

After recording return to:

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Dallas, Texas 75201

FILED
TARRANT COUNTY TEXAS

2004 DEC 22 AM 11:20

SUZANNE HENDERSON
COUNTY CLERK

BY _____

DECLARATION OF ANNEXATION
AND
FIRST SUPPLEMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LOWE'S FARM

STATE OF TEXAS

COUNTY OF TARRANT

This DECLARATION OF ANNEXATION AND FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LOWE'S FARM ("First Supplemental Declaration") is made this 19th day of NOVEMBER, 2004 by LOWE'S FARM PARTNERS NO. 1, LTD., a Texas limited partnership ("Declarant") and LOWE'S FARM PARTNERS NO. 2, LTD., a Texas limited partnership ("Lowe's Farm No. 2").

WITNESSETH

WHEREAS, Declarant is the owner of certain property that includes Lots 1 thru 35, Block 1; Lots 1 thru 22, Block 2; Lots 1 thru 25, Block 3; Lots 1 thru 20, Block 4; Lots 1 thru 8, Block 5; Lots 1 thru 16, Block 6; Lots 1 thru 24, Block 7; Lots 1 thru 13, Block 8; Lots 1 thru 26, Block 9; Lots 1 thru 3, Block 10; Lots 1 thru 13, Block 11; Lots 1 thru 17, Block 12; Lots 1 thru 16, Block 13; Lots 1 thru 8, Block 14; Lots 1 thru 9, Block 15; Lot 1, Block 16; and Lots 1 thru 13, Block 17 in Lowe's Farm, Phase I, an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded on December 6, 2001 in Cabinet A, Slide 7097 of the Plat or Map Records of Tarrant County, Texas ("Phase I");

WHEREAS, Lowe's Farm No. 2 is the owner of certain property adjacent to Phase I, being more particularly described on Exhibit A attached hereto and made a part hereof ("Phase II");

WHEREAS, Declarant has recorded certain covenants, conditions, and restrictions affecting Phase I included in that certain Declaration of Covenants, Conditions and Restrictions recorded on January 23, 2002, as Instrument No. D202022149 of the Public Real Estate Records of Tarrant County, Texas (said Declaration herein called the "Declaration");

and WHEREAS, the Conversion Date (as defined in the Declaration) has not yet occurred;

WHEREAS, Declarant and Lowe's Farm No. 2 desire to subject Phase II to all of the covenants, conditions, and restrictions set forth in the Declaration in order to establish a uniform plan for the development, improvement and sale of Lots in Phase I and Phase II, and to insure the preservation of such uniform plan for the benefit of Declarant, Lowe's Farm No. 2 and the future owners of Lots in Phase I and Phase II.

NOW THEREFORE, Declarant and Lowe's Farm No. 2 hereby declare that all of Phase II shall be held, sold, used and conveyed subject to the covenants, conditions, and restrictions set forth in the Declaration, and further Declarant and Lowe's Farm No. 2, for and on behalf of their respective heirs, executors, administrators, successors and assigns, hereby adopt, establish and impose upon Phase II, and declare the Declaration applicable thereto, which is for the purposes of enhancing and protecting the value, desirability and attractiveness of Phase II, and which shall run with Phase II and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

Declarant further adopts the following amendments to the Declaration:

1. WALLS, FENCES AND HEDGES. Section 4.10 of the Declaration is hereby amended to add the following language:

"A six foot (6') wood fence shall be constructed and maintained by the Owners of the Lots in Phase II as shown on the Interior Screening Plan attached to this First Supplemental Declaration as Exhibit B in accordance with the Specifications for 6 Foot Wood Fence attached to the Declaration as Exhibit B."

2. AMENDMENTS. Section 8.2 is hereby amended and restated in its entirety to read as follows:

"Prior to the Conversion Date, this Declaration may be amended by (i) the Declarant without the consent or approval of the Association or any of its Members or (ii) the affirmative vote of Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Class A Members of the Association with the written approval of the Declarant. After the Conversion Date, this Declaration may be amended by the affirmative vote of Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Class A Members of the Association. Any such amendment shall be evidenced by a written instrument setting forth such amendment and signed by the Declarant and/or a duly authorized officer of the Association certifying as to the requisite approval of the Declarant and/or the Class A Members, as the case

may be. Such written instrument shall be properly recorded in the land records of Tarrant County, Texas."

3. TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT. To the extent applicable, exercise of remedies by the Association against an Owner by reason of such Owner's breach or violation of any provision of the Declaration shall be subject to Texas Property Code §§209.001 et seq. (Texas Residential Property Owners Protection Act).

4. RATIFICATION. Except as provided in this First Supplemental Declaration, the Declaration shall continue in full force and effect in accordance with its terms.

5. DEFINED TERMS. Terms defined in the Declaration shall have the same meaning when used in this Amendment.

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EXECUTED as of the 18th day of NOVEMBER, 2004

DECLARANT:

LOWE'S FARM PARTNERS NO. 1, LTD., a
Texas limited partnership

By: Mansfield-GP Partners, Ltd., a
Texas limited partnership,
its general partner

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

By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

LOWE'S FARM NO. 2:

LOWE'S FARM PARTNERS NO. 2, LTD., a
Texas limited partnership

By: Mansfield-GP Partners, Ltd., a
Texas limited partnership,
its general partner

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

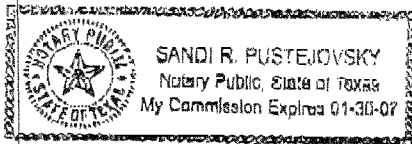
By: Walter Damon
Name: WALTER DAMON
Title: PRESIDENT

Exhibit A – Description of Phase II
Exhibit B – Interior Screening Plan

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 18th day of November, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation, acting in its capacity as general partner of Mansfield-GP Partners, Ltd., a Texas limited partnership, which in turn, is acting in its capacity as general partner of Lowe's Farm Partners No. 1, Ltd., a Texas limited partnership, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



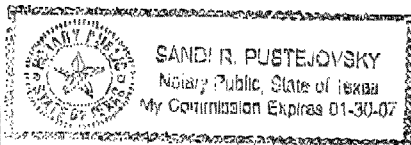
Sandi R. Pustejovsky
Notary Public for the State of Texas

Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this 18th day of November, 2004, by Walter Daman, President of Hanover Services Group, Inc., a Texas corporation, on behalf of said corporation, acting in its capacity as general partner of Mansfield-GP Partners, Ltd., a Texas limited partnership, which in turn, is acting in its capacity as general partner of Lowe's Farm Partners No. 2, Ltd., a Texas limited partnership, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



Sandi R. Pustejovsky
Notary Public for the State of Texas

Printed Name: _____
My Commission Expires: _____