

Date: 10-22-84

APPLICATION AND PRELIMINARY PLAT CHECKLIST

Name of Proposed Subdivision CECIL UNRUH

Name of Subdivider CECIL UNRUH

Address 4227 HERSCHEL SUITE 301 Phone 522-9710

Owner of Record CECIL UNRUH

Address 11 Phone 11

Name of Land Planner/Surveyor/Engineer HAROLD L. EVANS

Address 2331 GUS THOMASSON Phone 328-8133

Total Acreage 11.6 ± Current Zoning SF-10

No. of Lots/Units 12 Signed PETE NELSON

The following Preliminary Plat Checklist is a summary of the requirements listed under Section VII of the Rockwall Subdivision Ordinance. Section VII should be reviewed and followed when preparing a Preliminary Plat. The following checklist is intended only as a reminder and a guide for those requirements. Use the space at the left to verify the completeness of the information you are submitting. If an item is not applicable to your plan, indicate by placing a check mark.

INFORMATION

Provided or Not
Shown on Plat Applicable

I. General Information

✓ _____

A. Vicinity map

B. Subdivision Name

✓ _____

C. Name of record owner, subdivider, land planner/engineer

✓ _____

D. Date of plat preparation, scale and north point

II. Subject Property

✓ _____

A. Subdivision boundary lines

✓ _____

B. Identification of each lot and block by number or letter

C. Dimensions, names and description of all public rights-of-way, improvements, easements, parks and open spaces -- both existing and proposed. Locate and identify existing and/or proposed median openings and left turn channelization

D. Proposed land uses, and existing and proposed zoning categories

E. Approximate acreage

F. Typical lot size; lot layout; smallest lot area; number of lots

G. Building set-back lines adjacent to street

H. Topographical information and physical features to include contours at 2' intervals, outlines of wooded areas, drainage areas and 50 and 100 year flood limit lines, if applicable

I. Location of City limit lines, contiguous or within plat area

J. Location and sizes of existing utilities

K. Intended water source and sewage disposal method whether inside city limits or in extraterritorial jurisdiction

III. Surrounding Area

A. The record owners of contiguous parcels of unsubdivided land; names and lot patterns of contiguous subdivisions; approved concept plans or preliminary plats.

B. The approximate location, dimension and description of all existing or proposed lots and blocks, public rights-of-way and easements, parks and open spaces. Specifically indicate how the proposed improvements would relate to those in the surrounding area.

Taken by: _____

File No. 84-110-PP

Date: 10/22/84

Fee: \$ 61.00

Receipt: _____

OFFICIAL RECEIPT

DATE 11-5-74

NAME [Handwritten Name]

ADDRESS [Handwritten Address]

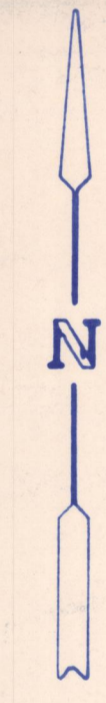
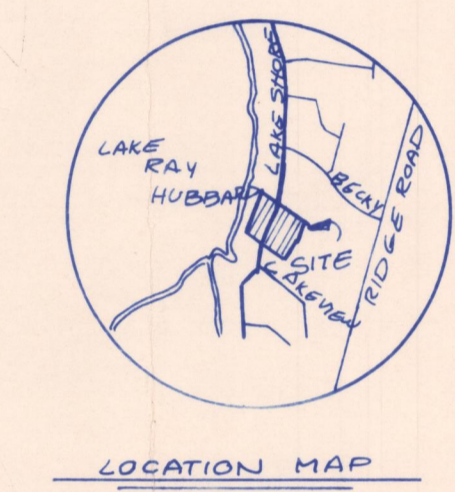
Cash Check Other

GARBAGE	
LAND FILL PERMIT	
GARAGE SALES	
SOLICITORS PERMIT	
RENT	
MISCELLANEOUS WATER SALES	
<u>[Handwritten]</u>	<u>\$111.00</u>
	<u>\$61.00</u>

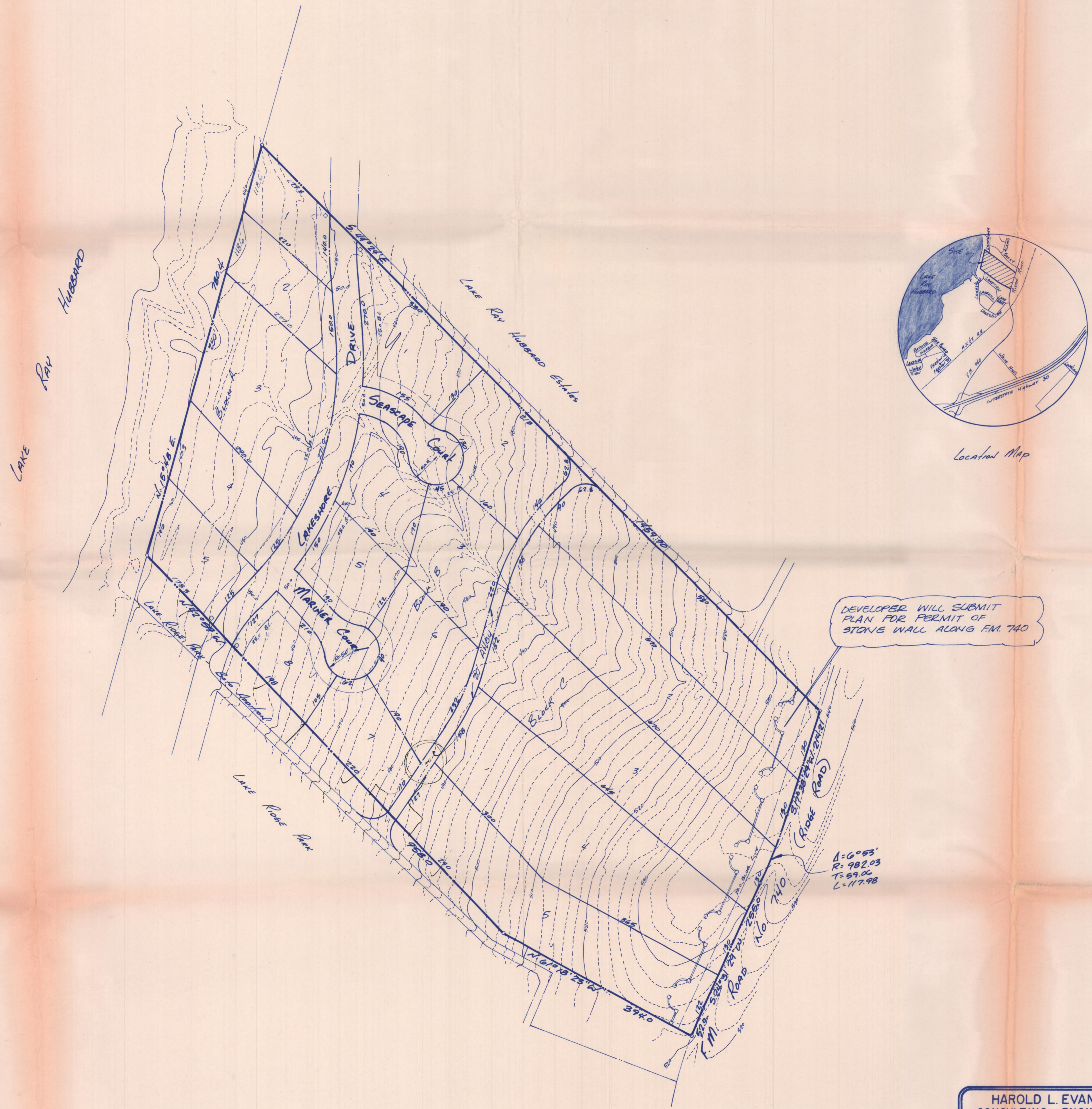
2912

Received By

FORM G-1

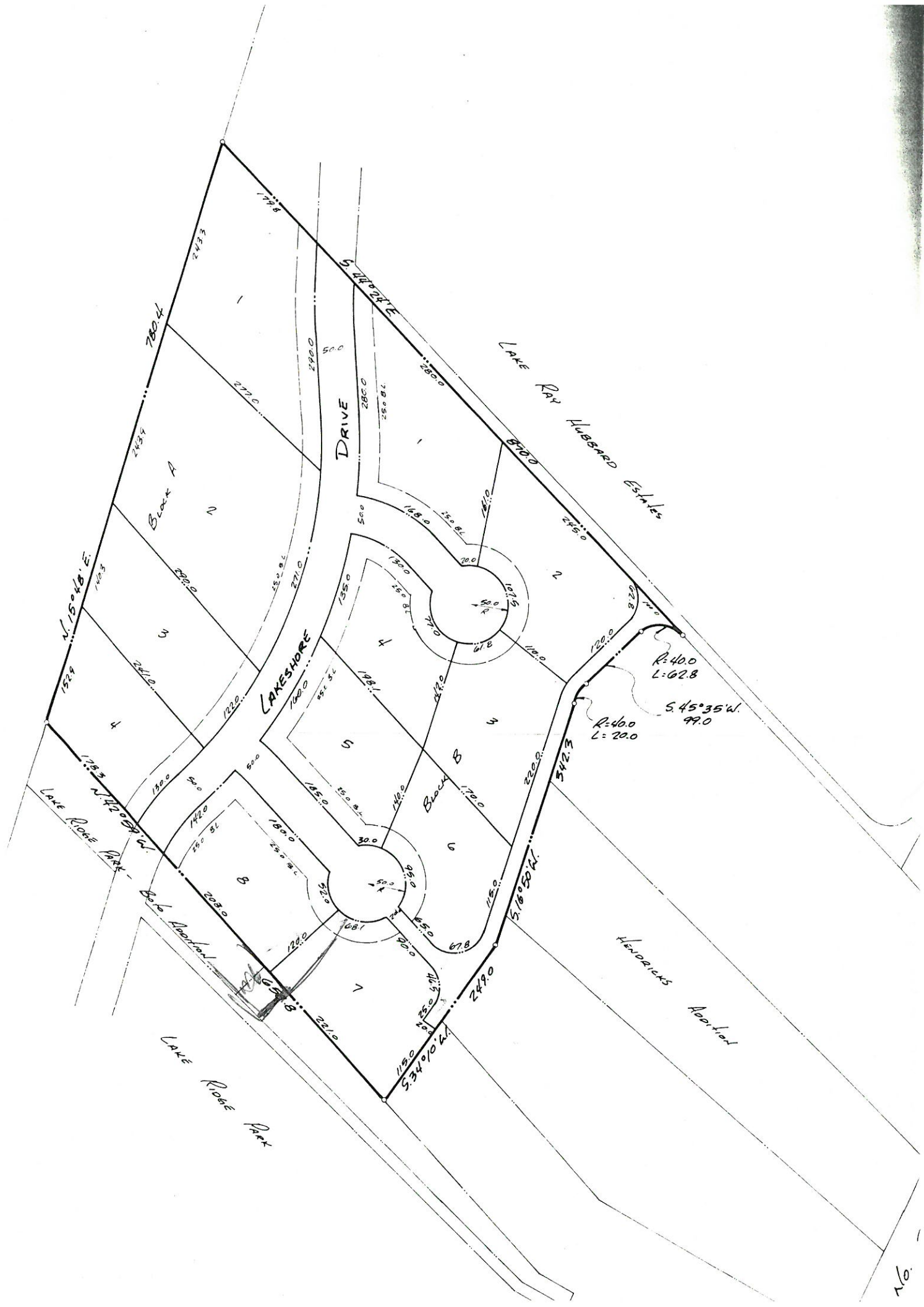


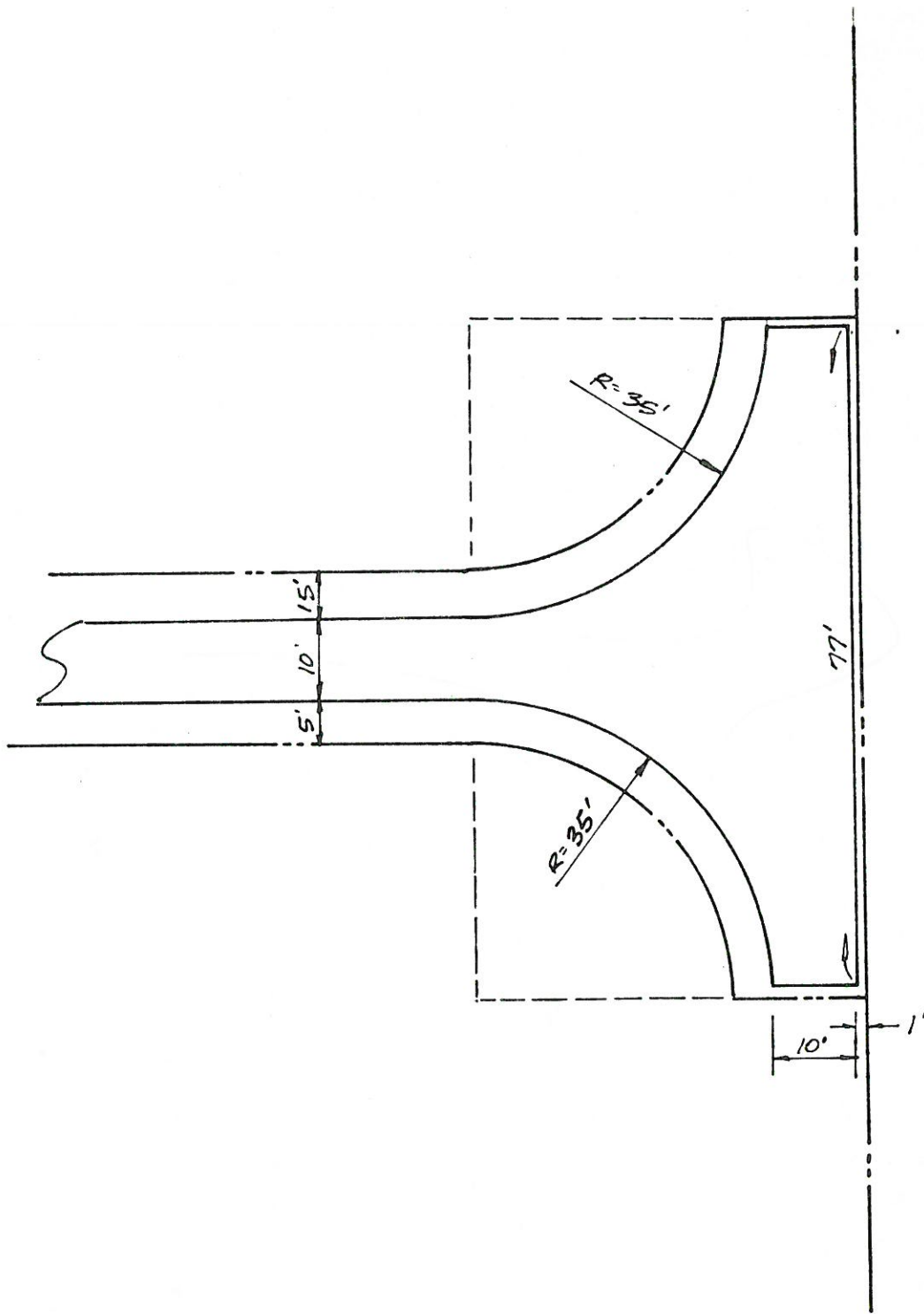
HAROLD L. EVANS CONSULTING ENGINEER 2331 GUS THOMASSON RD., SUITE 102 DALLAS, TEXAS 75228 PHONE (214) 328-8133			Preliminary Plat for Cecil Church D. Atkins Survey Abstract No. 1 City of Rockwall Rockwall County, Texas Cecil Church 4227 Marschel Suite 301 DALLAS, TEXAS 75219	
SCALE	DATE	JOB NO.		
1"=100'	10-19-84	83/69		



$\Delta = 60.55'$
 $R = 982.03'$
 $T = 59.06'$
 $L = 117.98'$

HAROLD L. EVANS CONSULTING ENGINEER 2331 GUS THOMASSON RD. SUITE 102 DALLAS, TEXAS 75228 PHONE (214) 328-8133			Preliminary Plat for Cecil Ulrich	
SCALE DATE JOB NO. 1"=100' 10-19-84 83169			D. Atkins Survey Abstract No. 1 City of Rockwall Rockwall County, Texas Cecil Ulrich Owner 4827 HERSCHEL SUITE 301 DALLAS, TEXAS 75219	





GARBAGE TRUCK TURN AROUND

SCALE: 1" = 20'

EXHIBIT F

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this ___ day of _____, 1984, by Cecil J. Unruh and Luanna C. Unruh (collectively, "Unruh"), Rockwall-740, Inc., a Texas corporation ("Rockwall-740"), Kenneth R. Jones and Glenda J. Jones (collectively, "Jones") and Johannes Van Gulp ("Gulp"). Unruh, Rockwall-740, Jones and Gulp are referred to herein, collectively, as "Declarant."

W I T N E S S E T H:

WHEREAS, Unruh, Rockwall-740, Jones and Gulp own the tracts of real property situated in Rockwall (the "City"), Rockwall County, Texas and described in Exhibit A, Exhibit B, Exhibit C and Exhibit D respectively (all of such tracts being referred to herein as the "Property");

WHEREAS, Declarant plans to develop the Property as a residential community (the Property and all improvements to be constructed thereon are hereinafter referred to as the "Project"); and

WHEREAS, Declarant desires to subject the Project to the covenants and restrictions hereinafter set forth in order to establish a uniform plan for the development, improvement and sale of lots in the Property and to insure the preservation of such uniform plan for the benefit of the present and future owners of such lots; and

NOW, THEREFORE, Declarant hereby does adopt, establish and impose the following restrictions, covenants and conditions upon the Property which shall constitute covenants running with the title of the lots in the Subdivision (hereinafter defined) and shall be binding upon and inure to the benefit of Declarant, its heirs, successors and assigns and each owner of lots in the Subdivision, and Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth.

ARTICLE I

GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "Lot" or "Lots" shall mean and refer to the plot or plots of land shown upon the Subdivision Plat.

(b) "Owner" shall mean and refer to each and every person or business entity (whether one or more) who is a record owner of a fee simple or undivided fee simple interest to any Lot; provided, however, the word "Owner" shall not include person(s) or entity(ies) who hold merely a lien or interest in any Lot as security for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary has acquired record legal title pursuant to foreclosure or any proceeding in lieu thereof).

(c) "Subdivision Plat" shall mean and refer to the map or plat of _____, an addition to the City of Rockwall, Texas, recorded in Volume _____, Page _____ of the Map and Plat Records of Rockwall County, Texas, as amended from time to time. "Subdivision" shall mean and refer to Blocks A and B of the subdivision on the Property established by and shown on the Subdivision Plat.

Section 2. Other Definitions. Other terms are defined throughout this Declaration and shall have the meanings therein set forth.

ARTICLE II

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known, described and used for single-family residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than single-family residences not exceeding two stories in height (plus finished attic space under a sloped roof with dormer windows) and garages and carriage houses (subject to the obtaining of a special use permit from the City) and storage buildings. No garage shall open or face onto a street. Carriage houses may be used only for guests and for living quarters of persons employed on the premises of the primary residence. No Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.

Section 2. Dwelling Size. On Lots in Block B of the Subdivision, the houses to be constructed shall contain not less than 3,500 square feet of air-conditioned living area. On Lots in Block A of the Subdivision, the houses to be constructed shall contain not less than 3,200 square feet of air-conditioned living area. There must be constructed with each house on each Lot a garage of a size to accommodate not less than two passenger automobiles. Any carriage house constructed on a Lot shall contain not less than 1,200 square feet of air-conditioned space, must not exceed two stories in height and must contain a garage of a size not in excess of that required to accommodate two passenger automobiles.

Section 3. Type of Construction, Materials and Landscape.

(a) Construction Materials. All construction materials shall be new, except that "antique grade bricks" may be used if approved by the Committee (hereinafter defined). No structures may be moved onto any Lot and all structures shall be of a permanent type and shall be constructed on such Lot.

(b) Masonry Construction. The exterior construction of the dwelling house erected on any Lot shall be at least 75% brick or stone masonry, exclusive of windows, doors and roofs. "Masonry" means stone or brick or veneers of same. Hardboard and aluminium siding is prohibited for use on any dwelling. All fireplaces and chimneys shall be 100% masonry construction on the exterior.

(c) Screening. All air-conditioning equipment shall be installed in the rear or in the sideyard and shall be screened from view from any street by an opaque fence or masonry wall. Gas and electrical meters shall be concealed from view from the front of each Lot.

(d) Window Air-Conditioners. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on any Lot.

(e) Metal Buildings, Sheds or Structures. Metal buildings, sheds or other structures are not permitted on any Lot. All buildings, except for the dwelling house and any greenhouses, shall be at least 60% brick or stone masonry exterior.

(f) Greenhouses. Greenhouses are permitted so long as the aggregate size of greenhouses on any Lot do not exceed 400 square feet.

(g) Lawn Sprinkler Systems. The front yard of each Lot shall have an underground sprinkler system (watering system).

(h) Roof Construction. At least 75% of each roof structure shall have pitch not less than a 5/12 pitch. Mansard type roofs are specifically prohibited for use on any dwelling where such is visible from a street. All roofs shall conform to all applicable city codes and shall be wood shingle, metal, slate, clay or concrete tile.

(i) Fences. No fence on any Lot shall extend closer than 30 feet to the front Lot line of such Lot. No chain link, woven metal, wire or similar fence type

shall be constructed where it can be viewed from a street. Wood fences shall be no higher than six feet and shall be constructed of redwood, cedar or cypress wood, with all posts set in cement. No fence shall be constructed across the back of the Lots in Block A in the Subdivision, unless it is constructed of wrought or decorative iron, brick, stone, redwood, cedar or cypress and is no more than four feet in height from finish grade ground level. Any fence in the front yard shall be of brick or stone or decorative or wrought iron and shall not exceed five feet from finish grade ground level.

(j) Block B Driveways. No driveway shall enter any Lot in Block B of the Subdivision from Lakeshore Drive. All driveways into any Lot in such Block B must enter off of Seascape Court, Mariner Court or an adjacent alley.

Section 4. Building Location and Setbacks. The Subdivision Plat shall comply with applicable zoning requirements of the City, and buildings on any Lot will be located not less than the greater of each of the required distances from the front, side and rear property lines to building line (a) as established by applicable zoning requirements of the City, or (b) as shown on the Final Plat.

Section 5. Re-subdivision. No Lot shall be resubdivided.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the Project or the Owners of Lots.

Section 7. Temporary Structures/Vehicles.

(a) No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time; provided, however, temporary construction facilities are permitted which are necessary or convenient while selling or constructing homes and other improvements upon the Property (which may include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities).

(b) No truck, camper, motor home, trailer or vehicle of any type (whether or not operable) or boat (whether powered, sail or otherwise) shall be parked, kept or stored for longer than a 72-hour period on any portion of a Lot not enclosed in a garage, subject to the exception for Jones set forth in Section V.7 below.

Section 8. Yard Lights. All Lots shall have a lighted gas or electric yard light situated not more than four feet from the rear Lot line. For Lots adjacent to an alley, such lights shall be positioned so that light will illuminate the alley for security. For Lots having no alley, the light shall be positioned in the center of the rear Lot line unless otherwise approved by the Committee (hereinafter defined).

Section 9. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or Unit except one sign of not more than five square feet in surface area advertising the particular Owner's Lot on which the sign is situated for sale or lease or identifying the builder of the improvements on such Lot.

Section 10. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 11. Storage and Disposal of Garbage and Refuse. Owners shall abide by all the rules, regulations and ordinances duly enacted by the City, including, without limitation, all such ordinances as may relate to storage and disposal of garbage, rubbish, trash or refuse. No Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the City. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which are visible from any street,

except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. All yard equipment and other materials stored outside of the Unit constructed on a Lot must be stored in a garage or storage building.

Section 12. Visual Obstructions at the Intersection of Public Roads. No object, including vegetation, shall be permitted on any corner lot which either (a) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through lines parallel to the ground surface at elevations between two feet and six feet above the streets, or (b) lies within a triangular area on any corner lot described by three points, two of such points being at the edge of the paving abutting said corner lot and at the end of 25 feet back along the curb on the two intersecting streets abutting said corner lot, and the third point being the center of the corner curb abutting said Lot.

Section 13. Antenna. No radio or television aerial wires or antennas shall extend more than six feet above the ridge line of the roof of the building on which such are located, subject to the exception for Jones set forth in Section V.7 below.

Section 14. Animals. No person owning or using any Lot or Lots shall keep domestic animals of a kind ordinarily used for commercial purposes nor any animals in numbers in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the use of said property so that no person shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the Project. No more than three household pets may be kept on any Lot.

Section 15. Burning. No person shall be permitted to burn anything on any Lot.

Section 16. Burned Houses. In the event that any building has burned and is thereafter abandoned for at least 60 days, Rockwall-740 (or its successor) shall have the right (but no obligation whatsoever), after ten days written notice to the record Owner of the residence, to cause the burned and abandoned building to be removed and the remains cleared, the expense of such removal and clearing to be paid by the record Owner of such Lot. In the event of such removal and clearing, Rockwall-740 (or its successor) shall not be liable in trespass or for damages, expenses, costs or otherwise to Owner for such removal and clearing.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Quality. It is the intention of the Owners that no residence, other building or fencing be constructed on any Lot unless, prior to the commencement of the construction thereof, the Committee, in the exercise of its sole discretion, approves in writing the plans therefor. The Committee may choose not to approve such plans for any reason it desires, including, without limitation, the Committee's dislike of the designs or appearance of such improvements.

Section 2. Designation of Committee. The Development shall have an Architectural Control Committee (the "Committee") consisting of five members who shall be Cecil Unruh, James Hendricks, Ken Jones, _____ and _____. The vote of three or more members of the Committee shall control. The Committee shall terminate upon the completion of construction of the last residence in the Subdivision.

Section 3. Submission. So long as the Committee exists, no building, fence or other improvement shall be erected or placed on any Lot until the building plans, specifications and plot plan showing the location of same have been received and approved in writing by the Committee. Owners or building contractors shall make application for approval in writing to the Committee. In the event the Committee shall fail to approve the application within 30 days after it is submitted, it shall be deemed disapproved. The building plans shall include, as a minimum, the following:

1. All four elevations.

2. Floor plan.
3. Foundation plan.
4. Roof plan.
5. Setback lines on site plan.
6. Fence plans.

The Committee may require additional submittals at its discretion. Applications shall be submitted at the offices of Rockwall-740, Inc. or to any Committee member.

Section 4. Fees. The president of Rockwall-740, Inc. and all other members of the Committee, except the registered architect or engineer representing the Committee, shall serve without any compensation for services performed pursuant hereto. The registered engineer or architect shall be compensated for his services on the basis of an hourly fee at a rate approved by the other members of the Committee. The Committee shall set a fee for review of applications sufficient to cover its administrative expenses.

ARTICLE IV

MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1. Building and Lot Maintenance. Each Owner shall maintain the buildings on his Lot in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, fences and other exterior portions of such buildings to deteriorate in an unattractive manner. Each Owner shall at all times keep all weeds and grass on his Lot cut in a sanitary, healthy and attractive manner, and no Owner shall permit weeds or grass to grow to a height greater than six inches upon such Lot. Each Owner of a Unit shall replace diseased, dead or dying grass, plants or trees. Vegetables shall not be grown in the front yard of any Lot. The drying of clothes outside of a fenced back yard is prohibited.

ARTICLE V

GENERAL PROVISIONS

Section 1. Binding Effect and Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant, the Owners and their heirs, legal representatives, successors and assigns, for a term of 20 years from the date that this Declaration is recorded in the Deed Records of Rockwall County, Texas, after which time this Declaration automatically shall be extended for successive periods of ten years each unless an instrument signed by Owners of at least 75% of the Lots has been recorded in the Deed Records of Rockwall County, Texas agreeing to abolish or change this Declaration; provided, however, notwithstanding any action taken to abolish, amend or change this Declaration, the restrictions contained in Sections II.3(j) and II.5 shall not be abolished, amended or changed without the written consent of the City.

Section 2. Amendment. This Declaration may be abolished, amended and/or changed in whole or in part only with the written agreement of Owners of at least 75% of the Lots as evidenced by a document in writing bearing each of their signatures, with such documents to be effective when recorded in the Deed Records of Rockwall County, Texas; provided, however, notwithstanding any action taken to abolish, amend or change this Declaration, the restrictions contained in Sections II.3(j) and II.5 shall not be abolished, amended or changed without the written consent of the City.

Section 3. Enforcement. Any Owner shall have the right (but not the duty) to enforce this Declaration. Enforcement of these restrictions and covenants shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both. Failure by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

Section 4. Severability. Invalidation of any one or more of these covenants, conditions and restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the City or any other governmental or quasi-governmental ordinance, rule or regulation, then such governmental or quasi-governmental requirement shall control.

Section 5. Headings, Etc. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 6. Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to such Owner at the street address of the Lot owned by such Owner.

Section 7. Certain Restrictions Inapplicable to Jones. The restriction contained in Section II.13 above is not applicable to any antenna that may be constructed by Jones of Lot 3 in Block A of the Subdivision. Such restriction is applicable to any other Owner of such Lot. The restriction contained in Section II.7(b) above, with respect only to Jones' parking of trucks on Lot 3 in Block A of the Subdivision, is applicable only to trucks in excess of 3/4 ton size. Such restriction is applicable to any other Owner of such Lot and to Jones except for the parking of truck of 3/4 ton size or less.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of this ____ day of _____, 1984.

Cecil J. Unruh

Luanna C. Unruh

ROCKWALL-740, INC.

By: _____

Kenneth R. Jones

Glenda J. Jones

Johannas Van Gurp

THE STATE OF TEXAS)
)
COUNTY OF _____)

Before me, the undersigned authority, on this day personally appeared Cecil J. Unruh, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 19__.

Notary Public in and for
the State of Texas

My Commission Expires:

THE STATE OF TEXAS)
)
COUNTY OF _____)

Before me, the undersigned authority, on this day personally appeared Luanna C. Unruh, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 19__.

Notary Public in and for
the State of Texas

My Commission Expires:

THE STATE OF TEXAS)
)
COUNTY OF _____)

Before me, the undersigned authority, on this day personally appeared Kenneth R. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 19__.

Notary Public in and for
the State of Texas

My Commission Expires:

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this ___ day of _____, 1984, by Cecil J. Unruh and Luanna C. Unruh (collectively, "Unruh"), Rockwall-740, Inc., a Texas corporation ("Rockwall-740"), and James L. Hendricks ("Hendricks"). Unruh, Rockwall-740 and Hendricks are referred to herein, collectively, as "Declarant."

W I T N E S S E T H:

WHEREAS, Unruh, Rockwall-740 and Hendricks own the tracts of real property situated in Rockwall (the "City"), Rockwall County, Texas and described in Exhibit A, Exhibit B and Exhibit C respectively (all of such tracts being referred to herein as the "Property");

WHEREAS, Declarant plans to develop the Property as a residential community (the Property and all improvements to be constructed thereon are hereinafter referred to as the "Project"); and

WHEREAS, Declarant desires to subject the Project to the covenants and restrictions hereinafter set forth in order to establish a uniform plan for the development, improvement and sale of lots in the Property and to insure the preservation of such uniform plan for the benefit of the present and future owners of such lots; and

NOW, THEREFORE, Declarant hereby does adopt, establish and impose the following restrictions, covenants and conditions upon the Property which shall constitute covenants running with the title of the lots in the Subdivision (hereinafter defined) and shall be binding upon and inure to the benefit of Declarant, its heirs, successors and assigns and each owner of lots in the Subdivision, and Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth.

ARTICLE I

GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "Lot" or "Lots" shall mean and refer to the plot or plots of land shown upon the Subdivision Plat.

(b) "Owner" shall mean and refer to each and every person or business entity (whether one or more) who is a record owner of a fee simple or undivided fee simple interest to any Lot; provided, however, the word "Owner" shall not include person(s) or entity(ies) who hold merely a lien or interest in any Lot as security for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary has acquired record legal title pursuant to foreclosure or any proceeding in lieu thereof).

(c) "Subdivision Plat" shall mean and refer to the map or plat of _____, an addition to the City of Rockwall, Texas, recorded in Volume _____, Page _____ of the Map and Plat Records of Rockwall County, Texas, as amended from time to time. "Subdivision" shall mean and refer to Block C of the subdivision on the Property established by and shown on the Subdivision Plat.

Section 2. Other Definitions. Other terms are defined throughout this Declaration and shall have the meanings therein set forth.

ARTICLE II

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known, described and used for single-family residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than single-family residences not exceeding two stories in height (plus finished attic space under a sloped roof with dormer windows) and garages and carriage houses (subject to the obtaining of a special use permit from the City) and storage buildings. Carriage houses may be used only for guests and for living quarters of persons employed on the premises of the primary residence. No Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose. Rental of any building on a Lot for a primary term of less than one year is prohibited.

Section 2. Building Sizes. Houses to be constructed on any Lot shall contain not less than 3,700 square feet of air-conditioned living area. There must be constructed with each house on each Lot a garage of a size to accommodate not less than three passenger automobiles. Any carriage house constructed on a Lot shall contain not less than 1,200 square feet of air-conditioned space, must not exceed two stories in height and must contain a garage of a size not in excess of that required to accommodate two passenger automobiles.

Section 3. Type of Construction, Materials and Landscape.

(a) Construction Materials. All construction materials shall be new, except that "antique grade bricks" may be used if approved by the Committee (hereinafter defined). No structures may be moved onto any Lot and all structures shall be of a permanent type and shall be constructed on such Lot.

(b) Masonry Construction. The exterior construction of the dwelling house erected on any Lot shall be at least 75% brick or stone masonry, exclusive of windows, doors and roofs. "Masonry" means stone or brick or veneers of same. Hardboard and aluminium siding is prohibited for use on any dwelling. All fireplaces and chimneys shall be 100% masonry construction on the exterior.

(c) Screening. All air-conditioning equipment shall be installed in the rear or in the sideyard and shall be screened from view from any street by an opaque fence or masonry wall. Gas and electrical meters shall be concealed from view from the front of each Lot.

(d) Window Air-Conditioners. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on any Lot.

(e) Metal Buildings, Sheds or Structures. Metal buildings, sheds or other structures are not permitted on any Lot. All buildings, except for the dwelling house and any greenhouses, shall be at least 60% brick or stone masonry exterior.

(f) Greenhouses. Greenhouses are permitted so long as the aggregate size of greenhouses on any Lot do not exceed 400 square feet.

(g) Lawn Sprinkler Systems. The front yard of each Lot shall have an underground sprinkler system (watering system).

(h) Roof Construction. At least 75% of each roof structure shall have pitch not less than a 5/12 pitch. Mansard type roofs are specifically prohibited for use on any dwelling where such is visible from a street. All roofs shall conform to all applicable city codes and shall be wood shingle, metal, slate, clay or concrete tile.

(i) Fences. No fence on any Lot shall extend closer than 30 feet to the front Lot line of such Lot. No chain link, woven metal, wire or similar fence type shall be constructed where it can be viewed from a street. Wood fences shall be no

higher than six feet and shall be constructed of redwood, cedar or cypress wood, with all posts set in cement. No fence shall be constructed across the back of the Lots in Block A in the Subdivision, unless it is constructed of wrought or decorative iron, brick, stone, redwood, cedar or cypress and is no more than four feet in height from finish grade ground level. Any fence in the front yard shall be of brick or stone or decorative or wrought iron and shall not exceed five feet from finish grade ground level.

Section 4. Building Location and Setbacks. The Subdivision Plat shall comply with applicable zoning requirements of the City, and buildings on any Lot will be located not less than the greater of each of the required distances from the side and rear Lot lines to building line (a) as established by applicable zoning requirements of the City, or (b) as shown on the Final Plat, and not less than 100 feet from the front Lot line.

Section 5. Re-subdivision. No Lot shall be resubdivided.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property. Nothing shall be done upon any Lot which may be or become an annoyance or a nuisance to the Project or the Owners of Lots.

Section 7. Temporary Structures/Vehicles.

(a) No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time; provided, however, temporary construction facilities are permitted which are necessary or convenient while selling or constructing homes and other improvements upon the Property (which may include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities).

(b) No truck, camper, motor home, trailer or vehicle of any type (whether or not operable) or boat (whether powered, sail or otherwise) shall be parked, kept or stored for longer than a 72-hour period on any portion of a Lot not enclosed in a garage.

Section 8. Yard Lights. All Lots shall have a lighted gas or electric yard light situated not more than four feet from the rear Lot line. For Lots adjacent to an alley, such lights shall be positioned so that light will illuminate the alley for security. For Lots having no alley, the light shall be positioned in the center of the rear Lot line unless otherwise approved by the Committee (hereinafter defined).

Section 9. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or Unit except one sign of not more than five square feet in surface area advertising the particular Owner's Lot on which the sign is situated for sale or lease or identifying the builder of the improvements on such Lot.

Section 10. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section 11. Storage and Disposal of Garbage and Refuse. Owners shall abide by all the rules, regulations and ordinances duly enacted by the City, including, without limitation, all such ordinances as may relate to storage and disposal of garbage, rubbish, trash or refuse. No Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste materials shall not be kept except in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the City. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever which are visible from any street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. All yard equipment and other materials stored outside of the Unit constructed on a Lot must be stored in a garage or storage building.

Section 12. Visual Obstructions at the Intersection of Public Roads. No object, including vegetation, shall be permitted on any corner lot which either (a) obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through lines parallel to the ground surface at elevations between two feet and six feet above the streets, or (b) lies within a triangular area on any corner lot described by three points, two of such points being at the edge of the paving abutting said corner lot and at the end of 25 feet back along the curb on the two intersecting streets abutting said corner lot, and the third point being the center of the corner curb abutting said Lot.

Section 13. Antenna. No radio or television aerial wires or antennas shall extend more than six feet above the ridge line of the roof of the building on which such are located.

Section 14. Animals. No person owning or using any Lot or Lots shall keep domestic animals of a kind ordinarily used for commercial purposes nor any animals in numbers in excess of that which he may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the use of said property so that no person shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the Project. No more than three household pets may be kept on any Lot.

Section 15. Burning. No person shall be permitted to burn anything on any Lot.

Section 16. Burned Houses. In the event that any building has burned and is thereafter abandoned for at least 60 days, Rockwall-740 (or its successor) shall have the right (but no obligation whatsoever), after ten days written notice to the record Owner of the residence, to cause the burned and abandoned building to be removed and the remains cleared, the expense of such removal and clearing to be paid by the record Owner of such Lot. In the event of such removal and clearing, Rockwall-740 (or its successor) shall not be liable in trespass or for damages, expenses, costs or otherwise to Owner for such removal and clearing.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Quality. It is the intention of the Owners that no residence, other building or fencing be constructed on any Lot unless, prior to the commencement of the construction thereof, the Committee, in the exercise of its sole discretion, approves in writing the plans therefor. The Committee may choose not to approve such plans for any reason it desires, including, without limitation, the Committee's dislike of the designs or appearance of such improvements.

Section 2. Designation of Committee. The Development shall have an Architectural Control Committee (the "Committee") consisting of three members who shall be Cecil Unruh, James Hendricks and _____. The vote of two or more members of the Committee shall control. The Committee shall terminate upon the completion of construction of the last residence in the Subdivision.

Section 3. Submission. So long as the Committee exists, no building, fence or other improvement shall be erected or placed on any Lot until the building plans, specifications and plot plan showing the location of same have been received and approved in writing by the Committee. Owners or building contractors shall make application for approval in writing to the Committee. In the event the Committee shall fail to approve the application within 30 days after it is submitted, it shall be deemed disapproved. The building plans shall include, as a minimum, the following:

1. All four elevations.
2. Floor plan.
3. Foundation plan.
4. Roof plan.
5. Setback lines on site plan.
6. Fence plans.

The Committee may require additional submittals at its discretion. Applications shall be submitted at the offices of Rockwall-740, Inc. or to any Committee member.

Section 4. Fees. Members of the Committee shall serve without compensation. The Committee shall set a fee for review of applications sufficient to cover its administrative expenses.

ARTICLE IV

MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1. Building and Lot Maintenance. Each Owner shall maintain the buildings on his Lot in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, fences and other exterior portions of such buildings to deteriorate in an unattractive manner. Each Owner shall at all times keep all weeds and grass on his Lot cut in a sanitary, healthy and attractive manner, and no Owner shall permit weeds or grass to grow to a height greater than six inches upon such Lot. Each Owner of a Unit shall replace diseased, dead or dying grass, plants or trees. Vegetables shall not be grown in the front yard of any Lot. The drying of clothes outside of a fenced back yard is prohibited.

ARTICLE V

GENERAL PROVISIONS

Section 1. Binding Effect and Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant, the Owners and their heirs, legal representatives, successors and assigns, for a term of 20 years from the date that this Declaration is recorded in the Deed Records of Rockwall County, Texas, after which time this Declaration automatically shall be extended for successive periods of ten years each unless an instrument signed by Owners of at least 75% of the Lots has been recorded in the Deed Records of Rockwall County, Texas agreeing to abolish or change this Declaration; provided, however, notwithstanding any action taken to abolish, amend or change this Declaration, the restrictions contained in Sections II.3(j) and II.5 shall not be abolished, amended or changed without the written consent of the City.

Section 2. Amendment. This Declaration may be abolished, amended and/or changed in whole or in part only with the written agreement of Owners of at least 75% of the Lots as evidenced by a document in writing bearing each of their signatures, with such documents to be effective when recorded in the Deed Records of Rockwall County, Texas; provided, however, notwithstanding any action taken to abolish, amend or change this Declaration, the restrictions contained in Sections II.3(j) and II.5 shall not be abolished, amended or changed without the written consent of the City.

Section 3. Enforcement. Any Owner shall have the right (but not the duty) to enforce this Declaration. Enforcement of these restrictions and covenants shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both. Failure by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

Section 4. Severability. Invalidation of any one or more of these covenants, conditions and restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the City or any other governmental or quasi-governmental ordinance, rule or regulation, then such governmental or quasi-governmental requirement shall control.

Section 5. Headings, Etc. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 6. Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to such Owner at the street address of the Lot owned by such Owner.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of this ____ day of _____, 1984.

Cecil J. Unruh

Luanna C. Unruh

ROCKWALL-740, INC.

By: _____

James L. Hendricks

THE STATE OF TEXAS X
 X
COUNTY OF _____ X

Before me, the undersigned authority, on this day personally appeared Cecil J. Unruh, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 19__.

Notary Public in and for
the State of Texas

My Commission Expires:

November 1, 1984

City of Rockwall
Rockwall, Texas

Re: Application for Plat Approval by Rockwall-740, Inc. for approximately 24 acres
in the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County,
Texas

Gentlemen:

This letter will serve as my consent to the proposed platting of my approximate ~~24~~¹⁰ acres included within the above-referenced proposed platting for the approximate 24 acres filed by Rockwall-740, Inc. presently scheduled for hearing before the City Plan Commission on November 8, 1984. I have authorized Rockwall-740, Inc., by and through its representative, Cecil Unruh, to pursue this platting on my behalf. *CU*

Very truly yours,

ROCKWALL-740, INC.

By: *Cecil Unruh*
CECIL UNRUH, PRESIDENT

November 1, 1984

City of Rockwall
Rockwall, Texas

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Very truly yours,

JAMES L. HENDRICKS



November 1, 1984

City of Rockwall
Rockwall, Texas

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for approximately 24 acres in the D. Atkins Survey,
Abstract No. 1, City of Rockwall, Rockwall County,
Texas

Gentlemen:

This letter will serve as my consent to the proposed platting of my approximate 4 acres included within the above-referenced proposed platting for the approximate 24 acres filed by Rockwall-740, Inc. presently scheduled for hearing before the City Plan Commission on November 8, 1984. I have authorized Rockwall-740, Inc., by and through its representative, Cecil Unruh, to pursue this platting on my behalf.

Very truly yours,

JOHANNAS VAN GURP

By: 

November 1, 1984

City of Rockwall
Rockwall, Texas

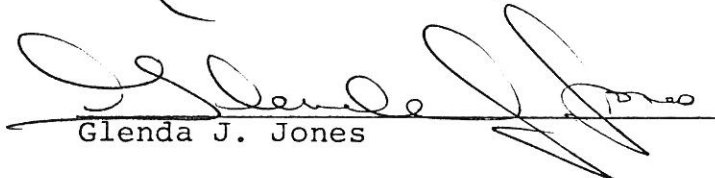
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for approximately 24 acres in the D. Atkins Survey,
Abstract No. 1, City of Rockwall, Rockwall County,
Texas

Gentlemen:

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Very truly yours,


Kenneth R. Jones


Glenda J. Jones

HUGHES & HILL
1000 MERCANTILE DALLAS BUILDING
DALLAS, TEXAS 75201

1300 TWO LINCOLN CENTRE
DALLAS, TEXAS 75240
(214) 386-7000
TELECOPIER (214) 934-3226

(214) 760-5500
TELECOPIER (214) 748-9117
TELEX 730836

1500 UNITED BANK TOWER
AUSTIN, TEXAS 78701
(512) 474-6050
TELECOPIER (512) 474-4258

November 7, 1984

Rockwall-740, Inc.
c/o Cecil J. Unruh
4227 Herschel, Suite 301
Dallas, Texas 75219

Re: Property in Daniel Atkins Survey in Rockwall, Rockwall County, Texas

Gentlemen:

You have asked us whether or not, based upon the public records of Rockwall County, Texas, V. T. Cooper and wife, Ora Cooper (collectively, "Cooper") have any interest in a 50-foot road easement established in a deed dated July 2, 1964, recorded in Volume 70, Page 103 of the Deed Records of Rockwall County, Texas (the "Cooper-Hill Deed").

We have been advised of and have relied upon the following facts furnished by you and Rockwall County Abstract and Title Company:

1. At the time of the delivery of the Cooper-Hill Deed, the property owned by Cooper west of Ridge Road between Ridge Road and Lake Ray Hubbard (then known as Forney Lake) consisted of the tract conveyed in the Cooper-Hill Deed plus the property lying to the south of such tract and to the north of the tract owned by Cecil Unruh extending east-west the full distance from Ridge Road to Lake Ray Hubbard. This tract owned by Cooper consisted of approximately 14 acres (the "Original Cooper Tract").
2. In 1984, Cooper conveyed the northerly five acres of the Original Cooper Tract to Ray and Hill by the Cooper-Hill Deed. In this deed, Cooper also (a) granted to the grantee a 25-foot wide easement adjacent to the southerly boundary line of the tract actually conveyed to Ray and Hill, and (b) retained an easement to use a 25-foot strip on and adjacent to said southerly boundary line of the tract conveyed to Ray and Hill. This 50-foot easement was created "for egress and ingress" and "for road and utility purposes" for the use and benefit "of both grantor and grantee, their heirs and assigns". This property is now owned by Rockwall-740, Inc., a Texas corporation.
3. Cooper, during the period from 1965 to 1972 sold the remaining portion of the Original Cooper Tract in six separate conveyances to White (3 conveyances), Turner, Ray and Jones. Jones now owns the tracts conveyed by Cooper to Ray and Turner.
4. Cooper now owns no portion of the Original Cooper Tract, all of such tract being owned by Rockwall-740, Inc., Kenneth R. Jones, Cecil J. Unruh and James L. Hendricks.

HUGHES & HILL

Rockwall-740, Inc.

November 7, 1984

Page Two

Based upon the above and upon our examination of the conveyance documents listed on Exhibit "A" to this letter, we are of the opinion that Cooper does not own any interest in the road easement for the following reasons:

(a) The underlying fee simple title to all of the tract burdened by the road easement was conveyed by Cooper to other parties (by deeds #1, 8 and 10 listed in the attached Exhibit "A").

(b) The road easement created in the 1964 Cooper-Hill Deed was an easement appurtenant to the remaining portion of the Original Cooper Tract still owned by Cooper after the delivery of the Cooper-Hill Deed. We have so concluded due to the creation language in that deed that provides that the 50-foot easement was created "...for egress and ingress...to be used for road and utility purposes...for the use and benefit of both grantor and grantee, their heirs and assigns". This appurtenant nature of the road easement was confirmed in subsequent conveyances by Cooper to Jones and White by provisions that such conveyances were subject to such easement and included the right to use such easement. In addition, the August 19, 1980 quit-claim deed from Cooper to White (#10 on the attached Exhibit "A") referred to the easement as being the "...access road to properties heretofore conveyed" by Cooper to various grantees.

Since Cooper does not own any interest in the 50-foot road easement, the present owners of the Original Cooper Tract, the intended beneficiaries of such easement, can abandon the easement by an abandonment document signed and acknowledged by all of such present owners (Rockwall-740, Inc., Cecil J. Unruh, James L. Hendricks and Kenneth R. Jones) and recorded in the Deed Records of Rockwall County, Texas.

We only have examined the documents referenced on the attached Exhibit "A" and have assumed that there are no other conveyances and documents pertaining to this road easement (except as noted on said Exhibit "A"). It is our understanding that the accuracy of this assumption and the accuracy of the facts recited in the second paragraph of this letter has been confirmed to you by Rockwall County Abstract and Title Company. We have not made any independent title review, but have relied upon the accuracy of these facts and assumptions and the information furnished by said Title Company.

Very truly yours,

HUGHES & HILL

By: _____

EXHIBIT "A"

1. Deed - 7/2/64, recorded in Volume 70, Page 103.
Cooper to Ray and Hill
2. Deed - 10/24/65, recorded in Volume 74, Page 144.
Cooper to Ray, etal
3. Deed - 11/10/65, recorded in Volume 74, Page 250.
Cooper to Turner
4. Deed - 5/16/68, recorded in Volume 82, Page 588.
Cooper to Jones
5. Deed - 5/9/69, recorded in Volume 87, Page 144.
Ray, etal to Clay (Note: We have not seen the deed of this tract into Jones but have been advised that Jones is the current owner and that such conveyance document did not alter the easement).
6. Deed - 9/23/69, recorded in Volume 88, Page 389.
Cooper to White
7. Deed - 12/31/79, recorded in Volume 93, Page 542.
Ray and Hill to White
8. Deed - 5/31/72, recorded in Volume 102, Page 914.
Cooper to White
9. Deed - 4/1/77, recorded in Volume 126, Page 943.
Woodall to Jones (Note: We have not seen deed from Turner to Woodall but assume that nothing contained therein affected the road easement).
10. Quit-Claim Deed - 8/19/80
Cooper to White
11. Deeds (2) - 5/18/84
White to Unruh and Hendricks
12. Deed - 5/18/84
Unruh and Hendricks to Rockwall-740, Inc.

November 1, 1984

City of Rockwall
Rockwall, Texas

Re: Application for Plat Approval by Rockwall-740, Inc. for approximately 24 acres
in the D. Atkins Survey, Abstract No. 1, City of Rockwall, Rockwall County,
Texas

Gentlemen:

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acres included within the above-referenced proposed platting for the approximate 24 acres ^{cfu}
filed by Rockwall-740, Inc. presently scheduled for hearing before the City Plan Commission on
November 8, 1984. I have authorized Rockwall-740, Inc., by and through its representative,
Cecil Unruh, to pursue this platting on my behalf.

Very truly yours,

ROCKWALL-740, INC.

By: 

CECIL UNRUH, PRESIDENT

November 1, 1984

City of Rockwall
Rockwall, Texas

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JAMES L. HENDRICKS



November 1, 1984

City of Rockwall
Rockwall, Texas

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Very truly yours,

JOHANNAS VAN GURP

By: 

November 1, 1984

City of Rockwall
Rockwall, Texas

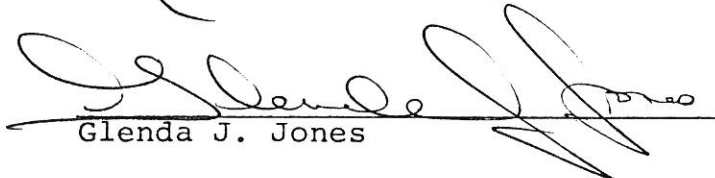
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Very truly yours,


Kenneth R. Jones


Glenda J. Jones

Cecil Unruh
4227 Herschel, Suite 301
Dallas, Tx. 75219

CITY OF ROCKWALL
205 West Rusk Street
ROCKWALL, TEXAS 75087-3793
(214) 722-1111 • Dallas 226-7885

SUBJECT Re: Preliminary Plat on Lake Shore Drive DATE 10/26/84

MESSAGE:
- Staff and Planning Commission Work Session review has produced the following comments:
1. All lots must have alley access.
2. Provision must be made to serve future development toward Ridge Road so that additional driveways will not be requested on Ridge Road.
3. Lots and alleys must be designed to fit in with Boto and Hendricks Additions.
4. Need street names.
5. Need sidewalks.
6. \$61.00 fee must be paid by October 31st.
7. We suggest all property owners between Lake Ray Hubbard Estates and Lake Ridge Park meet and work out a street and alley plan.

ORIGINATOR-DO NOT WRITE BELOW THIS LINE REPLY TO → SIGNED
REPLY CC: Harold Evans Karen Martin

DATE SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

RM-858-3 ORIGINALATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

TO Cecil Unruh
40227 Herschel, Suite 301
Dallas, Tx. 75219 FROM CITY OF ROCKWALL
205 West Rusk Street
ROCKWALL, TEXAS 75087-3793
(214) 722-1111 • Dallas 226-7885

SUBJECT Preliminary Plat on Lakeshore Drive DATE 11/9/84

MESSAGE:
- On Nov. 8th the Planning and Zoning Commission recommended approval of your preliminary plat subject to the common lot line of Lots 7 and 8, Block B, being redrawn to align with the lot line of Lot 1, Block B, Lake Ridge Park-Boto Addition, and with the alley ending with either a turnaround on Lots 7, Block B, and Lot 5, Block C, or a cul-de-sac serving Lots 6 and 7, Block B and Lots 4 and 5, Block C. If you are able to obtain the additional property to the south, you may extend the alley through to Lake Ridge Park and incorporate the property into Lot 7, Block B and Lot 5, Block C without returning with a new preliminary plat. We already have a Mariner Drive. This street name must be changed before the final plat is submitted. The preliminary plat will be scheduled for the Dec. 3rd. City Council meeting.

ORIGINATOR-DO NOT WRITE BELOW THIS LINE REPLY TO → SIGNED
REPLY CC: Harold Evans Karen Martin

DATE SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

RM-858-3 ORIGINALATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

TO

Cecil Unruh
40227 Herschel
Suite 301
Dallas, Tx. 75219

FROM

CITY OF ROCKWALL
205 West Rusk Street
ROCKWALL, TEXAS 75087-3793
(214) 722-1111 • Dallas 226-7885

SUBJECT

Estates Coast Royale Preliminary Plat

DATE

12/4/84

MESSAGE:

On December 3, 1984, the City Council approved the preliminary plat as presented, including a T-shaped turn-around on the alley, no alley access for lots 4, 5 & 8, Block B, and deed restrictions preventing further subdividing and requiring driveways onto the two cul-de-sacs instead of Lakeshore Drive. When you are ready to proceed with this project submit 3 copies of a final plat with engineering 30 days prior to the Planning Commission meeting.

CC: Harold Evans

Karen Martin

ORIGINATOR-DO NOT WRITE BELOW THIS LINE

REPLY TO →

SIGNED

REPLY

DATE

SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

Ennis RM-858-3

ORIGINATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

HAROLD L. EVANS Consulting Engineer
2331 GUS THOMASSON ROAD P. O. BOX 28355
DALLAS, TEXAS 75228 214-328-8133

TRANSMITTAL LETTER

TO: CITY OF ROCKWALL PROJECT NAME: PRELIMINARY PLAT
ENGINEER DEPARTMENT CECIL UNRUH
ROCKWALL, TEXAS
ATTN: KAREN MARTIN JOB NO.: 83169
DATE: 10-22-84

WE TRANSMIT:

- herewith under separate cover via _____
- in accordance with your request _____

FOR YOUR:

- use review & comment information
- approval distribution to parties
- record other _____

THE FOLLOWING:

- plans contract addendum
- specifications letter forms
- other 8 copies Preliminary Plat

REMARKS:

FOR SUBMITTAL OF P&Z Meeting
on NOV. 8 1984

copies to:

by: PETE