

TABLE OF CONTENTS
FOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROSSINGS TOWNHOMES

INTRODUCTORY

ARTICLE I - DEFINITIONS

Paragraph 1.1	ASSESSMENT	2
Paragraph 1.2	ASSOCIATION	2
Paragraph 1.3	BOARD OR BOARD OF DIRECTORS	2
Paragraph 1.4	COMMON AREA	2
Paragraph 1.5	LIMITED COMMON AREAS	2
Paragraph 1.6	SALE PERIOD	2
Paragraph 1.7	LIENHOLDER OR FIRST MORTGAGEE	3
Paragraph 1.8	LOT	3
Paragraph 1.9	MEMBER	3
Paragraph 1.10	OWNER	3
Paragraph 1.11	PROPERTY, PREMISES, OR DEVELOPMENT	3
Paragraph 1.12	TOWNHOUSE OR TOWNHOME	3

ARTICLE II - PROPERTY RIGHTS

Paragraph 2.1	PROPERTY RIGHTS	3
Paragraph 2.2	OWNER'S EASEMENTS OF ENJOYMENT	4
Paragraph 2.3	DELEGATION OF USE	5
Paragraph 2.4	TITLE TO THE COMMON AREA	5

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Paragraph 3.1	MEMBERSHIP	6
Paragraph 3.2	VOTING RIGHTS	6
Paragraph 3.3	NO CUMULATIVE VOTING	6

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:31 CDT 2021



by: *Larry G. Bevil*
Larry G. Bevil, County Clerk
Deputy

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Paragraph 4.1	CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS	7
Paragraph 4.2	PURPOSE OF ASSESSMENTS	7
Paragraph 4.3	BASIS AND MAXIMUM OF ASSESSMENTS	8
Paragraph 4.4	SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT	9
Paragraph 4.5	NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4	9
Paragraph 4.6	UNIFORM RATE OF ASSESSMENT	10
Paragraph 4.7	DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES	10
Paragraph 4.8	EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION	11
Paragraph 4.9	SUBORDINATION OF THE LIEN TO MORTGAGES	13
Paragraph 4.10	STATEMENT OF ASSESSMENTS	13
Paragraph 4.11	RESERVE FUND	14
Paragraph 4.12	MANAGEMENT AGREEMENTS	14
Paragraph 4.13	INSURANCE REQUIREMENTS	15

ARTICLE V - ARCHITECTURAL CONTROL

Paragraph 5.1	PHYSICAL RESTRICTIONS	19
---------------	-----------------------	----

ARTICLE VI - MAINTENANCE

Paragraph 6.1	ASSOCIATION RESPONSIBILITIES	20
Paragraph 6.2	OWNER RESPONSIBILITY	20
Paragraph 6.3	AUTHORITY OF ASSOCIATION	21
Paragraph 6.4		21

ARTICLE VII - PARTY WALLS

Paragraph 7.1	GENERAL RULES OF LAW TO APPLY	22
Paragraph 7.2	SHARING OF REPAIR AND MAINTENANCE	22

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:31 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by: *Carol Flores*

Paragraph 7.3	WEATHERPROOFING	23
Paragraph 7.4	RIGHT TO CONTRIBUTION RUNS WITH LAND	23
Paragraph 7.5	ARBITRATION	23
ARTICLE VIII - USE RESTRICTIONS		
Paragraph 8.1	RESIDENTIAL USES AND LIMITATIONS	23
Paragraph 8.2	FREEHOLD ESTATE	30
ARTICLE IX - EASEMENTS		
Paragraph 9.1	ENCROACHMENTS	30
Paragraph 9.2	ADDITIONAL EASEMENTS	30
ARTICLE X - RESERVATION OF RIGHT OF ANNEXATION		
Paragraph 10.1		32
Paragraph 10.2		32
Paragraph 10.3		33
ARTICLE XI - GENERAL PROVISIONS		
Paragraph 11.1	ENFORCEMENT	33
Paragraph 11.2	SEVERABILITY	33
Paragraph 11.3	AMENDMENT	34
Paragraph 11.4	COMMON AREA ALIENATION	35
Paragraph 11.5	MORTGAGEE RIGHTS	36
Paragraph 11.6	LEASES	36
Paragraph 11.7	SUBSTANTIAL TAKING OR DESTRUCTION	37
Paragraph 11.8	CONDEMNATION	37
Paragraph 11.9	GENDER AND GRAMMAR	38

VOL. 2114 PAGE 845

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County,
Texas, do hereby certify that the above foregoing is a true and
correct copy of DEC document number
as it appears and is recorded in the Official
Public Records of Taylor County, Texas. Given under my
hand and seal of office, on Thu Sep 30 14:07:31 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carole Flores*
Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CROSSINGS TOWNHOMES

THE STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

THIS DECLARATION, made on the date hereinafter set forth by
KUKAI JOINT VENTURE, a Texas Joint Venture, hereinafter referred
to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of those certain sixty (60)
Lots and Townhomes located in the County of Taylor, State of Texas,
known as CROSSINGS TOWNHOMES and as such sixty (60) Lots and
Townhomes are more particularly described on the attached Exhibit
"A". The entire Townhome Regime of which the sixty (60) Lots and
Townhomes are a part is more particularly described on the attached
Exhibit "B".

NOW, THEREFORE, Declarant hereby declares that all of the
properties described in Exhibit "A" above shall be held, sold and
conveyed subject to the following easements, restrictions,
covenants and conditions, all of which are for the purpose of
enhancing and protecting the value, desirability and attractiveness
of the real property. These easements, covenants, restrictions and
conditions shall run with the real property and be binding on all
parties having or acquiring any right, title or interest in the
above described properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

- 1 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County,
Texas, do hereby certify that the above foregoing is a true and
correct copy of DEC document number
as it appears and is recorded in the Official
Public Records of Taylor County, Texas. Given under my
hand and seal of office, on Thu Sep 30 14:07:32 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by *Carol Hove*
Clerk

VOL. 2114 PAGE 846

ARTICLE I
DEFINITIONS

1.1 **ASSESSMENT.** "Assessment" means the charge against the Townhome Owner and his Townhome, representing a portion of the total cost to the Association of maintaining, improving, repairing and managing the Property.

1.2 **ASSOCIATION.** "Association" shall mean and refer to CROSSINGS HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

1.3 **BOARD OR BOARD OF DIRECTORS.** "Board" or "Board of Directors" shall refer to the Board of Directors of Crossings Homeowner's Association, Inc.

1.4 **COMMON AREA.** "Common Area" shall mean that portion of the Properties owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, community facilities, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits and other public utility lines situated thereon. The Common Area is more particularly described as follows: The Common Area shall mean and refer to all of the Property save and except the sixty (60) numbered Lots or Plots shown on the attached Exhibit "A" together with the single-family Townhouse constructed on each of said Lots.

1.5 **LIMITED COMMON AREAS.** Not applicable.

1.6 **SALE PERIOD.** "Sale Period" shall mean that period of time during which Declarant, or its successor, is selling Townhomes it owns, which time period shall extend from the date hereof until such time as the Declarant, or its successor, transfers title to all of its Townhomes.

- 2 -

VOL. 2114 PAGE 847

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:32 CDT 2021



Larry G. Beville
by: *Larry G. Beville* County Clerk
Carson Flores
Deputy

1.7 LIENHOLDER OR FIRST MORTGAGEE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Townhouse in the development.

1.8 LOT. "Lot" shall mean and refer to those sixty (60) tracts or parcels of land within the existing Property and more particularly shown in Exhibit "A" attached hereto.

1.9 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.10 OWNER. "Owner" shall mean and refer to the Record Owner, whether one (1) or more persons or entities, of fee simple title to any Townhome which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.11 PROPERTY, PREMISES, OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described.

1.12 TOWNHOUSE OR TOWNHOME. "Townhouse" or "Townhome" shall mean a single-family residential unit constructed on a Lot.

ARTICLE II

PROPERTY RIGHTS

2.1. PROPERTY RIGHTS. Every Owner shall have an unrestricted right of ingress and egress to his Townhome. Such right shall be a covenant remaining with the Townhome so that it passes with title to such Townhome.

- 3 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:32 CDT 2021



by: *Larry G. Revill*
Larry G. Revill, County Clerk
Caughthorne
Deputy

2.2. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facility upon the Common Area;

b. The right of the Association to suspend a Member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless:

(i) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of Members entitled to vote is properly recorded, in the Deed Records of Taylor County, Texas, and;

(ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days in advance of any said action.

d. The right of the Association to limit the number of guests of Members;

- 4 -

VOL. 2114 PAGE 849

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:32 CDT 2021



by: *Larry G. Beville*
Larry G. Beville, County Clerk
Caughn Thoe
Deputy

e. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

f. The right of the Association to make rules and regulations relating to traffic flow on street parking and other uses of the streets and drives on the Property.

2.3 DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. The Owners hereby covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of the restrictions, rules and regulations applicable to the property, and further providing that non-compliance with the terms of the lease shall be a default thereunder.

2.4 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that the recordation of this Declaration shall serve to convey fee simple title to the Common Area to the Association, subject to all outstanding encumbrances, liens, and other items appearing of Public Record affecting the Common Areas. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in

- 5 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:33 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by *Cavanah*

order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 **MEMBERSHIP.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Property, through judicial or non-judicial foreclosures, shall be a member of the Association.

3.2 **VOTING RIGHTS.** Lot ownership shall entitle the owner(s) to cast one (1) vote per Lot in the affairs of the Association. Notwithstanding the foregoing, and for the benefit and protection of the Owners and any Mortgagees and for the sole purpose of insuring a complete or orderly sell-out of the Townhomes, the Declarant, regardless of whether it owns more than 50% of the Lots, shall retain control of, and over the Association and the Board until the earlier to occur of (i) 120 days after the sale of seventy-five percent (75%) of the Townhomes, including any annexations; or (ii) three (3) years from the date of the first sale of a Townhome by the Declarant.

- 6 -

VOL. 211 PAGE 851

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:33 CDT 2021



Larry G. Beville
by: *Carey J. Hore*
Larry G. Beville, County Clerk
Deputy

3.3 NO CUMULATIVE VOTING. At all meetings of the Owners Association there shall be no cumulative voting.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyances, is deemed to covenant and agree to pay to the Association: (1) regular Assessments and (2) Special Assessments for capital improvements, such assessments to be fixed, established and collected as hereinafter provided. The regular and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such 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.

4.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, the Common Area and services and facilities relating to the use and enjoyment thereof and of the Townhouses situated thereon. Assessments shall be used for purposes deemed necessary

- 7 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:33 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by: *Carole Flores*
Deputy

by the Board and shall include, but shall not be limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area and exterior maintenance of the Lots or Townhouses as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees, costs incurred in any condemnation hearing; any fees for management services; and the cost of other facilities and service activities including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, swimming pool, recreational building and equipment, roofs and exterior walls and fences of the Townhouses, carports and storage facilities, including roofs, garbage pickup areas, water and sewage service furnished to Townhouses by the Association, street maintenance, and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 BASIS AND MAXIMUM OF ASSESSMENTS.

a. Until January 1, 1996 the Maximum Annual Assessment shall be fixed by the Board in its sole discretion.

b. From and after January 1, 1996, the Maximum Annual Assessment may be set effective January 1 of each year without a vote of the membership by an amount not to exceed one hundred and ten percent (110%) of the budget of the preceding year.

- 8 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:34 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by *Carol Hove*
Clerk

c. From and after January 1, 1996, the Maximum Annual Assessment may be set above one hundred and ten percent (110%) only by the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the members of each class.

d. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. In addition to the Annual Assessment 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 or unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Association.

4.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 4.3 or 4.4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements. In lieu of a

- 9 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:34 CDT 2021



by: Larry G. Revill
Larry G. Revill, County Clerk
Carolee Flores
Deputy

meeting, a door to door canvass may be used to get the written consent of Owners of two-thirds (2/3) of the Lots.

4.6 UNIFORM RATE OF ASSESSMENT. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots regardless of location, and shall commence and be due in accordance with the provisions of Paragraph 4.7 hereof.

4.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES:

a. As to each Townhome owned by an Owner other than the Declarant, the Annual Assessment shall commence upon acquisition of a Townhome.

b. As long as Declarant maintains control of the Association pursuant to Paragraph 3.2 herein, Declarant shall not be liable for Annual Assessments described in a. above. However, Declarant shall be responsible for the difference in the cost of maintenance borne by the Association and the Assessments received from the Owners other than Declarant. Further, the Declarant's obligation for such difference shall be subject to the lien provisions of this Paragraph IV. Accordingly, the enforceability provisions for delinquency and non-payment shall apply to the Declarant's obligation described herein.

c. The Annual Assessment shall be due and payable in advance by each Owner to the Association in equal monthly installments at an address designated by the Association or the Managing Agent.

d. The Annual Assessment for the first assessment year is set in the amount described in Section 4.3 hereof. Except for the first assessment year, the Association shall fix the

- 10 -

VOL. 2114 PAGE 853

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:34 CDT 2021



by: *Larry G. Bevil*
Larry G. Bevil, County Clerk
Carly Hines
Deputy

amount of the Annual Assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the Annual Assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the Annual Assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Annual and Special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

A. All Assessments assessed but unpaid by an Owner, including interest thereon at ten percent (10%) per annum, shall constitute a lien on his Lot and Townhome, superior (prior) to all other liens and encumbrances, except only for:

- (1) All taxes and special assessments levied by governmental and taxing authorities; and
- (2) All liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the time such

- 11 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:35 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Caughn Hove*
Deputy

costs, charges, expenses and/or assessments become due.

B. Such lien for the Assessment shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of the defaulting Owner's lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code as may be amended from time to time, or in any manner permitted by law. Each Declarant, and each subsequent Owner, by accepting a deed to his lot, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the Assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Townhome during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect same. The Association shall have the power to bid in the Lot and Townhome at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

C. The amount of the Assessments assessed against each Lot and Townhome shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Assessments shall be maintainable with or without foreclosing the lien securing same, and such suit

- 12 -

VOL. 2114 PAGE 857

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:35 CDT 2021



Larry G. Beville
by: *Caughthorne*
Deputy

VOL. 2114 PAGE 858

shall in no manner waive the right of the Association to foreclose such lien.

D. Any encumbrancer holding a lien on a Townhome may pay any unpaid Assessments, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

4.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of the Townhome to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Townhome. Sale or transfer of any Townhome shall not affect the Owner's personal liability for the Assessment. However, the sale or transfer of any Townhome pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under valid purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such Assessments as to payments thereof coming due prior to such foreclosure sale or transfer. No sale or transfer shall relieve such Townhome, or the Owners thereof, from liability for any Assessments thereafter becoming due or from the lien thereof.

4.10 STATEMENT OF ASSESSMENTS. Upon the written request of prospective encumbrancer of a Townhome, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid Assessments, if any, with respect to the subject Townhome, the amount of the current monthly Assessments, the date of such Assessment and the due date, credit for advance payments

- 13 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:35 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carla Hines*
Deputy

or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid Assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Townhome, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Townhome (herein called "Grantor") for all unpaid Assessments against the latter for his proportionate share of the Assessments up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. However, the Grantee shall be liable for such unpaid Assessments only if he expressly assumes same.

4.11 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Area components and fund the same by equal monthly payments if possible rather than by extraordinary special assessments. In addition, these shall be established a working capital fund for the initial operation of the Project equal to at least two (2) monthly estimated Assessments for each Townhome.

4.12 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. All such agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty

- 14 -

VOL. 2114 PAGE 859

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:36 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carson Flow*
Deputy

by either party with thirty (30) days written notice. Such termination will be authorized by majority vote of Members of the Association. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the property and assume self-management by the Association upon written agreement executed by Members entitled to cast a majority of the votes of the Association. In such event, notice of such action shall be given to all lienholders prior to the effective date of termination.

4.13 INSURANCE REQUIREMENTS.

a. The Association through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies covering the Common area and covering all damage or injury caused by the negligence of the Association or any of its agents;

(1) property insurance in an amount equal to the full replacement value of the common facilities owned by the Owners Association (including all building service equipment and the like), and to the extent the Board

- 15 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:36 CDT 2021



by: Larry G. Bevil
Larry G. Bevil, County Clerk
Deputy

elects to do so, on the individual Townhomes, with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent liability from Operations of Building Laws Endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects and/or Townhomes similar in construction, location and use. The Board shall advise the Owners prior to January 1, 1996 whether it elects to acquire such coverage on the Townhomes. If the Board elects not to acquire such coverage, the Owners shall acquire such coverage at their own cost and expense as provided in Section b. below.

(2) A comprehensive policy of public liability insurance covering all of the common areas located in the project insuring the Association, with such limits as it may consider acceptable (and not less than One Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other coverage the Association deems prudent and which

- 16 -

VOL. 2114 PAGE 861

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:36 CDT 2021



by: *Larry G. Bevil*
Larry G. Bevil, County Clerk
Deputy

is customarily carried with respect to projects similar in construction, location and use; and

(3) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

b. To the extent the Association does not elect to provide fire and extended coverage on the Townhomes as provided in Section a. above, each Owner shall be required to furnish annually to the Association, and to the complete satisfaction of the Board of Directors, proof of insurance coverage on his Townhouse by a reputable insurance company acceptable to the Association and licensed to do business in the State of Texas in an amount equal to the replacement cost of the Townhouse, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. Should an Owner fail to provide adequate proof of insurance coverage as herein provided, the Association shall have the authority to purchase such coverage as herein provided. Premiums for any insurance obtained by the Association on individual Townhouses shall not be a part of the common expense but shall be a debt owed by the Owner of said Townhouse and shall become part of the Assessments payable by said Owner and collectible as such as herein provided.

- 17 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:37 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carson Howe*

c. Premiums for all such insurance authorized by Subparagraph 4.13b shall be a common expense payable from property Assessments. Liability and personal property insurance for Lots and the contents of Townhouses shall be the responsibility of and at the expense of each individual Owner. In the event of damage or destruction by fire or other casualty to any property in the Common Area covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two-thirds (2/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any contractors, and then may negotiate with any contractor. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding to the condition formerly existing, the Board of Directors shall levy a Special Assessment against all Owners, as herein provided, to make up any deficiency.

d. Unless at least two-thirds (2/3) of the First Mortgagees (based upon one (1) vote for each First Mortgage owned) or Owners have given their prior written approval, the Association shall not be entitled to:

- 18 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:37 CDT 2021



by: *Larry G. Beville*
Larry G. Beville, County Clerk
Caughn Flow
Deputy

(1) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(2) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

e. The Board shall request any Non-Participating Owners to furnish evidence of insurance described in (a) above. To the extent a casualty occurs at a Townhome of a Non-Participating Owner and such casualty damages a Townhome covered hereby, the Board may assess such Non-Participating Owner for such damage and pursue all rights and remedies at law against such Non-Participating Owner.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such

- 19 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:37 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by: *Carole H. Flores*
Deputy

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

Unless at least two-thirds (2/3) of the Owners have given their prior written approval, the Association or Board shall not be entitled to, by act or omission, change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Townhomes, the exterior maintenance of Townhomes, the maintenance of the Common Property party walks or common fences and driveways, or the upkeep of lawns and plantings on the premises.

ARTICLE VI

MAINTENANCE

6.1 ASSOCIATION RESPONSIBILITIES. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot and Townhome which is subject to assessment hereunder, as follows: paint, repair, replacement and care of gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include roofs, glass surfaces, enclosed patio areas, window and door fixtures and hardware, air conditioning equipment and Owners landscaping.

6.2 OWNER RESPONSIBILITY. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. In addition, all exterior as well as interior air-

- 20 -

VOL. 2114 PAGE 865

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:37 CDT 2021



by: *Larry G. Bevil*
Larry G. Bevil, County Clerk
Carson Flores

conditioning systems will be maintained and kept by the Owner thereof. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject.

6.3 AUTHORITY OF ASSOCIATION. In the event an Owner is responsible for certain exterior maintenance, as set forth in Paragraph 6.2, and such Owner shall fail to maintain the premises and improvements in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore said Lot and improvements. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject.

6.4 The Association does not constitute all of the Lots and Townhomes in the Crossings Townhomes as of the date of this Declaration. The Declarant reserves the right to annex additional Lots and Townhomes as provided herein. To the extent repairs are made to Common Areas served by Lots and Townhomes not part of this Declaration but included in the Crossing Townhomes ("Non-Participating Townhomes"), the Board shall have the right and authority to collect the pro-rata share of the expense from such Non-Participating Owners by contribution at law and through enforcement of the Declaration and Restrictions filed in Volume 1242, Page 533 of the Deed Records of Taylor County, Texas. Each Lot and Townhome, including the Non-Participating Townhomes, shall

- 21 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:38 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by: *Caughn Flou*
Deputy

be equally responsible for such expenses at the rate of .0125 per Townhome. In the event a Non-Participating Owner fails to pay its pro rata share, the remaining Owners shall be equally responsible for such deficiency. The Board shall thereafter have the right to pursue any and all remedies at law or as otherwise granted hereunder including without limitation, a power of sale and foreclosure of a Lot and Townhome to collect such deficiency from the defaulting Owner.

ARTICLE VII

PARTY WALLS

7.1 GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the Townhouse and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the party wall is on one Lot or another due to an error in construction, such wall shall nevertheless be deemed to be on the dividing line and constitute a party wall for purposes of this Article. Reciprocal easements shall exist upon and in favor of the adjoining Townhouse Lots for the maintenance, repair and reconstruction of party walls.

7.2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of it. If other Owners thereafter make use of the wall, they shall contribute to the cost of any restoration necessary in proportion to such use. This provision is not intended to prejudice the right of any Owner to

- 22 -

VOL. 211 PAGE 867

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:36 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by *Caughthaw*
Deputy

VOL. 2114 PAGE 868

call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.3 WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements.

7.4 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.5 ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator. Those arbitrators shall in turn choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

USE RESTRICTIONS

8.1 RESIDENTIAL USES AND LIMITATIONS. Except for Common Area facilities, the Property is hereby restricted to residential dwellings for residential use only. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational or storage facilities which are a part of the Common Area. All buildings or structures erected upon said Property, except for the Common Areas, shall be of new

- 23 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:38 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by *Carla H. Hines*
Deputy

construction. No buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than townhouses shall be constructed. Without limiting the generality of the foregoing, use of the Property shall be subject to the following restrictions:

- (1) Nothing shall be stored in the Common Areas without prior consent of the Board, except in storage areas or as otherwise herein expressly provided;
- (2) Nothing shall be done or kept in any Townhome or in the Common Areas which will increase the rate of insurance for the Property without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Townhome or the Common Areas which will result in the cancellation of insurance on any Townhome, or any part of the Common Areas, or which will be in violation of any law;
- (3) No waste shall be committed in or on the Common Areas;
- (4) No sign of any kind shall be displayed to the public view on or from any Townhome or Common Areas without the prior written consent of the Management Company acting in accord with the Board's direction;
- (5) No noxious or offensive activity shall be carried on, in or upon the Common Areas, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be

VOL. 2114 PAGE 869

- 24 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:39 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
Carla Flores
Deputy

permitted on the Property, and the Board shall have the right to determine in accordance with the Bylaws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of the other Owners without the prior written approval of the Board;

- (6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Areas, except upon the written consent of the Board;
- (7) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof;

- 25 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:39 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by: *Caughthorne*
Deputy

- (8) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Townhome or the Common Areas, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view;
- (9) No Owner shall park, store or keep within or adjoining the Property any inoperable vehicle, any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle or equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar

- 26 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:39 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carol Flores*
Deputy

vehicle deemed to be a nuisance by the Board). No Owner shall conduct major repairs or major restorations or any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements;

- (10) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;
- (11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space;
- (12) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Townhome or the Common Areas. Dogs, cats, fish, birds and other household pets may be kept in Townhomes subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be

- 27 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:40 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carla Hines*
Deputy

more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner. Animals belonging to Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or members of his family, his tenants or his guests; and it shall be absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Areas;

- (13) With the exception of a First Mortgage in possession of a Townhome following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his Townhome for hotel or transient purposes. No Owner shall be permitted to

- 28 -

VOL. 2114 PAGE 873

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:40 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by *Caughn*

lease less than the entire Townhome. Every such lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and Bylaws and failure to do so shall be a default thereunder. The Owner making such lease shall not be relieved thereby from any of said obligations.

(14) In order that Declarant, or its successor, may establish the Property as a fully occupied Townhome Project, no Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

- a. Prevent Declarant, or its representatives, from maintaining a Sales Office and maintaining and showing model Townhomes to aid in the marketing of the Townhomes during the Sales Period.
- b. Prevent Declarant from (1) maintaining such sign or signs for marketing of Townhomes both at the entrances into the Property and at the Townhomes as Declarant deems reasonable 2) conducting open houses at the Townhomes with appropriate signs (3) such other sales activities as Declarant may deem necessary to market the Townhomes.

- 29 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:40 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by: *Carey Flores*
Deputy

c. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the Sales Period, upon such portion of the premises as Declarant deems necessary, such facilities as in Declarant's sole opinion, may be reasonably required, convenient or incidental to the sale of said Townhomes.

8.2 FREEHOLD ESTATE. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

ARTICLE IX

EASEMENTS

9.1 ENCROACHMENTS. Each Townhouse and the Property included in the Common Area shall be subject to an easement for minor (one (1) foot or less) encroachments created by construction, settling, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it exists. In the event a multi-family structure containing two (2) or more Townhouse Units is partially or totally destroyed and then rebuilt, the Owners of the Townhouses so affected agree that minor encroachments (one (1) foot or less) onto parts of the adjacent Townhouse units or Common Areas due to construction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 ADDITIONAL EASEMENTS. There is hereby created a blanket easement upon, across, over and under said Property for ingress,

- 30 -

VOL. 2114 PAGE 875

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:40 CDT 2021



by: *Larry G. Beville*
Larry G. Beville, County Clerk
Deputy

egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electric and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is, in addition, specifically granted to the United States Post Office, its agents and employees to enter upon the streets, Common Areas and Lots in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter in or to cross over the Common Area and/or any Townhouse to perform the duties of maintenance and repair provided for herein or for emergency repairs. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Association's Board of Directors. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

- 31 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:41 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by: *Caragh Flores*
Deputy

ARTICLE X

RESERVATION OF RIGHT OF ANNEXATION

10.1 The Declarant reserves the right, authority and power to annex the Townhomes described in Exhibit "C" for the purpose of annexing and merging such Non-Participating Townhomes with the participating Townhomes defined in Paragraph 1.8 above. The annexation of such Non-Participating Townhomes may be accomplished simultaneously or staggered and shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of Declaration Supplement or Declaration of Annexation and Merger, this Declaration shall further apply to and affect all of the property described in this Declaration and the Property described in such Declaration Supplement or Declaration of Annexation and Merger, and shall also bind all Owners of any part of the annexed Townhomes with the same effect as if such annexed Townhomes were originally subject to, and described in, this Declaration. Thereafter, the powers and responsibilities of the Board and Association shall be coextensive with regard to all Property included within the expanded Townhome Regime and the Board and Association shall, pursuant to the provisions of this Declaration, constitute the Board and Association for the entire Townhome Regime, as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties of the Owners prior to recordation of such Declaration Supplement or Declaration of Annexation and Merger.

10.2 Even subsequent to the annexation described in Section 10.1 above, the Association shall continue to maintain one (1)

- 32 -

VOL. 2114 PAGE 877

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:41 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by: *Caughn Ross*

Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair, replacement and operation of the expanded Townhomes and in all respects and meanings, the Townhomes, as expanded, shall be deemed to be a single Project for the purposes of and in accordance with the provisions of this Declaration.

10.3 The annexation and merger shall entail Townhomes of comparable design, size and quality and shall be accomplished by the filing of appropriate Declaration Supplement. Said documents shall be recorded in the Records of Taylor County, Texas, which will, inter alia:

- (1) Be executed by only the Declarant, the Owner or Owners of the Townhomes that are being annexed or its successors or assigns;
- (2) Contain a description of the Townhomes;
- (3) Contain any other information required by law or necessary to effectuate the intent of this Article.

ARTICLE XI

GENERAL PROVISIONS

11.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no

- 33 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:41 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carolee How*
Deputy

wise affect any other provisions which shall remain in full force and effect.

11.3 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The prior written approval of at least 51% of the First Mortgagees and 67% of the Owners shall be required for the following:

- A. Abandonment or termination of this Townhome Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- B. Any material amendment to the Declaration or to the Bylaws of the Association, including, but not limited to:
 - (1) any change in the voting rights;
 - (2) the imposition of assessments, assessment liens, or the priority of assessment liens;
 - (3) the creation of additional reserves for maintenance, repair, and replacement of Common Areas;
 - (4) revisions to the responsibilities for maintenance and repairs;
 - (5) insurance or fidelity bonds;

- 34 -

VOL. 2114 PAGE 879

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:42 CDT 2021



by: *Larry G. Beville*
Larry G. Beville, County Clerk
Carolee Flores
Deputy

- (6) any change of the right of Owner's to lease the Townhomes;
- (7) imposition of any restrictions on an Owner's right to sell or transfer his or her Townhome;
- (8) a decision by the Board to establish self-management;
- (9) any action to determine the legal status of the Townhome Regime after substantial destruction or condemnation;
- (10) by act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Areas.

C. Declarant reserves the right during the Sales Period, without the Joinder or consent of any Owner or Mortgagee, to amend this Declaration or the By-Laws by an instrument duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Townhome Owner.

11.4 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, transferred or otherwise encumbered without

- 35 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Brevill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:42 CDT 2021



Larry G. Brevill
Larry G. Brevill, County Clerk
by: *Caughy*
Deputy

the approval of all holders of first mortgage liens on each Townhouse.

11.5 MORTGAGEE RIGHTS.

a. Upon written request to the Owners Association any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive annual financial statements, within ninety (90) days following the end of the Association's fiscal year and (iii) receive notice of the Association's meetings and designate a representative to attend such meetings.

b. The Association shall immediately reimburse First Mortgagees who may pay taxes or other charges which are in default and which may or have become a charge against the Common Area; or who may pay overdue premiums or hazard insurance coverage on the lapse of a policy on the Common area.

c. A First Mortgagee, upon written request, shall be entitled to written notification from the Association of any default in the performance by the individual Owner-Mortgagor of any obligation under the Declaration, By-Laws, or rules and regulations promulgated by the Board which is not cured within sixty (60) days.

11.6 LEASES. Owners shall have the right at any and all times to lease the Townhomes to third parties on such terms and at rates determined by the Owners at their sole discretion. Any lease agreement between an Owner and a Lessee shall be in writing and provide that the terms of the lease are subject to the provisions

- 36 -

VOL. 2114 PAGE 881

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:42 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by *Carolyn Hove*
Deputy

of the Declaration, By-Laws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease. No such Lease shall be for a period of less than thirty (30) days.

11.7 SUBSTANTIAL TAKING OR DESTRUCTION. Any holder of a First Mortgage Lien will be entitled to timely written notice of substantial damage to or destruction of any Unit or any part of the Common Area.

11.8 CONDEMNATION. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or

- 37 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:43 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carla Flores*

resist any such proceeding, to make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Area so taken or damaged. In the event it is determined that such Common Area should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners.

11.9 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this the 2nd day of October, 1995.

- 38 -

VOL. 2114 PAGE 883

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:43 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Caughn Howe*
Deputy

VOL. 2114 PAGE 884

KUKAI JOINT VENTURE

BY: *W.J.M. Jones*
W.J.M. Jones, Joint Venturer

BY: *Albert DeMasso*
Albert DeMasso, Joint Venturer

CONSENT

The undersigned, a duly authorized representative of Midland Asset Management, Inc., a lienholder of the sixty (60) units of townhomes in the foregoing Crossing Townhomes Project as described in the attached Exhibit "A", hereby consents to the recording of this Declaration in the Public Records of Taylor County, Texas, and hereby subordinates the liens of the Deed of Trust and Vendor's Lien appearing in Volume 1985, Page 486 and Volume 1985, Page 442, respectively, to the terms, conditions and covenants contained in the Declaration including, without limitation, those pertaining to easements and other items the foreclosure of which would deprive unit owners of access or enjoyment rights.

FIRST NATIONAL BANK OF CHICAGO
TRUSTEE FOR COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES
SERIES 1994-C2

BY: MIDLAND LOAN SERVICES, L.P.,
ATTORNEY-IN-FACT

By: *[Signature]*
Name: Q.S. [Signature]
Title: Summary Officer

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:43 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by: *Carolyn Hove*
Deputy

STATE OF MISSOURI §
COUNTY OF JACKSON §

Before me, the undersigned Notary Public, on this day personally appeared C.J. Zippe, known to me to be the Deputy Chief of Midland Loan Services, L.P., Attorney-in-Fact for First National Bank of Chicago, Trustee for Commercial Mortgage Pass-Through Certificates Series 1994-C2, and acknowledged to me that he/she was duly authorized to execute the foregoing in and for said Partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, on behalf of said Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of September, 1995.

My Commission expires: _____

Lola A. Davis
Notary Public in and for the
State of Missouri
Printed Name of Notary: Lola A. Davis

LOLA DAVIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Dec. 13, 1996

STATE OF Hawaii §
COUNTY OF Honolulu §

BEFORE ME, the undersigned authority, on this day personally appeared W.J.M. Jones, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated as Joint Venturer of said Joint Venture.

- 40 -

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:43 CDT 2021



Larry G. Revill
by: Larry G. Revill, County Clerk
Caughn Flies
Deputy

VOL. 2114 PAGE 885

GIVEN UNDER MY HAND AND SEAL of office this the 21st day of
September, 1995.

My Commission expires:
2-18-96

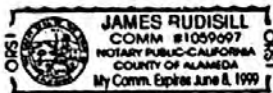
Mitzi M. Kinoshita
Notary Public in and for the
State of Hawaii
Printed Name of Notary:
Mitzi M. Kinoshita

VOL. 2114 PAGE 886

STATE OF California §
COUNTY OF Alameda §

BEFORE ME, the undersigned authority, on this day personally
appeared Albert DeMasso, known to me to be the person whose name
is subscribed to the foregoing instrument and acknowledged to me
that he executed same for the purposes and consideration therein
expressed and in the capacity therein stated as Joint Venturer of
said Joint Venture.

GIVEN UNDER MY HAND AND SEAL of office this the 2 day of
October, 1995.



My Commission expires:

James Rudisill
Notary Public in and for the
State of California
Printed Name of Notary:
James Rudisill

\\777\rdl\6792\declarat.fin

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County,
Texas, do hereby certify that the above foregoing is a true and
correct copy of DEC document number
as it appears and is recorded in the Official
Public Records of Taylor County, Texas. Given under my
hand and seal of office, on Thu Sep 30 14:07:44 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by Carolee Hoes
Deputy

EXHIBIT "A"

TRACT A:

Lots 3, 5, 8, 10 through 26 and 28 through 40, Block A, The Crossing Addition to the City of Abilene, Taylor County, Texas, of record on the plat of THE CROSSING ADDITION recorded in Cabinet 1, Slide 214, Plat Records, Taylor County, Texas.

TRACT B:

Lots 13 through 37, and Lots 39 and 40, Block B, The Crossing Addition to the City of Abilene, Taylor County, Texas, of record on the plat of THE CROSSING ADDITION recorded in Cabinet 1, Slide 214, Plat Records, Taylor County, Texas.

VOL. 2114 PAGE 887

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:44 CDT 2021



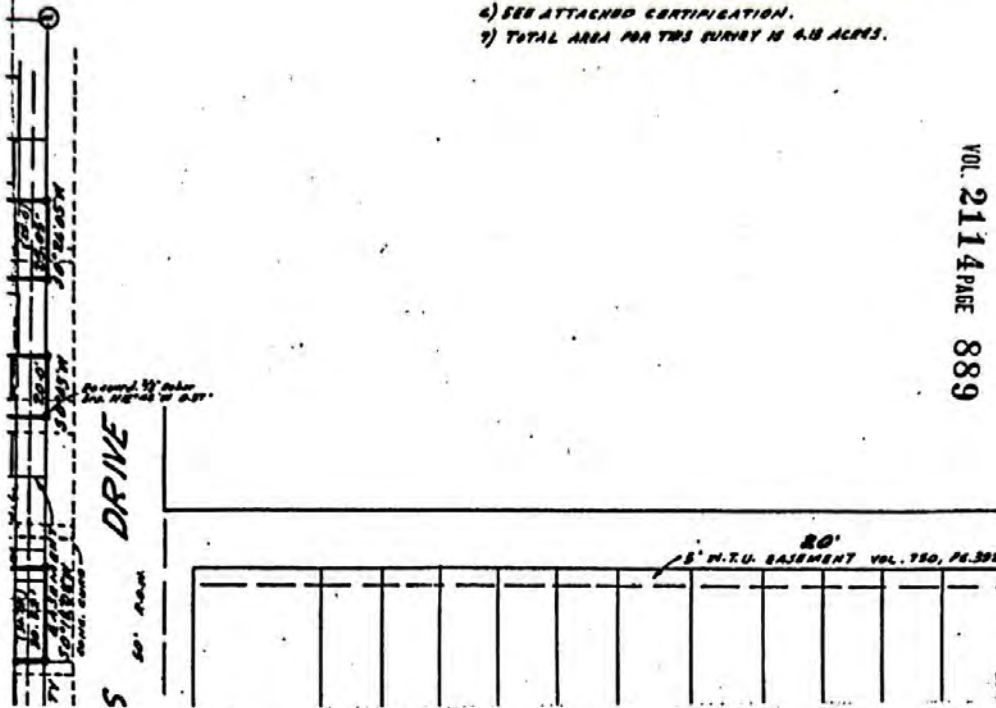
by: *Larry G. Bevil*
Larry G. Bevil, County Clerk
Caution
Deputy

by: Larry G. Davis
Deputy

NOTES:

- 1) BEARINGS ARE BASED ON THE WL OF CROSSROADS DRIVE PER PLAT OR RECORD.
- 2) PARENTHESES DENOTES RECORD CALL.
- 3) ALL BUILDINGS ARE 2 STORY BRICK/STUCCO.
- 4) ALL BASEMENTS SHOWN ARE PER PLAT, UNLESS NOTED.
- 5) THIS PROPERTY DOES NOT LIE IN THE FLOOD ZONE ACCORDING TO FIRM COMMUNITY PANEL NO. 48575D D025 D DATED 8-23-79.
- 6) SEE ATTACHED CERTIFICATION.
- 7) TOTAL AREA FOR THIS SURVEY IS 4.18 ACRES.

VOL. 2114 PAGE 889



COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:45 CDT 2021

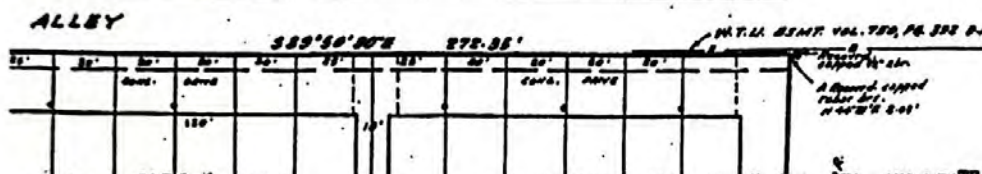


Larry G. Bevil
by: *C. H. Hines*
County Clerk
Deputy

VOL. 2114 PAGE 890

LEGEND

- RECOVERED 1/2" REBAR
- SET 1/2" REBAR
- ⊗ SET CHISELED "X" IN CONC.
- ✕ RECOVERED CHISELED "X" IN CONC.
- ELECTRIC TRANSFORMER
- ⊖ MANHOLE
- METAL SERVICE POLE
- WOOD SERVICE POLE
- POLE ON CONCRETE



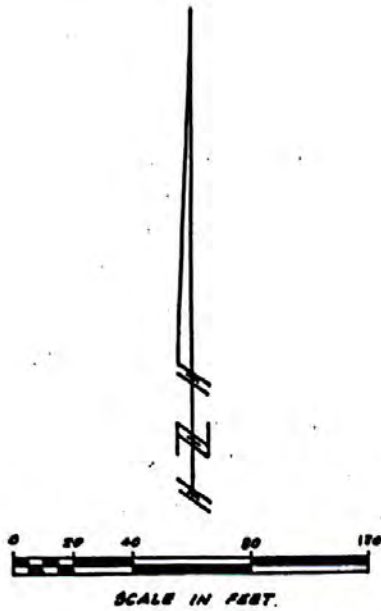
COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:45 CDT 2021



Larry G. Revill
Larry G. Revill, County Clerk
by *Caughn*
Dyck

VOL. 2114 PAGE 891



COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:45 CDT 2021



Larry G. Beville
Larry G. Beville, County Clerk
by *Carol Flores*
Deputy



REMAINDER LOT 5
C.W. KENNER SUBDH.
VOL. 1, PG. 248, P.R.

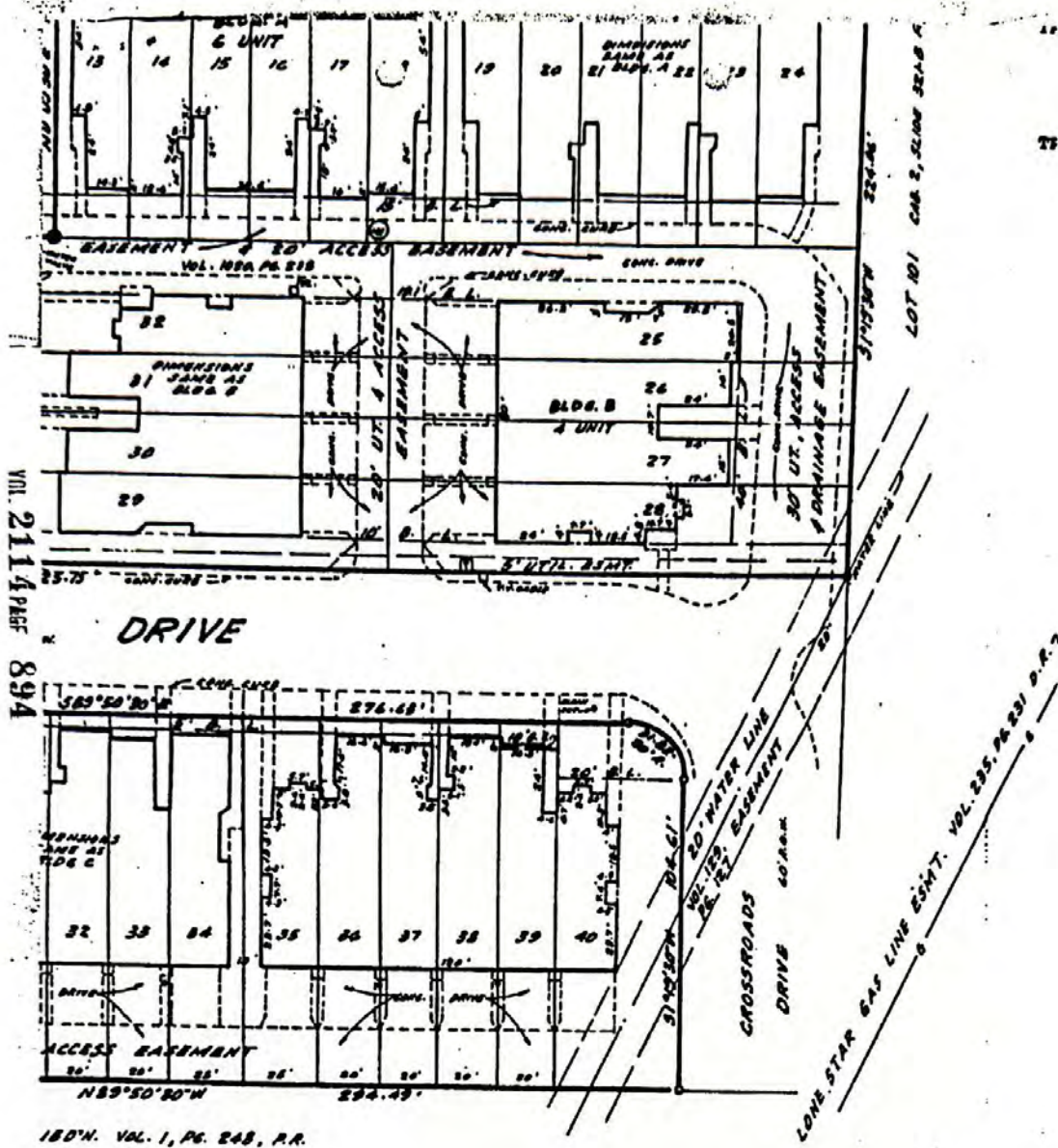
C4C SURVEYING & ENGINEERING
451 PINE STREET, SUITE 105
ABILENE, TEXAS 79601
PH. 915-676-0048
FAX 915-676-0702

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:46 CDT 2021



Larry G. Revill
 by *Carol Flores*
 Deputy



COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Beville, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:46 CDT 2021



by: *Larry G. Beville*
Larry G. Beville, County Clerk
Deputy

Taylor County, Texas.

ACT B: Lots 13 through 37, and Lots 39 and 40, Block B, The Crossing Addition to the City of Abilene, Taylor County Texas.

both Tracts A and B of record on the plat of THE CROSSING ADDITION recorded in Cabinet 1, Slide 214, Plat Records, Taylor County, Texas.

William L. Cobsdil
WILLIAM L. COBSDIL
R.P.L.S. NO. 1996

98-571

VOL. 2114 PAGE 895

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:46 CDT 2021



Larry G. Bevil
by: *Larry G. Bevil*, County Clerk
Caughn Flores
Deputy

EXHIBIT "C"

TRACT A:

Lots 1, 2, 4, 6, 7, 9 and 27, Block A, The Crossing Addition to the City of Abilene, Taylor County, Texas, of record on the plat of THE CROSSING ADDITION recorded in Cabinet 1, Slide 214, Plat Records, Taylor County, Texas.

TRACT B:

Lots 1 through 12 and 38, Block B, The Crossing Addition to the City of Abilene, Taylor County, Texas, of record on the plat of THE CROSSING ADDITION recorded in Cabinet 1, Slide 214, Plat Records, Taylor County, Texas.

VOL. 2114 PAGE 896

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Bevil, County Clerk, Taylor County, Texas, do hereby certify that the above foregoing is a true and correct copy of DEC document number as it appears and is recorded in the Official Public Records of Taylor County, Texas. Given under my hand and seal of office, on Thu Sep 30 14:07:47 CDT 2021



Larry G. Bevil
Larry G. Bevil, County Clerk
by: *Carolyn Hays*
Deputy

15857

VOL. 2114 PAGE 897

FILED FOR RECORD
AT 10:46 O'CLOCK AM
ON THE 9 DAY OF Oct
A.D. 19 95

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,
RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNEN-
FORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS }
COUNTY OF TAYLOR } OFFICIAL PUBLIC
RECORD



Denise Dymore
COUNTY CLERK, TAYLOR COUNTY, TEXAS

I hereby certify that this instrument was FILED
on this date and at the time designated herein by
me and was duly RECORDED in the Volume
and Page of the named RECORDS of Taylor
County, Texas, as designated herein by me.

Denise Dymore 10900
COUNTY CLERK
TAYLOR COUNTY, TEXAS
5th
14

Ronald D. Law, Esq.
Dilce and Law, P. C.
9500 Forest Lane, Suite 435
Dallas, Texas 75243

COUNTY OF TAYLOR
STATE OF TEXAS

I, Larry G. Revill, County Clerk, Taylor County,
Texas, do hereby certify that the above foregoing is a true and
correct copy of DEC document number
as it appears and is recorded in the Official
Public Records of Taylor County, Texas. Given under my
hand and seal of office, on Thu Sep 30 14:07:47 CDT 2021



Larry G. Revill
by: *Larry G. Revill*
Larry G. Revill, County Clerk
Deputy