E.O.M.) and to a found iron rod for corner;

THENCE, S 84° 05' 13" E, a distance of 546.59 feet along the East line of Lyons Road to the POINT OF BEGINNING;

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

any Commission of the City of Garland to the following conditions which shall inure and the same, his heirs, assigns,

any channels traversing along or across any of this Addition, will remain an open channel and will not be responsible for any damage that result from the flow of water or erosion.

if storm water run-off shall be permitted in the drainage channels unless approved by the City of Garland to erect any type of structure and alleys in or adjacent to the City shall have the right to erect, construct, maintain and use for drainage purposes.

any drainage channels traversing any line of debris, fill, and any other sanitary conditions and the City of Garland agrees for the purposes of inspection by the properly owner to alleviate any such.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Crystal Lake, Inc. does hereby adopt this plat designating the hereinabove described property as CRYSTAL LAKE, an addition to the City of Garland, Dallas County, Texas; and do hereby dedicate to the public use forever the street(s) (alleys) and easements shown hereon.

WITNESS MY HAND AT THE CITY OF GARLAND, DALLAS COUNTY, TEXAS THIS 21st DAY OF FEBRUARY, 1988.

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, on this day personally appeared Robert T. Hawley known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF FEBRUARY, 1988.



Cheryl L. Colman, Notary Public
in and for the State of Texas
My Commission Expires 2-28-1991

Robert T. Hawley
VICE PRESIDENT

SURVEYOR'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 3rd day of September,
1986.

DIMENSION-BROOKS CORPORATION

By [Signature]
President

1002.025/2500

THE STATE OF TEXAS

COUNTY OF DALLAS

THIS INSTRUMENT was acknowledged before me on this 3rd day of September, 1986 by Stephen H. Brooks of DIMENSION-BROOKS CORPORATION.

Kimberly L. Balocke
NOTARY PUBLIC in and for the
State of Texas

My Commission Expires:

Aug. 22, 1987



Charles L. Gorman, Notary Public
in and for the State of Texas
My Commission Expires 2/28/86
Nathan D. Maier, Notary Public in and for Dallas County,
Texas

SURVEYOR'S CERTIFICATE

This is to certify that under my direction, I Nathan D. Maier have caused a careful and accurate survey to be made on the ground of the above described property. There are no apparent encroachments, encroachments, or protrusions other than those shown or noted on this plat.

[Signature]
Nathan D. Maier
Registered Public Surveyor #2008



2/20/86

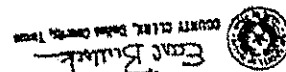
DATE OF THIS 1
COUNTY OF DALLAS 1

STATE OF TEXAS, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, on this day personally appeared Nathan D. Maier known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st day of February, 1986.



[Signature]
Notary Public in and for Dallas County, Texas



FEB 27 1986

FINAL PLAT
OF

CRYSTAL LAKE

37.6208 ACRES TRACT

OUT OF THE

WILLIAM LYONS SURVEY, ABST. NO. 836

AND THE

HENRY K. VALENTINE SURVEY, ABST. NO 1510

IN THE

CITY OF GARLAND, DALLAS COUNTY, TEXAS

FOR

BY

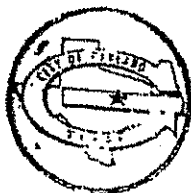
DIMENSION-BROOKS CORP
1700 PACIFIC AVENUE
SUITE 4500
DALLAS, TEXAS 75201
PH 922-0155

NATHAN D. MAIER
CONSULTING ENGINEERS
1900 N. CENTRAL EX'WAY
SUITE 300
DALLAS, TEXAS 75201
PH 739-4701

to this the 10th day of
Commission of the City of Garland.

on this plat being filed with the
from the above data.

[Signature]
Secretary



DEC 1985

FILE NO

AS OF 01/11

86040 5116

5772 2:56

1/18

EAST 1/4 L
EASEMENT
VOL 1991 PG 642

UNPLATTED

GUTHRIE
ROAD

GUTHRIE
EAST
ESTATES

LYONS

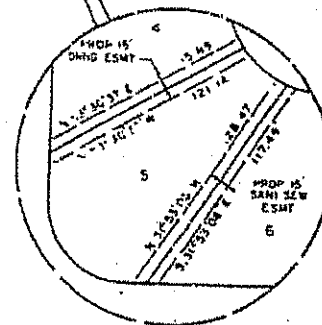
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20' R O W DEDICATION

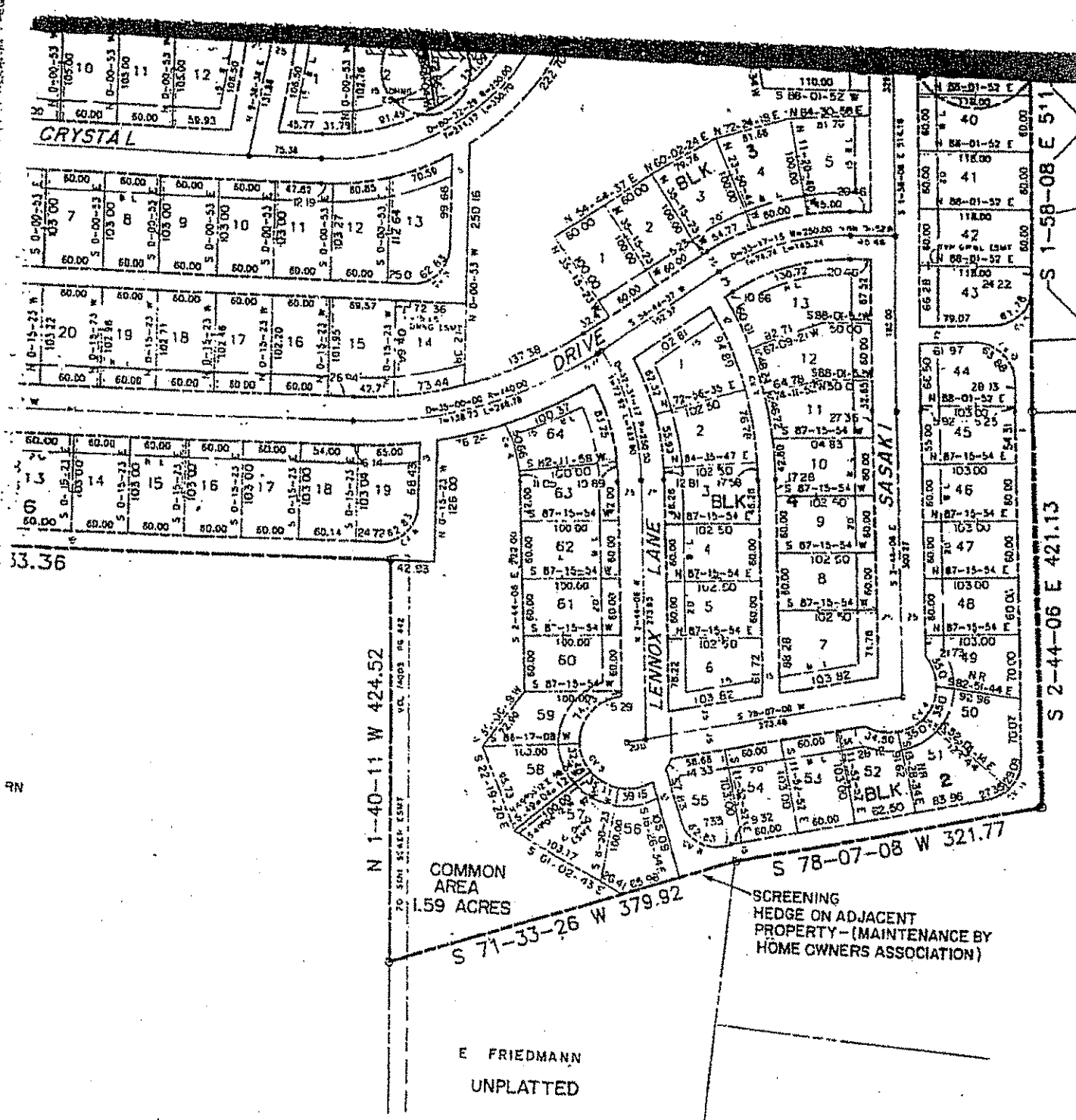
LAKE CREST
PARK
NO. 6

ALL LOTS LYING FULLY OR PARTLY TO THE
HENRY T. VALENTINE CURVE - ADJ. TO 1910

TRAILER PARK
UNPLATTED
L P & F E WA-HURN



86040 5111

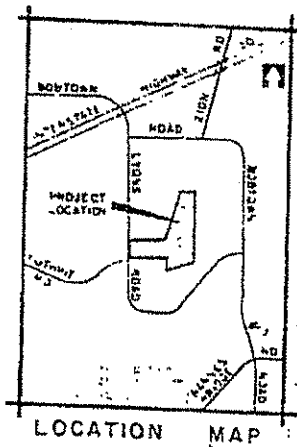
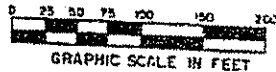


9N

E FRIEDMANN
UNPLATTED

86040 5112

ESR
0
FEB 16 1987



CURVE TABLE						
CV. NO.	INSER	E	OUTER	CV. NO.	INSER	E
1	A		150° 31' 37"	8	A	150° 31' 37"
	R	50.00	R		50.00	
	I	235.00	I		20.00	
2	A		165° 37' 21"	9	A	165° 37' 21"
	R	50.00	R		50.00	
	I	235.41	I		23.97	
3	A		180° 01' 13"	10	A	180° 01' 13"
	R	50.00	R		50.00	
	I	232.00	I		51.26	
4	A		210° 51' 16"	11	A	210° 51' 16"
	R	50.00	R		50.00	
	I	235.00	I		56.00	
5	A		240° 00' 51"	12	A	240° 00' 51"
	R	50.00	R		50.00	
	I	232.00	I		50.11	
6	A		265° 30' 53"	13	A	265° 30' 53"
	R	50.00	R		50.00	
	I	235.55	I		50.06	
7	A		290° 00' 00"	14	A	290° 00' 00"
	R	50.00	R		50.00	
	I	235.00	I		50.00	

500 100

ROAD

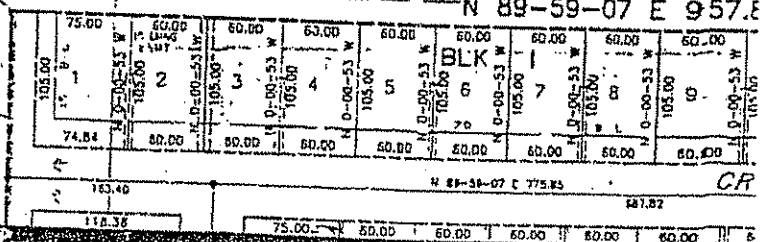
CRESTWOOD

LAKECREST
NO.

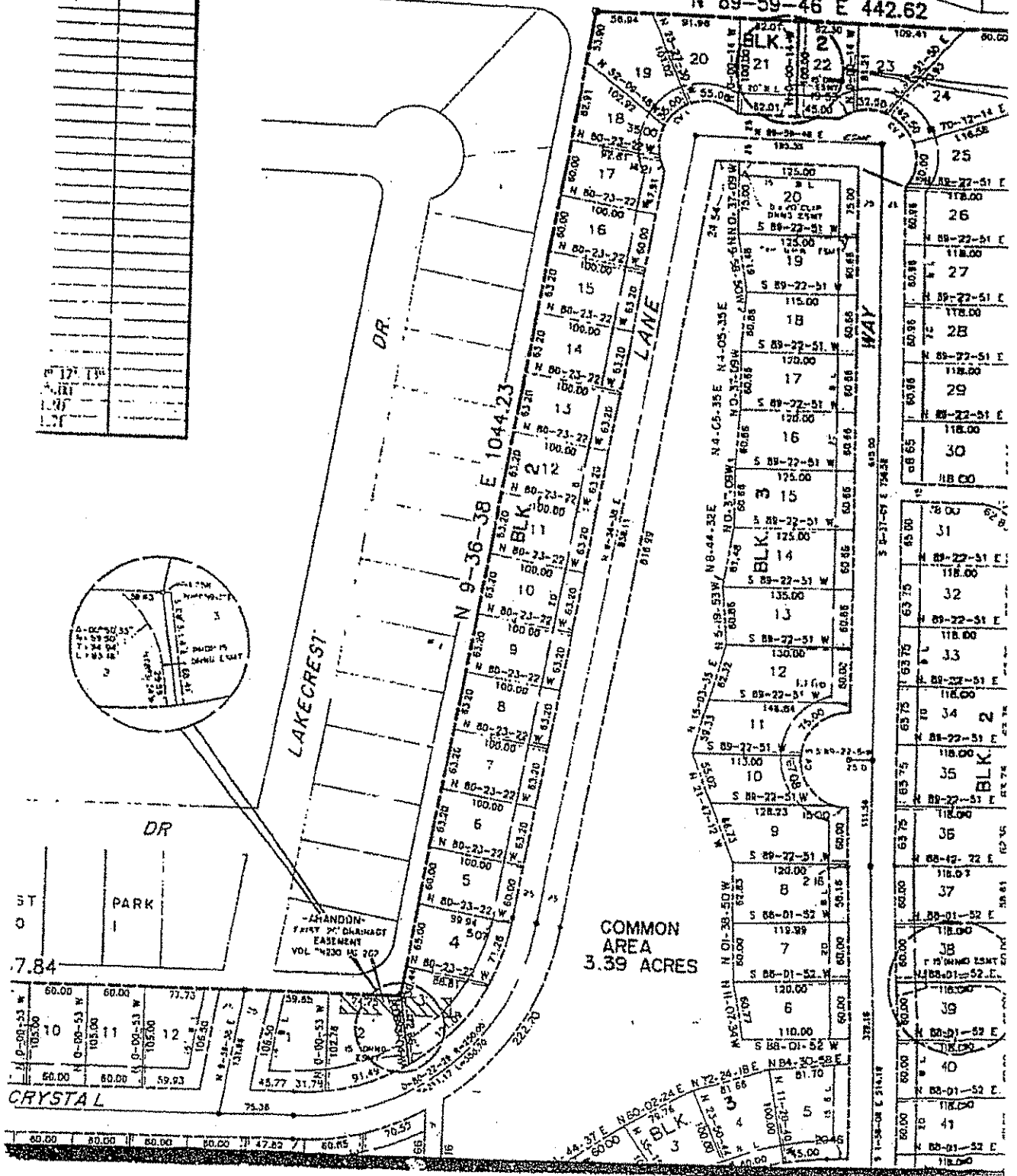
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POINT OF
BEGINNING

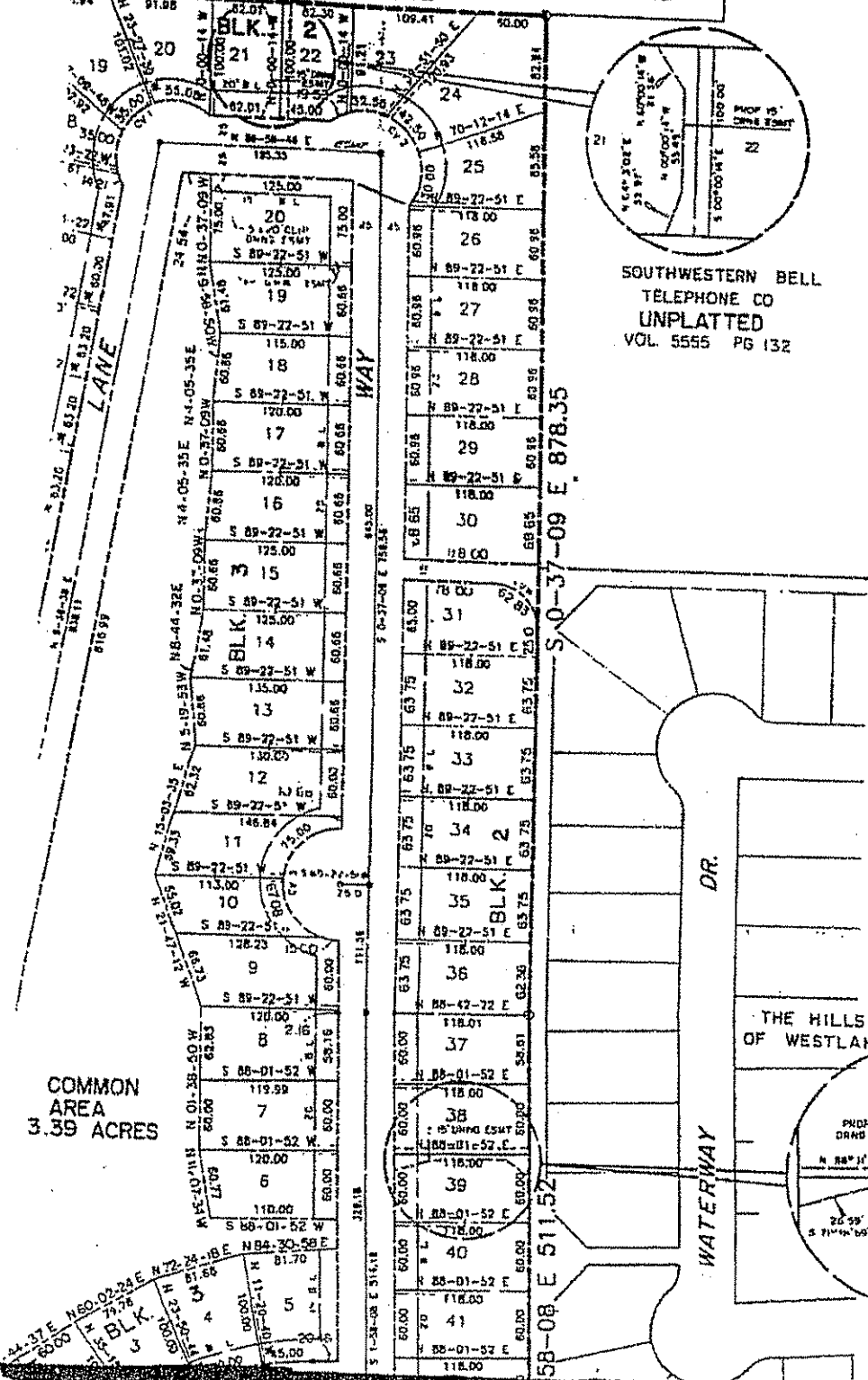
EXIST T F L
EASEMENT
VOL 1991 PG 64



N 89-59-46 E 442.62

[illegible]

LAKE CREST PARK NO. 2
 N 89-59-46 E 442.62



SOUTHWESTERN BELL
 TELEPHONE CO
 UNPLATTED
 VOL. 5555 PG. 132

This plat is approved by the City Planner and accepted by the Board, subject to be binding upon the Homeowners Association members and assigns.

The existing creek, creek, or drainage Block 2 and Block 3 within the limits of channel at all times. The City of Carl damage to private property or persons and any ward street or for the control of

be restricted to the natural flow of it is falling or in construction of any to roadway or any other structure within 1 to the City of Carl. Provided, however, that it becomes necessary for the City drainage that may be occasioned by the the subdivision, then in such event, to make for property at any point, or for drainage facility deemed necessary for

Each property owner shall keep the same adjacent to his property and free and unobstructed which would result in damage shall have the right of ingress and egress and maintenance of maintenance with by any waterborne conditions which may be