

VOL 875 PAGE 256
The State of Texas,
County of COLLIN

} Known All Men by These Presents:
15422

That we, JOE CLARK and wife MARY CLARK

of the County of COLLIN State of TEXAS for and in consideration
of the sum of TEN AND NO/100-----

----- (\$10.00)-----DOLLARS
and other good and valuable considerations
to us paid, and secured to be paid, by R.S. KING, JR., TRUSTEE, the receipt of
which is hereby acknowledged and confessed;

And the further consideration is the execution and delivery by the
Grantee herein of His one certain promissory note of even date herewith
in the principal amount of \$138,727.35 payable to the order of Grantors
herein as therein provided, said note secured by Vendor's Lien herein
retained and further secured by Deed of Trust of even date herewith to
James R. Caton, Trustee, upon the hereinafter described property:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
R.S. KING, JR., TRUSTEE, herein called Grantee,
of the County of Dallas State of Texas, all that certain
lot, tract or parcel of land situated in Collin County, Texas, to-wit:

(LEGAL DESCRIPTION OF PROPERTY HEREIN CONVEYED ATTACHED HERETO AS
EXHIBIT "A")

The conveyance evidenced by this deed is made subject to any and all
easements, restrictions, covenants, conditions, and reservations of
record, if any, applicable to the herein conveyed property or any part
thereof; as long as Grantors are in residence at the "home place" there
shall be no junk yard operations nor mobile homes placed upon property
by Grantee herein.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights
and appurtenances thereto in anywise belonging unto the said Grantee, His

heirs and assigns forever and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said Grantee, His

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

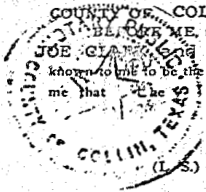
But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above
described property, premises and improvements, until the above described note, and all interest
thereon are fully paid according to its face and tenor, effect and reading, when this deed shall
become absolute.

WITNESS our hands at Plano, Texas
this 9th day of July, 1973
Witness at request of Grantor:

Joe Clark
Mary Clark

THE STATE OF TEXAS,
COUNTY OF COLLIN

SINGLE ACKNOWLEDGMENT



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
JOE CLARK and his wife, **MARY CLARK**
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 9 day of July A. D. 1973

Gary H. Kirschhoff
Notary Public in and for Collin County, Texas

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for
record in my office on the day of , A. D. 19 at o'clock M.,
and was duly recorded by me on the day of A. D. 19
in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy

151

Warranty Deed
(WITH VENDOR'S LIEN)

FROM

TO

FILED FOR RECORD

This day of , A. D. 19

at o'clock M.

By County Clerk

Deputy

RECORDED

County Records

In Book on Page

County Clerk

Deputy

Recording Fee \$

This instrument should be filed immediately with
the County Clerk for Record.

The Otis Company, Publishers, Dallas

DECLARATION OF
ASSOCIATION AGREEMENT
AND
PROTECTIVE COVENANTS
FOR
" BERRY FARMS "
A SUBDIVISION OF COLLIN COUNTY, TEXAS
AS FILED IN
FILE NO. 98-0065628, K429, K430, K431, K432
MAP AND PLAT RECORDS OF
COLLIN COUNTY, TEXAS

(1)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

THAT BERRY FARMS LIMITED PARTNERSHIP , ("Developer" herein), is the owner of all that certain real property in Collin County, Texas, known as BERRY FARMS, as shown in the Map and Plat Records of Collin County , Texas, file No. 98-0065628, K429,430,431,432.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all sites in BERRY FARMS for the benefit of the present and future owners of tracts and for the protection of property values therein; and to that purpose, the undersigned hereby adopts and establishes with respect to said land the following declarations, restrictions, covenants, conditions, easements, and liens to apply uniformly to the use, improvements, occupancy and conveyance of any tract of land in BERRY FARMS, including the roads, streets, pathways, waterways and drainage ways therein; and hereby agrees to organize "BERRY FARMS ASSOCIATION". The Articles of Formation and the by-laws of the Association shall provide for membership therein, elections of Directors and Officers and purposes and powers of the Association and for such other conditions as to make effective the rights, privileges, obligations and duties imposed upon the Association by these declarations, covenants and agreements; and hereby delegates and assigns to BERRY FARMS ASSOCIATION the powers of administration and enforcement of the covenants and restrictions and collection and disbursement of any assessments and charges created herein and promotion of the recreation, health, safety and welfare of the residents of BERRY FARMS. All owners of property in said BERRY FARMS shall be members of BERRY FARMS ASSOCIATION, (hereafter "the Association") except any property in BERRY FARMS owned by the City of Melissa being used for a Park or other purpose will not be subject to the Association or these declarations and covenants.

ARTICLE I

RESTRICTIVE COVENANTS

Section A. Building type and land use:

1. No more than one residential dwelling will be allowed to be constructed on any tract.
2. No tract shall be further subdivided.
3. Dwellings must be site-built and shall contain a minimum of 1800 sq. ft. in the living area. No Mobile Homes will be allowed in BERRY FARMS. The roof of any house built in BERRY FARMS shall have a pitch of no less than 6/12. Any residence that is under 2400 sq.ft. in the living area shall be at least 70% brick. Any house that is at least 2400 sq. ft. in the living area may be constructed of log, stucco or frame material as approved by the Architecture Review Board.

4. No motor vehicles shall be permitted to remain on the premises without current license plates for a period in excess of 10 days. Farm type machinery is not in this category.

5. No tract shall become a junk yard.

a. A junk yard shall be construed to be such when so described by two-thirds of the owners of tracts in this restricted area in writing.

6. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

7. No outside toilet facilities shall be constructed or maintained on any tract and sewage disposal systems must meet local and state health regulations and must be maintained at all times in accordance with County Sanitary laws. All plumbing and drains must be connected with water tight septic tanks of approved construction. Any unsanitary condition shall be corrected by the owner at his expense upon notification by representative of the restricted area or by the health department having jurisdiction.

8. Easements are reserved and set back lines are to be observed according to the plat as filed in Collin County Records.

9. No noxious or offensive activity shall be maintained or permitted on any property or properties in this restricted area. Nothing shall be done or permitted to be done thereon which may become or may be a nuisance.

10. The restricted area is to be used for residential purposes only and no commercial type business activity may be conducted on the property.

11. A maximum of one (1) large livestock animal may be kept or raised on any tract. Small animals must be confined to the property of the owner and not allowed to be a nuisance to the neighborhood.

ARTICLE II

COVENANTS FOR ASSESSMENTS

Developer hereby covenants, and each owner of Property described in the plat of BERRY FARMS as filed in Collin County Records by acceptance of his warranty deed or contract for deed, unless expressly waived in such instrument, whether or not it shall be so expressed in said instrument, is deemed to covenant and agree to pay to the Association such assessments and charges established herein and shall pay the same in manner herein provided. All such assessments together with interest thereon and cost of collection of same, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made, and shall also be a personal obligation of the owner at the time when assessment fell due.

SECTION A. General Assessment

1. A general assessment shall be levied for the following purposes:

a. Providing for the operation of the Association, any maintenance, operating expenses and the establishment of reserve funds to accomplish any purpose provided herein.

2. Each assessable unit shall be assessed the annual general assessment rate. Each tract as shown on the filed plat of BERRY FARMS shall be an assessable unit unless owned by the City of Melissa.

3. The general assessment rate shall be determined by a two-thirds vote of the membership of the Association voting at a meeting called for that purpose. However, until such time as the Developer still owns 20% or less of the property, at which time the Association will be under the direction of the members for election of a Board of Directors, the general assessment shall not exceed \$2.00 per tract per month.

4. The Association may levy a special assessment should the need arise provided that such special assessment be approved by two-thirds of the members of the Association attending and voting at a meeting called for that purpose. The manner in which such assessment may become due and payable must be decided by a two thirds vote of the members attending and voting at that meeting.

SECTION B. Non-payment of Assessments.

1. Any assessment not paid when due shall bear interest at the rate of 10% per annum from the date due until the date paid. The Association may bring an action at law against any owner personally obligated to pay the assessment or may foreclose the lien against the property. The Association shall be entitled to reasonable attorney's fees and court costs incurred pursuant to any action taken by law under this section.

2. The lien of assessments provided herein shall be subordinate to the lien of any first lien mortgage. Sale or transfer of any property shall not affect the assessment lien except that the sale or transfer of any property pursuant to mortgage foreclosure or proceeding in lien thereof shall extinguish the assessment lien as to payments which became due prior to the date of such sale or transfer. No sale or transfer shall relieve any property from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE III

ARCHITECTURE REVIEW BOARD

1. The Developer hereby establishes an Architecture Review Board, consisting of the members named below:

Roger Liudahl, Mark Ragon, Claude E. Hearn, Billy W. Sportsman.

2. Any proposed building plans must be submitted to the Architecture Review Board and approved by the Board before any construction can begin. Such plans should be delivered to the Board at 2252 E. University Drive, McKinney, Texas.

3. In the event that the plans are submitted to the Board and the Board does not notify the Builder whether or not the plans are approved within 30 days from date the plans are submitted, it will be assumed the plans are approved and construction may begin.

4. If the Board finds anything in the plans that does not meet the restrictive covenants they will notify the Builder in writing and the plans must be corrected and resubmitted to the Architecture Review Board.

5. Developer may from time to time appoint different people to be members of this Architecture Review Board.

ARTICLE IV

TERMS, ENFORCEMENT, APPLICABILITY, SEVERABILITY

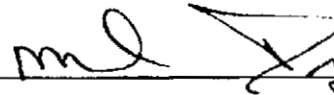
It is the intention of the makers hereof that the provisions of this Article shall apply uniformly throughout the Subdivision.

1. **TERMS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

2. **ENFORCEMENT:** If the owner of any tract in said restricted area, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said restricted area to prosecute and proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS MY HAND this the 25th day of June, 1998.


 BERRY FARMS LIMITED PARTNERSHIP
 By: Mark Ragon, General Partner

ACKNOWLEDGMENT

STATE OF TEXAS

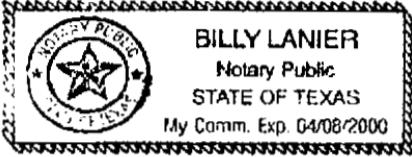
COUNTY OF COLLIN

This instrument was acknowledged before me on the 25th day of June, 1998 by MARK RAGON, General Partner for BERRY FARMS LIMITED PARTNERSHIP, on behalf of said Partnership.

Billy Lanier

NOTARY PUBLIC, STATE OF TEXAS

BILLY LANIER
NOTARY'S PRINTED NAME:



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN)
(THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date
and the time stamped herein by me; and was duly RECORDED, in the Official Public
Records of Real Property of Collin County, Texas on

JUL 06 1998

Helen Starnes



Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/07/06

At 8:57A

Number: 98- 0070148
Type : RS 19.00

ARTICLES OF FORMATION
OF
BERRY FARMS ASSOCIATION

I, Mark Ragon, being the General Partner of BERRY FARMS LIMITED PARTNERSHIP, which Partnership is the owner and developer of the addition known as BERRY FARMS, do hereby adopt the following Articles of Formation for BERRY FARMS ASSOCIATION:

ARTICLE I

The name of the Association is BERRY FARMS ASSOCIATION, ("Association" herein).

ARTICLE II

The Association is for non-profit purposes. The value of the goods, chattels, land, rights and credits owned by the Association is none. The Association shall be non-profit sharing and no part of the income or property of the Association shall inure, directly or indirectly, to the benefit of any member or director, or to any person participating in the Association.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Association is organized are:

(a) to promote the health, safety and welfare of its members within the subdivision known as BERRY FARMS addition in Melissa, Collin County, Texas.

(b) to exercise the powers and privileges and perform those duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions ("Declarations" herein) of record in File 98-0065628, Pg. K429 of the Deed Records of Collin County, Texas.

(c) to fix, levy, assess, collect and enforce by any lawful means, payment of all charges and assessments pursuant to the terms of the aforesaid Declaration; and to pay all expenses in connection therewith together with all other expenses incidental to the conduct of the business of the Association, including any licenses, taxes and/or other charges imposed against the property of the Association, if any.

(d) to purchase, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated, as the purposes of the Association shall require, and on such terms and conditions as may be agreed by the Membership of the Association.

(e) to pledge, sell, lease, operate, maintain, transfer or otherwise dispose of all or any part of its personal property.

(f) to mortgage all or any part of its real property, together with improvements thereon provided that said mortgage shall be approved by two-thirds vote of members attending and voting thereon .

(g) to dedicate, sell or transfer all or any part of its real property and/or improvements thereon, subject to the approval of two-thirds of the members voting thereon.

(h) to participate in mergers and consolidations with other non-profit associations organized for the purposes provided herein.

ARTICLE V

The Post Office address of the initial registered office of the Association is 2252 E. University Drive, McKinney, Texas 75069, and the initial registered agent at such address is Mark Ragon.

ARTICLE VI

The number of Directors constituting the initial Board of Directors of the Association is four (4) and the names and addresses of the persons who are to serve as initial Directors are:

Mark Ragon, 4220 Magnolia, McKinney TX 75070
 Roger Liudahl, 11390 Wild Rose Lane, Anna TX 75409
 Claude E. Hearn, 10824 Snow White Dr, Dallas TX 75229
 Billy W. Sportsman, 2236 E. University Dr, McKinney TX 75069

ARTICLE VII

A. Every owner of a fee simple interest in any property that is part of the BERRY FARMS addition , City of Melissa, Texas, as the plat filed in Collin County Map and Plat Records, except the City of Melissa, shall be a member of the Association. (Any part of Berry Farms Addition owned by the City of Melissa for a park or other purposes shall not be subject to this Association and this Association shall have no obligation or responsibility to the City of Melissa or anyone else for such property). Every holder of a leasehold interest in and to any residential property within the said BERRY FARMS shall be likewise entitled to membership in the Association provided that said leasehold interest shall be or have been for an initial term of not less than twelve (12) months, and provided further that the taking under the said lease shall be subject to such other conditions as may be prescribed by the By-Laws of the Association.

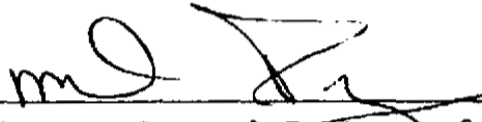
B. Each member shall be entitled to vote in accordance with the number of tracts owned by said member to the extent of two votes per tract owned or as otherwise provided by the By-Laws of the Association. Holders of leasehold rights shall be entitled to the vote of the land owner from whom said leaseholder holds his rights unless the vote is on a matter in which the land owner will be required to pay some fees, then the landowner will be permitted to cast that vote.

C. Unless provided otherwise herein or in the By-Laws of the Association, all matters submitted to a vote must carry by a majority of two-thirds of the members voting. The By-Laws may provide for voting by mail or by proxy.

D. The By-Laws of the Association shall provide that the management of the affairs of the Association shall be vested in the Board of Directors. The Board of Directors may be enlarged but shall never exceed nine (9) in number.

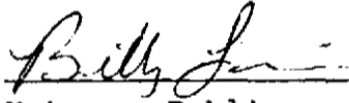
E. These Articles of Formation may be amended only on approval of two-thirds of the members provided that notice of same shall have been given to all members.

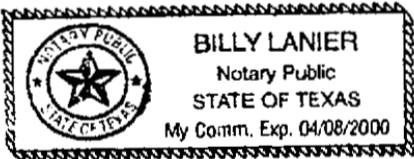
IN WITNESS WHEREOF, I have hereunto set my hand this the 25th day of June, 1998.


Mark Ragon, General Partner of
BERRY FARMS LIMITED PARTNERSHIP

STATE OF TEXAS
COUNTY OF COLLIN

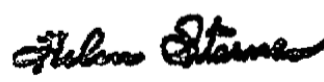

This instrument was acknowledged before me on the 25th day of June, 1998, by Mark Ragon, General Partner of BERRY FARMS LIMITED PARTNERSHIP, on behalf of said Partnership.


Notary Public, State of Texas
Notary's Commission Expires: 4-8-2000



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number: Sequence on the date and the Date stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

JUL 06 1998

(3)  

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1998/07/06

At 8:57A

Number: 98- 0070149
Type : MJ 13.00

5497 003557

2003- 0179198

AMENDMENT TO THE
DECLARATION OF
ASSOCIATION AGREEMENT
AND
PROTECTIVE COVENANTS
FOR
BERRY FARMS
A SUBDIVISION OF COLLIN COUNTY, TEXAS
AS FILED IN
FILE NO. 98-0065628, K429, K430, K431, K432
MAP AND PLAT RECORDS OF
COLLIN COUNTY, TEXAS

5497 003558

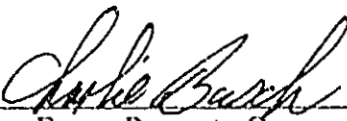
Amendment to the Berry Farms Protective Covenants

Reference: Association Agreement and Protective Covenants for Berry Farms, as filed in File 98-0070148, Book 4201, Pages 0013 through 0018, Collin County, Texas.

By greater than two-thirds majority of the votes cast at a special meeting March 9, 2003, convened under the authority of the Bylaws of Berry Farms Property Owners Association, Inc, (A Texas Non-Profit Corporation), Berry Farms residents (members of the Berry Farms Property Owners Association) approved the following amendment (addition) to Article I (Restrictive Covenants), Section A (Building type and land use), of the Declaration of Association Agreement and Protective Covenants for Berry Farms, a Subdivision of Collin County, Texas, as filed in File No. 98-0065628, K429, K430, K431, K432, Map and Plat Records of Collin County, Texas:

(Added) 12. Residential mailboxes within the Berry Farms Subdivision will be supported and surrounded with a brick or stone structure using brick or stone representative of the brick or stone with which the associated residence is constructed and will meet the elevation requirements set forth by the US Postal Service. Mailboxes supported with posts or structures that do not meet this specification at the time this amendment is adopted may remain in place until such time as they must be replaced because of deterioration or other loss. At that time they must be replaced with a brick or stone structure as specified in this amendment.

WITNESS MY HAND this the 4th day of September, 2003.



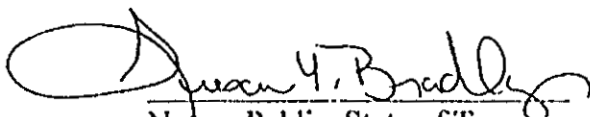
Berry Farms Property Owners Association
By: Charlie Busch, President

ACKNOWLEDGEMENT

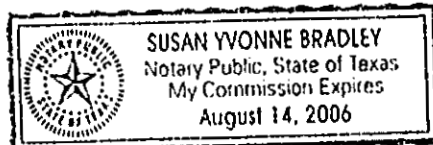
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 4th day of September, 2003, by CHARLIE BUSCH, President, Berry Farms Homeowners Association, on behalf of said Association.



Notary Public, State of Texas
Exp# 8-14-06



5497 003559

Refer to
Berry Farms Property Owners Assn
PO Box 713
Melissa Tx 75454

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN) (THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 08 2003

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Sep 08 2003
At 1:22pm

Doc/Num : 2003-- 0179198

Recording/Type:AM 13.00
Receipt #: 35613