

APPLICATION AND  
FINAL PLAT CHECKLIST

DATE: 3-18-1985

Name of Proposed Development TURTLE COVE

Name of Developer SHEFFIELD DEVELOPMENT

Address 1340 S. MAIN SUITE 120 Phone (817) 481-7966  
GRAPEVINE TEXAS 76051

Owner of Record SAME AS ABOVE

Address \_\_\_\_\_ Phone \_\_\_\_\_

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

Address 2331 GUS THOMASSON RD. SUITE 102 Phone (214) 328-8133  
DALLAS TEXAS

Total Acreage 21.6079 Current Zoning P.D.

Number of Lots/Units 101 Signed 

The Final Plat shall generally conform to the Preliminary Plat, as approved by the City Council and shall be drawn to legibly show all data on a satisfactory scale, usually not smaller than one inch equals 100 feet. The final plat shall be submitted on a drawing which is 18 inches by 24 inches.

The following Final Plat Checklist is a summary of the requirements listed under Section VIII of the Rockwall Subdivision Ordinance. Section VIII should be reviewed and followed when preparing a Final Plat. The following checklist is intended only as a reminder and a guide for those requirements.

INFORMATION

<u>Provided or Shown on Plat</u>	<u>Not Applicable</u>	
<u>✓</u>	_____	1. Title or name of development written and graphic scale, north point, date of plat and key map
<u>✓</u>	_____	2. Location of the development by City, County and State
<u>✓</u>	_____	3. Location of development tied to a USGS monument, Texas highway monument or other approved benchmark
<u>✓</u>	_____	4. Accurate boundary survey and property description with tract boundary lines indicated by heavy lines

<u>Provided or Shown on Plat</u>	<u>Not Applicable</u>	
✓		5. Accurate plat dimensions with all engineering information necessary to reproduce plat on the ground
✓		6. Approved name and right-of-way width of each street, both within and adjacent to the development
✓		7. Locations, dimensions and purposes of any easements or other rights-of-way
✓		8. Identification of each lot or site and block by letter and building lines or residential lots
✓		9. Record owners of contiguous parcels of un subdivided land, names and lot patterns of contiguous subdivisions, approved Concept Plans referred by recorded subdivision plats or adjoining platted land by record name and by deed record volume and page
✓		10. Boundary lines, dimensions and descriptions of open spaces to be dedicated for public use of the inhabitants of the development
✓		11. Certificate of dedication of all streets, alleys, parks and other public uses signed by the owner or owners
✓		12. Designation of the entity responsible for the operation and maintenance of any commonly held property and a waiver releasing the City of such responsibility, a waiver releasing the City for damages in establishment or alteration of grades
✓		13. Instrument of dedication or adoption signed by the owner or owners
✓		14. Space for signatures attesting approval of the plat
✓		15. Seal and signature of the surveyor and/or engineer responsible for surveying the development and/or the preparation of the plat

<u>Provided or Shown on Plat</u>	<u>Not Applicable</u>
<u>✓</u>	<u>                    </u>
<u>✓</u>	<u>                    </u>
<u>✓</u>	<u>                    </u>

16. Compliance with all special requirements developed in preliminary plat review
17. Waiver of drainage liability by the City due to development's design
18. Statements indicating that no building permits will be issued until all public improvements are accepted by the City.

ENGINEERING DRAWINGS CHECKLISTDate: 3-18-85Name of Proposed Development TURTLE COVEName of Developer SHEFFIELD DEVELOPMENTAddress 1340 S. MAIN SUITE 120  
GRAPEVINE, TEXAS 76051 Phone (817) 481-7966Owner of Record SAME AS ABOVE

Address \_\_\_\_\_ Phone \_\_\_\_\_

Name of Land Planner/Surveyor/Engineer HAROLD L. EVANS-CONSULTING ENGR.Address 2331 GUS THOMASSON RD. SUITE 102  
DALLAS, TEXAS Phone (214) 328-8133Total Acreage 21.6079 Current Zoning P.D.Number of Lots/Units 101 Signed 

The engineering drawings submitted for review and approval of the proposed utilities shall be complete design drawings and shall comply with the Standards of Design, the Standard Specifications for Construction and the Standard Details. These drawings will be submitted with the final plat.

The following Engineering Drawings Checklist is a summary of the requirements contained in the Standards mentioned. In all cases, the engineering drawings should conform to good engineering practices.

The drawings should be placed in the order of the following checklist.

The applicant should submit three (3) sets of all engineering drawings to the City for review. Any resubmissions should contain the marked up set of drawings returned to the applicant.

After completion, the City will be provided with the original and two copies of the as-built drawings showing all corrections as approved by the City.

The drawings must be accompanied by documentation from all utility companies verifying their agreement with the easements shown.

FOR CITY USE ONLY

<u>Information Included on Plans</u>	<u>Information Sufficient for Review</u>	<u>Item</u>
_____	_____	<u>UTILITY PLAN:</u> 1. Plan view shall show relationship of all existing and proposed utilities, including streets, storm drainage, water distribution pipelines, sewer pipelines, natural gas pipelines, electric lines, telephone cables and television cables.
_____	_____	2. Plan view shall also include all existing and proposed easements and rights-of-ways.
_____	_____	3. Plan view shall show street lighting.
_____	_____	<u>STREETS SYSTEM:</u> 1. Paving plan shall show plan of existing and proposed street improvements.
_____	_____	2. Paving plan shall show paving width and street classification with standard curve data.
_____	_____	3. Paving profile shall show existing ground grade and the proposed grade of the right and left curb and the existing and proposed utilities.
_____	_____	4. Paving details shall comply with the Standard Details for the City of Rockwall.
_____	_____	<u>STORM DRAINAGE SYSTEM:</u> 1. A map showing the entire watershed on which the project is located shall be included on the drainage map as an insert. This map shall show contours at a minimum of 5 foot intervals and be on a scale no larger than 1 inch = 2000 feet.

FOR CITY USE ONLY

<u>Information Included on Plans</u>	<u>Information Sufficient for Review</u>	<u>Item</u>
_____	_____	2. A drainage area map of the project site with contours at a minimum of 2 feet intervals shall be included. This map shall show the existing topography of the project site and the proposed grading plan of the site. Drainage contributing from areas outside the project site shall be specifically addressed.
_____	_____	3. The drainage calculations for the site shall be provided on the plans as per the standard table. This calculation shall identify the sub-drainage area by number, the contributing area in acres, the time of concentration in minutes, the coefficient of runoff, the storm frequency and duration, the storm intensity in inches per hour and the accumulated runoff in cubic feet per second.
_____	_____	4. The direction of storm water flow on the site shall be shown on the drainage area map, with a "Q" shown at locations where flow enters inlets, channels or other structures.
_____	_____	5. The drainage facilities shall be designed for ultimate watershed development as shown on the Growth and Management Plan even though the project may be developed in phases or the topography is such that other developments contribute to the proposed site.
_____	_____	6. Where phased development will occur, the drainage plans and calculations shall show how the drainage will be controlled during intermediary construction.
_____	_____	7. Where the storm drainage facilities tie into existing facilities, the plans shall show how this project will affect those existing facilities.

FOR CITY USE ONLY

<u>Information Included on Plans</u>	<u>Information Sufficient for Review</u>
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Item

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8. All existing and proposed drainage easements on the project site shall be shown.
  9. The storm drainage details shall comply with the Standard Details for the City of Rockwall.

WATER DISTRIBUTION SYSTEM:

1. The plans shall show existing and proposed water supply improvements, including size of pipelines, location of valves (gate and flush) and location of fire hydrants and services.
2. Summary calculations pertaining to the water demand of the development, including appropriate fire flows, shall be shown in tabular form on the water plan sheet.
3. The plans shall identify the source of water supply.
4. The water distribution system details shall comply with the Standard Details for the City of Rockwall and the approved Water Distribution Plan.

SANITARY SEWER SYSTEM

1. The plans shall show existing and proposed wastewater collection improvements, including location of manholes, cleanouts, and services.
2. The calculations for the wastewater collection system shall be included. These calculations shall include the collection area by number, the maximum, dry weather flow in million gallons per day (MGD), the infiltration/inflow allowance in MGD and the total accumulated wastewater flow in MGD.

FOR CITY USE ONLY

<u>Information Included on Plans</u>	<u>Information Sufficient for Review</u>	<u>Item</u>
_____	_____	3. Where proposed facilities tie into existing facilities, the plans shall show the flowline of the existing facilities and how the proposed facilities affect the system.
_____	_____	4. Where a portion of the proposed wastewater collection system will service areas outside the project, the plans shall clearly indicate how the design of the common pipeline is determined.
_____	_____	5. The details of the wastewater collection system shall comply with the Standard Details of the City of Rockwall.
_____	_____	6. If a wastewater collection system will not be provided, the plans should indicate how the wastewater will be collected and treated.

FOR CITY USE ONLY

Date Submitted: \_\_\_\_\_

Sent to Engineer: \_\_\_\_\_

P & Z Approval: \_\_\_\_\_

City Council Approval: \_\_\_\_\_

Pre-Construction: \_\_\_\_\_

As Built Submitted: \_\_\_\_\_

Case No.: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Availability Paid: \_\_\_\_\_





**CURVE DATA**

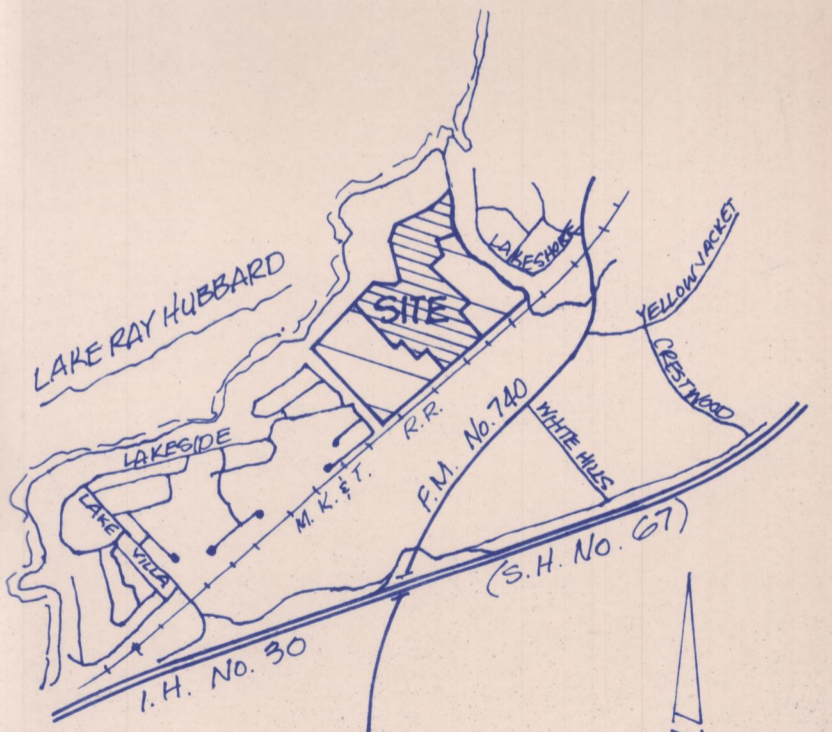
Cv. No.	Interior	Exterior	Cv. No.	Interior	Exterior
1	Δ 51°06'17"	61°34'48"	2	Δ 40°24'27"	40°24'27"
R	420.00'	450.00'	R	130.00'	150.00'
T	200.80'	268.15'	T	47.84'	55.20'
L	374.62'	483.65'	L	91.68'	105.79'
3	Δ 91°25'08"	91°25'08"	4	Δ 20°00'00"	20°00'00"
R	60.00'	80.00'	R	20.00'	40.00'
T	61.50'	82.01'	T	20.00'	40.00'
L	95.73'	127.66'	L	31.42'	62.83'
5	Δ 73°30'00"	73°30'00"	6	Δ 16°00'00"	16°00'00"
R	160.00'	180.00'	R	130.00'	150.00'
T	119.48'	134.41'	T	18.27'	21.08'
L	206.25'	230.91'	L	36.30'	41.89'
7	Δ 29°39'17"	29°39'17"	8	Δ 29°08'25"	29°08'25"
R	661.38'	681.38'	R	310.00'	320.00'
T	175.08'	180.38'	T	80.68'	83.18'
L	342.31'	352.66'	L	157.66'	162.75'
9	Δ 26°32'36"	26°32'36"	10	Δ 23°12'56"	23°12'56"
R	50.00'	70.00'	R	551.38'	561.38'
T	23.16'	18.87'	T	112.42'	131.78'
L	32.43'	37.06'	L	221.81'	270.21'
11	Δ 16°30'00"	16°30'00"	12	Δ 73°30'00"	73°30'00"
R	140.00'	150.00'	R	50.00'	60.00'
T	20.30'	21.76'	T	37.34'	44.60'
L	40.32'	43.20'	L	64.14'	76.97'
13	Δ 10°28'31"	10°28'31"	14	Δ 8°21'45"	8°21'45"
R	40.00'	50.00'	R	240.00'	250.00'
T	3.67'	4.58'	T	17.56'	18.28'
L	7.31'	9.14'	L	35.03'	36.49'
15	Δ 87°08'14"	87°08'14"	16	Δ 40°12'11"	40°12'11"
R	26.00'	36.00'	R	40.00'	50.00'
T	26.06'	34.70'	T	14.64'	18.30'
L	39.88'	56.22'	L	28.07'	35.08'
17	Δ 68°49'39"	68°49'39"	18	Δ 11°25'00"	11°25'00"
R	26.00'	36.00'	R	290.00'	300.00'
T	17.81'	24.66'	T	28.99'	29.99'
L	31.23'	43.25'	L	57.78'	59.78'
19	Δ 81°49'00"	81°49'00"	20	Δ 14°24'19"	14°24'19"
R	26.00'	36.00'	R	70.00'	80.00'
T	22.53'	31.19'	T	8.85'	10.11'
L	37.13'	51.41'	L	17.60'	20.12'
21	Δ 10°28'31"	10°28'31"	22	Δ 90°00'00"	90°00'00"
R	150.00'	150.00'	R	26.00'	26.00'
T	13.75'	13.75'	T	26.00'	26.00'
L	27.42'	27.42'	L	40.84'	40.84'
23	Δ 78°41'51"	78°41'51"	24	Δ 100°42'45"	100°42'45"
R	26.00'	26.00'	R	26.00'	26.00'
T	21.32'	21.32'	T	31.38'	31.38'
L	35.71'	35.71'	L	45.70'	45.70'
25	Δ 61°55'53"	61°55'53"	26	Δ 50°25'08"	50°25'08"
R	20.00'	20.00'	R	20.00'	20.00'
T	12.00'	12.00'	T	9.42'	9.42'
L	21.62'	21.62'	L	17.60'	17.60'
27	Δ 59°56'48"	59°56'48"	28	Δ 73°30'00"	73°30'00"
R	20.00'	20.00'	R	26.00'	26.00'
T	11.54'	11.54'	T	19.42'	19.42'
L	20.92'	20.92'	L	33.35'	33.35'
29	Δ 100°57'54"	100°57'54"	30	Δ 88°15'53"	88°15'53"
R	26.00'	26.00'	R	26.00'	26.00'
T	31.52'	31.52'	T	25.22'	25.22'
L	45.82'	45.82'	L	40.05'	40.05'



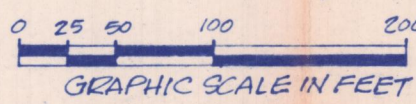
LAKE SIDE VILLAGE PHASE THREE

Point of Reference

SHEFFIELD DEVELOPMENT



MISSOURI, KANSAS & TEXAS RAILROAD



**HAROLD L. EVANS**  
 CONSULTING ENGINEER  
 2331 GUS THOMASSON RD. SUITE 102  
 DALLAS, TEXAS 75228  
 PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1"=100'	3-11-85	84298

**TURTLE COVE**  
 E. P. GAINES CHISUM SURVEY ~ ABST. NO. 64  
 ROCKWALL COUNTY, TEXAS

SHEFFIELD DEVELOPMENT ~ OWNER  
 1340 S. Main, Suite 120 Grapevine, Texas 76051 (817) 481-7966

STATE OF TEXAS  
COUNTY OF ROCKWALL

OWNERS CERTIFICATE

WHEREAS, Sheffield Development is the owner of a tract of land situated in the E.P. Gaines Chisum Survey, Abstract No. 64 in the City of Rockwall, Rockwall County, Texas, and being a part of a 106.66 acre tract of land conveyed to James W. Reese, Jr., by Partition Deed recorded in Volume 53 at Page 373 of the Deed Records of Rockwall County, Texas, and a part of a tract of land conveyed to Hunt, McNulty, and Shinn from James Reese and wife, Veda, as recorded in Volume 36 at Page 383 of the Deed Records of Rockwall County, Texas, and all of that 20.98 acre tract of land conveyed to Gifco Development Company from the City of Dallas by deed recorded in Volume 109 at Page 405 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at an iron rod at a point of reference at the Southeast corner of Tract One of Lakeside Village, Phase 3, an addition to the City of Rockwall, recorded in Volume 3 at Page 18 of the Plat Records of Rockwall County, Texas, said point also being in the Northwest R.O.W. line of the M.K. & T. Railroad (100 foot R.O.W.);  
THENCE: North 49° 35' 21" East along said Northwest line a distance of 843.22 feet to an iron rod for the Point of Beginning;  
THENCE: North 40° 24' 39" West leaving said Northwest line a distance of 35.46 feet to an iron rod for the beginning of a circular curve to the right;  
THENCE: Along said circular curve to the right having a central angle of 10° 28' 31", a radius of 150.00 feet, a tangent length of 13.75 feet and an arc length of 27.42 feet to an iron rod for the point of reverse curvature for a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 29° 56' 08" West, a central angle of 10° 28' 31", a radius of 150.00 feet, a tangent length of 13.75 feet, and an arc length of 27.42 feet to an iron rod for the point of tangency;  
THENCE: North 40° 24' 39" West a distance of 190.00 feet to an iron rod for a corner;  
THENCE: South 49° 35' 21" West a distance of 136.00 feet to an iron rod for a corner;  
THENCE: North 40° 24' 39" West a distance of 20.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 49° 35' 21" East, a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet, and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: North 40° 24' 39" West a distance of 208.00 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: South 49° 35' 21" West a distance of 115.00 feet to an iron rod for a corner;  
THENCE: North 40° 24' 39" West a distance of 20.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 49° 35' 21" East, a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet, and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: North 40° 24' 39" West a distance of 56.09 feet to an iron rod for the beginning of a circular curve to the right;  
THENCE: Along said circular curve to the right having a central angle of 26° 32' 36", a radius of 90.00 feet, a tangent length of 21.23 feet and an arc length of 41.69 feet to an iron rod for the point of reverse curvature for a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 13° 52' 03" West, a central angle of 29° 08' 25", a radius of 310.00 feet, a tangent length of 80.58 feet and an arc length of 157.66 feet to an iron rod for the point of tangency;  
THENCE: North 43° 00' 28" West a distance of 132.06 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of South 53° 09' 42" West, a central angle of 2° 15' 21", a radius of 661.38 feet, a tangent length of 13.02 feet and an arc length of 26.04 feet to an iron rod for the end of said circular curve to the left;  
THENCE: North 39° 05' 39" West a distance of 40.00 feet to an iron rod for a corner;  
THENCE: North 43° 00' 28" West a distance of 101.64 feet to an iron rod for a corner, said point being on the City of Dallas Take Line for Lake Ray Hubbard;  
THENCE: Along said Take Line as follows: North 46° 59' 32" East a distance of 296.14 feet to a concrete monument marked X2-2; South 73° 03' 40" East a distance of 124.22 feet to a concrete monument marked X2-3; North 40° 23' 42" East a distance of 79.43 feet to a concrete monument marked X2-4; North 19° 14' 18" West passing at 290.36 feet to a broken concrete monument and continuing a total distance of 315.36 feet to an iron rod for a corner; North 18° 36' 27" East a distance of 146.82 feet to an iron rod for a corner; North 62° 24' 37" East a distance of 377.56 feet to an iron rod for a corner; North 46° 01' 56" East a distance of 235.06 feet to an iron rod for a corner; and South 28° 45' 43" East a distance of 269.65 feet to an iron rod for a corner;  
THENCE: South 72° 10' 50" West leaving said City of Dallas Take Line for Lake Ray Hubbard a distance of 126.12 feet to an iron rod in a circular curve to the right;  
THENCE: Along said circular curve to the right having a beginning tangent bearing of South 74° 40' 39" East, a central angle of 51° 51' 29", a radius of 60.00 feet, a tangent length of 32.48 feet and an arc length of 59.54 feet to an iron rod for the end of said circular curve to the right;  
THENCE: South 72° 10' 50" West a distance of 40.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 17° 49' 10" West, a central angle of 90° 00' 00", a radius of 20.00 feet, a tangent length of 20.00 feet and an arc length of 31.42 feet to an iron rod for the point of tangency;  
THENCE: South 72° 10' 50" West a distance of 70.00 feet to an iron rod for a corner;  
THENCE: South 17° 49' 10" East a distance of 59.69 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 14° 24' 19", a radius of 70.00 feet, a tangent length of 8.85 feet and an arc length of 17.60 feet to an iron rod for the point of tangency;  
THENCE: South 32° 13' 39" East a distance of 106.37 feet to an iron rod for a corner;  
THENCE: South 49° 35' 21" West a distance of 207.46 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: South 40° 24' 39" East a distance of 9.86 feet to an iron rod for a corner;  
THENCE: South 46° 24' 39" East a distance of 201.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of South 51° 49' 39" East, a central angle of 78° 35' 00", a radius of 30.22 feet, a tangent length of 24.73 feet, and an arc length of 41.45 feet to an iron rod for the point of tangency;  
THENCE: North 49° 35' 21" East a distance of 11.09 feet to an iron rod for a corner;  
THENCE: South 40° 24' 39" East a distance of 20.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of South 49° 35' 21" West, a central angle of 101° 25' 00", a radius of 26.00 feet, a tangent length of 31.78 feet and an arc length of 46.02 feet to an iron rod for the point of tangency;  
THENCE: South 51° 49' 39" East a distance of 107.62 feet to an iron rod for the beginning of a circular curve to the right;  
THENCE: Along said circular curve to the right having a central angle of 11° 25' 00", a radius of 310.00 feet, a tangent length of 30.99 feet and an arc length of 61.77 feet to an iron rod for the point of tangency;  
THENCE: South 40° 24' 39" East a distance of 36.00 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet and an arc length of 40.84 feet to an iron rod for the end of said circular curve to the left;  
THENCE: South 40° 24' 39" East a distance of 20.00 feet to an iron rod for a corner;  
THENCE: South 49° 35' 21" West a distance of 136.00 feet to an iron rod for a corner;  
THENCE: South 40° 24' 39" East a distance of 350.00 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 20.00 feet, a tangent length of 20.00 feet and an arc length of 31.42 feet to an iron rod for the end of said circular curve to the left;  
THENCE: South 40° 24' 39" East a distance of 40.00 feet to an iron rod for a corner on the said Northwest line of M.K. & T. Railroad R.O.W.;  
THENCE: South 49° 35' 21" West along said Northwest line a distance of 490.00 feet to the Point of Beginning and Containing 21.6079 Acres (941,242 Square Feet) of Land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT Sheffield Development, being the owner of said tract, does hereby adopt this plat designating the hereinabove described described property as TURTLE COVE, an addition to the City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability of water for personal use and fire protection within such plat.

WITNESS MY HAND at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

GARY SHEFFIELD

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Gary Sheffield.

Notary Public  
Commission expires \_\_\_\_\_

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Harold L. Evans.

Notary Public  
Commission expires \_\_\_\_\_

RECOMMENDED FOR FINAL APPROVAL

City Administrator

Date: \_\_\_\_\_

APPROVED

Chairman, Planning and Zoning Commission

Date: \_\_\_\_\_

I hereby certify that the above and foregoing plat of TURTLE COVE, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Mayor, City of Rockwall

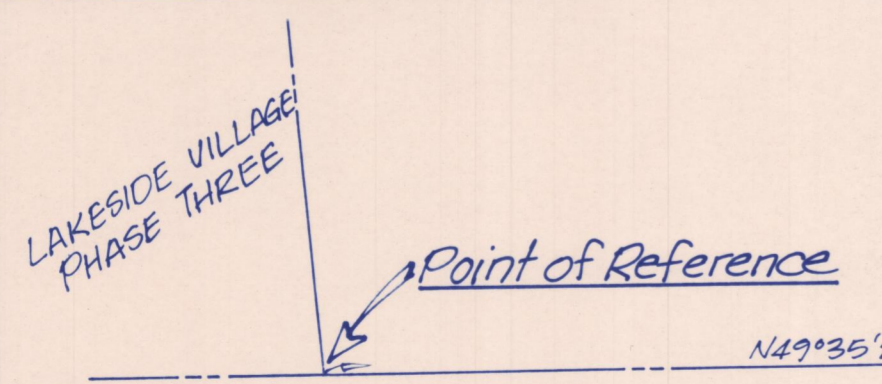
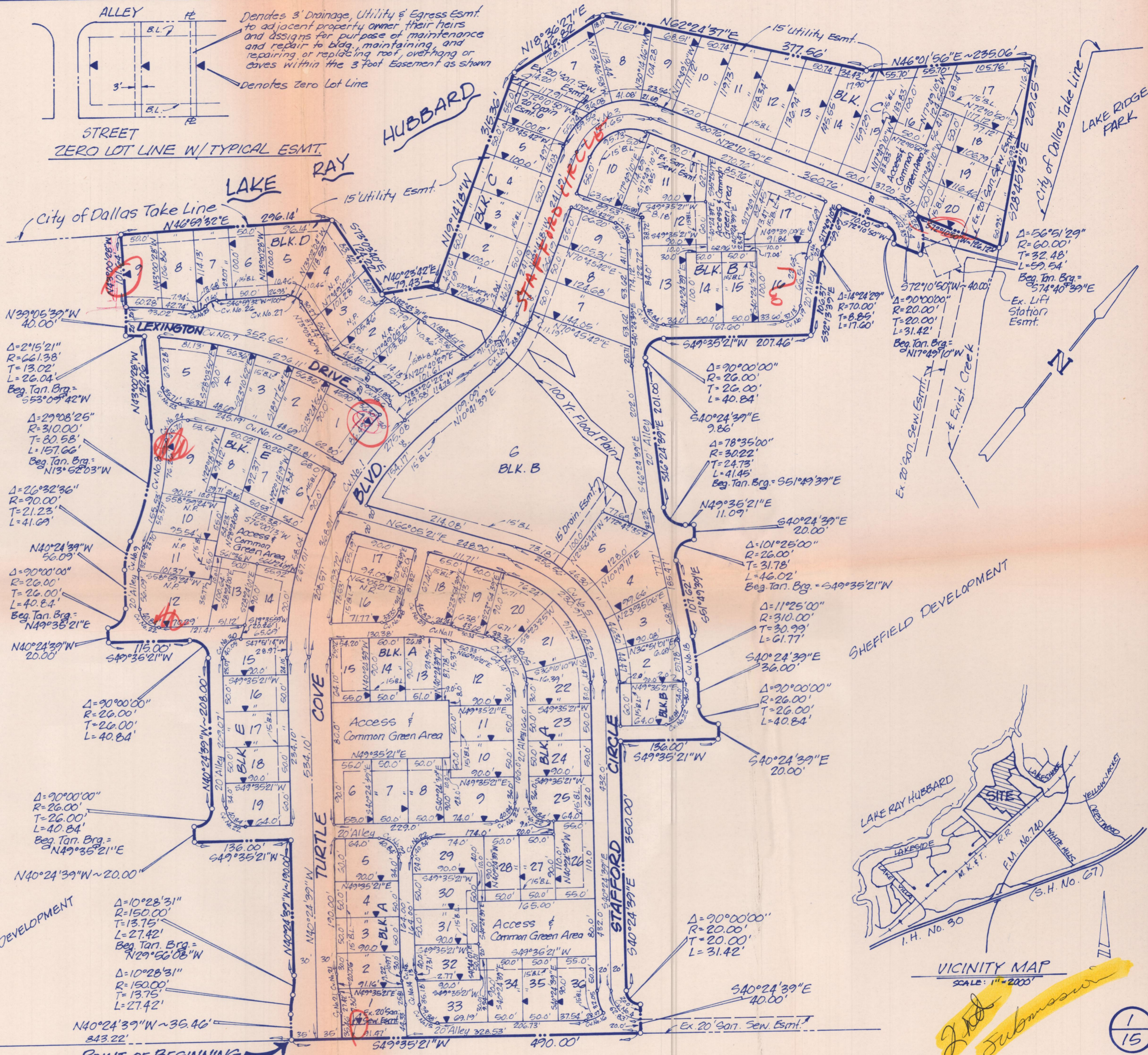
City Secretary, City of Rockwall

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15

HAROLD L. EVANS CONSULTING ENGINEER		
2331 GUS THOMASSON RD. SUITE 102 DALLAS, TEXAS 75228 PHONE (214) 328-8133		
SCALE	DATE	JOB NO.
NONE	3-11-85	84298

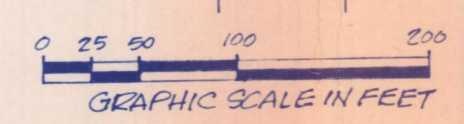
<b>TURTLE COVE</b>	
E. P. GAINES CHISUM SURVEY ~ ABST. NO. 64	
ROCKWALL COUNTY, TEXAS	
SHEFFIELD DEVELOPMENT 1340 S. Main, Suite 120 Grapevine, Texas 76051	
OWNER (817) 481-7966	

CURVE DATA							
Cv. No.	Interior	¢	Exterior	Cv. No.	Interior	¢	Exterior
1	Δ 51°06'17"	61°34'48"	44°35'00"	2	Δ 40°24'27"	40°24'27"	29°55'56"
	R 420.00'	450.00'	480.00'		R 130.00'	150.00'	170.00'
	T 200.80'	268.15'	196.78'		T 47.84'	55.20'	45.44'
	L 374.62'	483.65'	373.50'		L 91.68'	105.79'	88.81'
3	Δ 91°25'08"	91°25'08"	91°25'08"	4	Δ 90°00'00"	90°00'00"	90°00'00"
	R 60.00'	80.00'	100.00'		R 20.00'	40.00'	60.00'
	T 61.50'	82.01'	102.51'		T 20.00'	40.00'	60.00'
	L 95.73'	127.65'	159.56'		L 31.42'	62.83'	94.25'
5	Δ 73°30'00"	73°30'00"	73°30'00"	6	Δ 16°00'00"	16°00'00"	16°00'00"
	R 160.00'	180.00'	200.00'		R 130.00'	150.00'	170.00'
	T 119.48'	134.41'	149.35'		T 18.27'	21.08'	23.89'
	L 205.25'	230.91'	256.56'		L 36.30'	41.89'	47.47'
7	Δ 29°39'17"	29°39'17"	29°39'17"	8	Δ 29°08'25"	29°08'25"	27°00'15"
	R 661.38'	681.38'	701.38'		R 310.00'	320.00'	330.00'
	T 175.08'	180.38'	185.67'		T 80.58'	83.18'	79.24'
	L 342.31'	352.66'	363.02'		L 157.66'	162.75'	155.53'
9	Δ 26°32'36"	26°32'36"	26°32'36"	10	Δ 23°02'56"	23°02'56"	24°35'13"
	R 50.00'	70.00'	90.00'		R 551.38'	561.38'	571.38'
	T 23.16'	18.87'	21.23'		T 112.42'	137.78'	124.51'
	L 32.43'	37.06'	41.69'		L 221.81'	270.21'	245.19'
11	Δ 16°30'00"	16°30'00"	10°57'54"	12	Δ 73°30'00"	73°30'00"	73°30'00"
	R 140.00'	150.00'	160.00'		R 60.00'	60.00'	70.00'
	T 20.30'	21.75'	15.36'		T 37.34'	44.80'	52.27'
	L 40.32'	43.20'	30.66'		L 64.14'	76.97'	89.80'
13	Δ 10°28'31"	10°28'31"	10°28'31"	14	Δ 8°21'45"	8°21'45"	8°21'45"
	R 40.00'	50.00'	60.00'		R 240.00'	250.00'	260.00'
	T 3.67'	4.58'	5.50'		T 17.55'	18.28'	19.01'
	L 7.31'	9.14'	10.97'		L 35.03'	36.49'	37.95'
15	Δ 87°03'14"	87°03'14"		16	Δ 40°12'11"	40°12'11"	
	R 26.00'	36.00'			R 40.00'	50.00'	
	T 25.06'	34.70'			T 14.64'	18.30'	
	L 39.88'	55.22'			L 28.07'	35.08'	
17	Δ 68°49'39"	68°49'39"		18	Δ 11°25'00"	11°25'00"	
	R 26.00'	36.00'			R 290.00'	300.00'	
	T 17.81'	24.66'			T 28.99'	29.99'	
	L 31.23'	43.25'			L 57.78'	59.78'	
19	Δ 81°49'00"	81°49'00"		20	Δ 14°24'19"	14°24'19"	
	R 26.00'	36.00'			R 70.00'	80.00'	
	T 22.53'	31.19'			T 8.85'	10.11'	
	L 37.13'	51.41'			L 17.60'	20.12'	
21	Δ	10°28'31"		22	Δ 90°00'00"		
	R	150.00'			R 26.00'		
	T	13.75'			T 26.00'		
	L	27.42'			L 40.84'		
23	Δ 78°41'51"			24	Δ 100°42'45"		
	R 26.00'				R 26.00'		
	T 21.32'				T 31.38'		
	L 35.71'				L 45.70'		
25	Δ 61°55'53"			26	Δ	50°25'08"	
	R 20.00'				R 20.00'		
	T 12.00'				T 26.00'		
	L 21.62'				L 17.60'		
27	Δ	59°56'48"		28	Δ 73°30'00"		
	R	20.00'			R 26.00'		
	T	11.54'			T 19.42'		
	L	20.92'			L 33.35'		
29	Δ 100°57'54"			30	Δ 88°15'53"		
	R 26.00'				R 26.00'		
	T 31.52'				T 25.22'		
	L 45.82'				L 40.05'		



MISSOURI, KANSAS & TEXAS

RAILROAD



HAROLD L. EVANS  
CONSULTING ENGINEER  
2331 GUS THOMASSON RD. SUITE 102  
DALLAS, TEXAS 75228  
PHONE (214) 328-8133

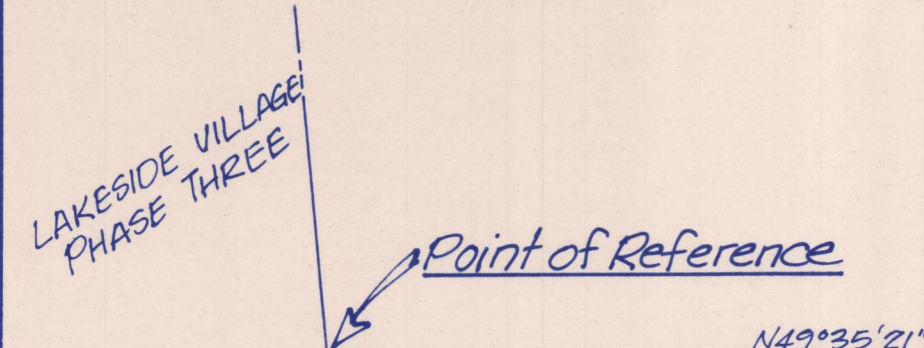
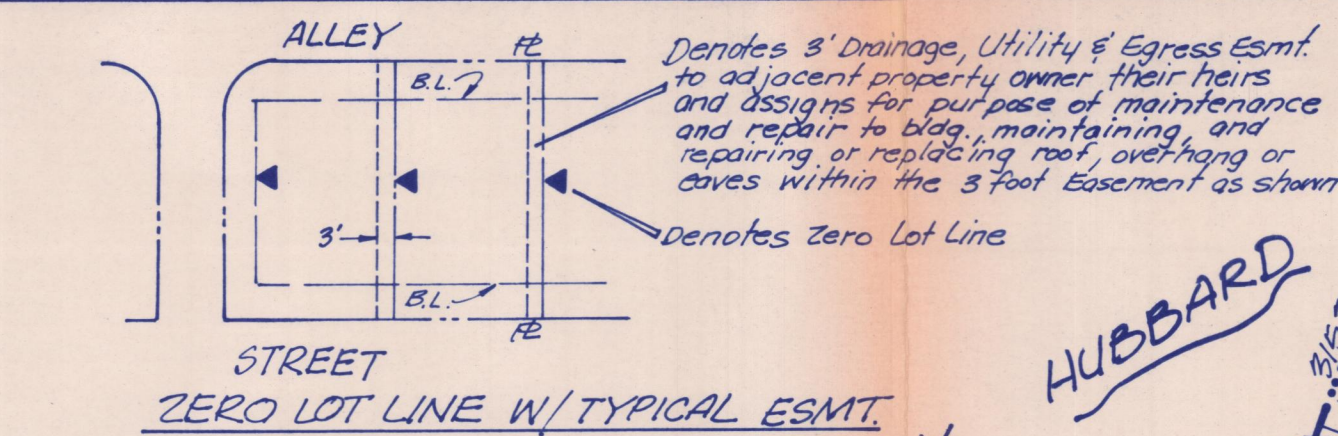
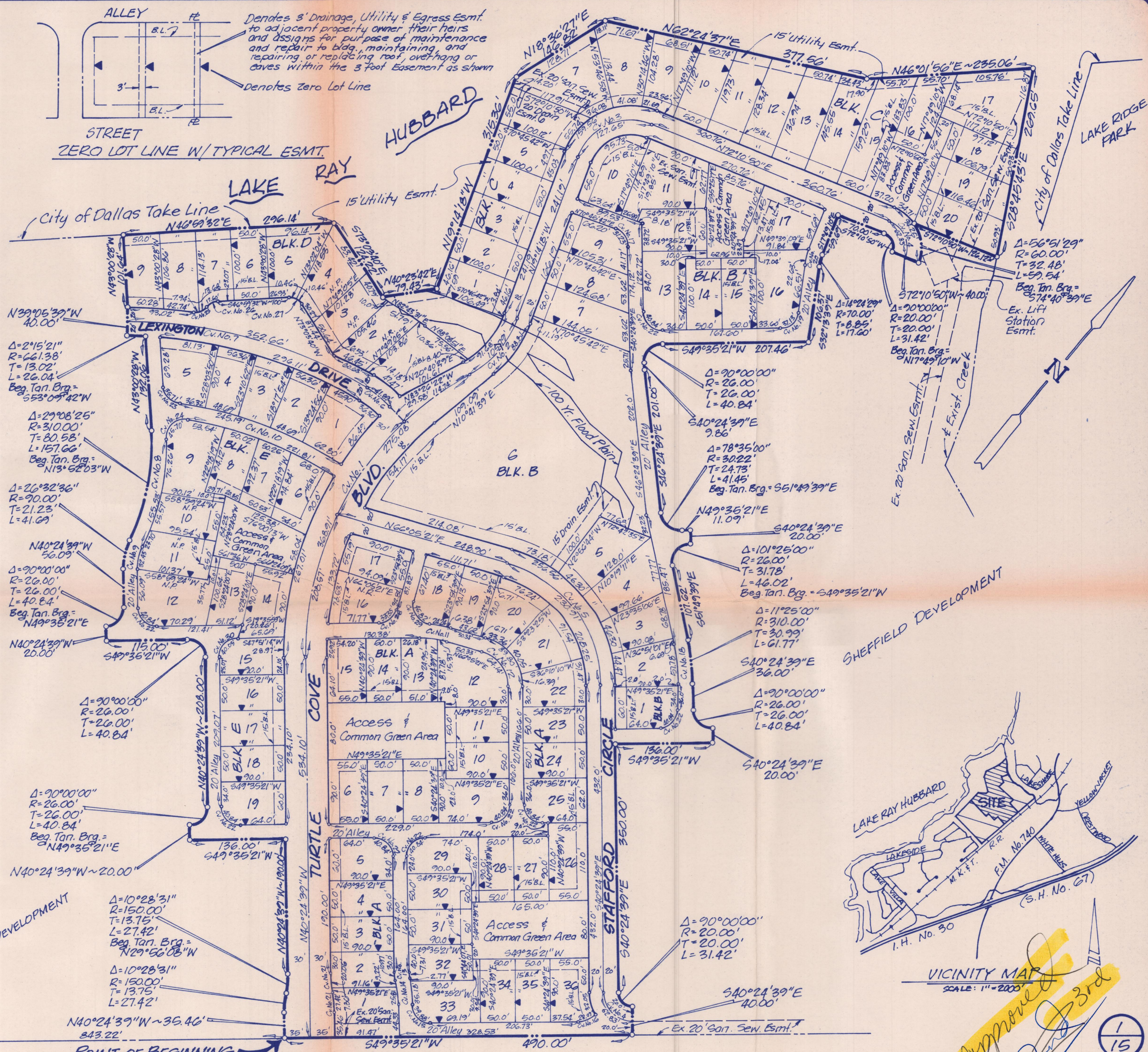
SCALE	DATE	JOB NO.
1"=100'	3-11-85	84298

TURTLE COVE  
E. P. GAINES CHISUM SURVEY ~ ABST. NO. 64  
ROCKWALL COUNTY, TEXAS

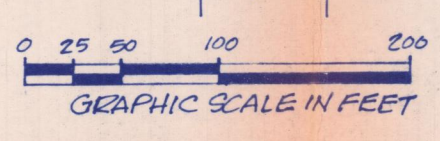
SHEFFIELD DEVELOPMENT  
1340 S. Main, Suite 120 Grapevine, Texas 76051  
OWNER (817) 481-7960

**CURVE DATA**

Cv. No.	Interior	Exterior	Cv. No.	Interior	Exterior
1	Δ 51°06'17"	61°34'48"	2	Δ 40°21'27"	40°21'27"
R 420.00'	450.00'	480.00'	T 130.00'	150.00'	170.00'
T 200.80'	268.15'	196.78'	L 47.84'	55.20'	45.44'
L 374.62'	483.65'	373.50'	L 91.68'	105.79'	88.81'
3	Δ 91°25'08"	91°25'08"	4	Δ 90°00'00"	90°00'00"
R 60.00'	80.00'	100.00'	R 20.00'	40.00'	60.00'
T 61.50'	82.01'	102.51'	T 20.00'	40.00'	60.00'
L 95.73'	127.65'	159.56'	L 31.42'	62.83'	94.25'
5	Δ 73°30'00"	73°30'00"	6	Δ 16°00'00"	16°00'00"
R 160.00'	180.00'	200.00'	R 130.00'	150.00'	170.00'
T 175.08'	134.41'	149.35'	T 18.27'	21.08'	23.89'
L 206.25'	230.91'	256.56'	L 36.30'	41.89'	47.47'
7	Δ 29°39'17"	29°39'17"	8	Δ 29°08'25"	29°08'25"
R 661.38'	681.38'	701.38'	R 310.00'	320.00'	330.00'
T 175.08'	180.38'	185.67'	T 80.68'	83.18'	79.24'
L 342.31'	352.66'	363.02'	L 157.66'	162.75'	155.53'
9	Δ 26°32'36"	26°32'36"	10	Δ 23°12'56"	23°12'56"
R 50.00'	70.00'	90.00'	R 591.38'	561.38'	571.38'
T 32.16'	18.81'	21.23'	T 112.42'	137.78'	123.51'
L 32.43'	37.06'	41.69'	L 221.81'	270.21'	245.19'
11	Δ 16°30'00"	16°30'00"	12	Δ 73°30'00"	73°30'00"
R 140.00'	150.00'	160.00'	R 50.00'	60.00'	70.00'
T 20.30'	21.75'	15.36'	T 37.34'	44.80'	52.27'
L 40.32'	43.20'	30.66'	L 64.14'	76.97'	69.30'
13	Δ 10°28'31"	10°28'31"	14	Δ 8°21'45"	8°21'45"
R 40.00'	50.00'	60.00'	R 240.00'	250.00'	260.00'
T 3.61'	4.58'	5.50'	T 17.55'	18.28'	19.01'
L 7.31'	7.14'	10.97'	L 35.03'	36.49'	37.95'
15	Δ 87°53'14"	87°53'14"	16	Δ 40°21'11"	40°21'11"
R 26.00'	36.00'	46.00'	R 40.00'	50.00'	60.00'
T 26.06'	34.70'	15.36'	T 14.64'	18.30'	19.01'
L 39.88'	59.22'	22.63'	L 28.07'	35.08'	37.95'
17	Δ 68°49'39"	68°49'39"	18	Δ 11°25'00"	11°25'00"
R 26.00'	36.00'	46.00'	R 290.00'	300.00'	310.00'
T 17.81'	24.66'	30.99'	T 28.99'	29.99'	30.99'
L 31.23'	43.25'	61.77'	L 57.78'	59.78'	61.77'
19	Δ 81°49'00"	81°49'00"	20	Δ 14°24'19"	14°24'19"
R 26.00'	36.00'	46.00'	R 70.00'	80.00'	90.00'
T 22.53'	31.19'	11.37'	T 8.85'	10.11'	11.37'
L 37.13'	51.41'	22.63'	L 17.60'	20.12'	22.63'
21	Δ 10°28'31"	10°28'31"	22	Δ 90°00'00"	90°00'00"
R 26.00'	150.00'	20.00'	R 26.00'	20.00'	20.00'
T 13.75'	13.75'	9.42'	T 26.00'	9.42'	9.42'
L 27.42'	27.42'	17.60'	L 40.84'	40.84'	17.60'
23	Δ 78°41'51"	78°41'51"	24	Δ 100°42'45"	100°42'45"
R 26.00'	21.32'	20.00'	R 26.00'	20.00'	20.00'
T 21.32'	21.32'	13.75'	T 26.00'	13.75'	13.75'
L 35.71'	35.71'	20.92'	L 45.70'	45.70'	20.92'
25	Δ 61°55'53"	61°55'53"	26	Δ 90°00'00"	90°00'00"
R 20.00'	12.00'	20.00'	R 20.00'	20.00'	20.00'
T 12.00'	12.00'	9.42'	T 20.00'	9.42'	9.42'
L 21.62'	21.62'	17.60'	L 17.60'	17.60'	17.60'
27	Δ 99°56'48"	99°56'48"	28	Δ 73°30'00"	73°30'00"
R 26.00'	20.00'	20.00'	R 26.00'	20.00'	20.00'
T 11.54'	11.54'	19.42'	T 19.42'	19.42'	19.42'
L 20.92'	20.92'	33.35'	L 33.35'	33.35'	33.35'
29	Δ 100°57'54"	100°57'54"	30	Δ 88°15'53"	88°15'53"
R 26.00'	26.00'	26.00'	R 26.00'	26.00'	26.00'
T 31.52'	31.52'	25.22'	T 25.22'	25.22'	25.22'
L 45.82'	45.82'	40.05'	L 40.05'	40.05'	40.05'



MISSOURI, KANSAS & TEXAS RAILROAD



**HAROLD L. EVANS**  
CONSULTING ENGINEER  
2331 GUS THOMASSON RD. SUITE 102  
DALLAS, TEXAS 75228  
PHONE (214) 328-8133

**TURTLE COVE**  
**E. P. GAINES CHISUM SURVEY ~ ABST. NO. 64**  
**ROCKWALL COUNTY, TEXAS**

SCALE DATE JOB NO.  
1"=100' 3-11-85 84298

SHEFFIELD DEVELOPMENT ~ OWNER  
1340 S. Main, Suite 120 Grapevine, Texas 76051 (817) 481-7966

VICINITY MAP  
SCALE: 1"=2000'

Approved  
[Signature]

WHEREAS, Sheffield Development is the owner of a tract of land situated in the E.P. Gaines Chisum Survey, Abstract No. 64 in the City of Rockwall, Rockwall County, Texas, and being a part of a 106.66 acre tract of land conveyed to James W. Reese, Jr., by Partition Deed recorded in Volume 53 at Page 373 of the Deed Records of Rockwall County, Texas, and a part of a tract of land conveyed to Hunt, McNulty, and Shinn from James Reese and wife, Veda, as recorded in Volume 36 at Page 383 of the Deed Records of Rockwall County, Texas, and all of that 20.98 acre tract of land conveyed to Gifco Development Company from the City of Dallas by deed recorded in Volume 109 at Page 405 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

COMMENCING at an iron rod at a point of reference at the Southeast corner of Tract One of Lakeside Village, Phase 3, an addition to the City of Rockwall, recorded in Volume 3 at Page 18 of the Plat Records of Rockwall County, Texas, said point also being in the Northwest R.O.W. line of the M.K. & T. Railroad (100 foot R.O.W.);  
THENCE: North 49° 35' 21" East along said Northwest line a distance of 843.22 feet to an iron rod for the Point of Beginning;  
THENCE: North 40° 24' 39" West leaving said Northwest line a distance of 35.46 feet to an iron rod for the beginning of a circular curve to the right;  
THENCE: Along said circular curve to the right having a central angle of 10° 28' 31", a radius of 150.00 feet, a tangent length of 13.75 feet and an arc length of 27.42 feet to an iron rod for the point of reverse curvature for a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 29° 56' 08" West, a central angle of 10° 28' 31", a radius of 150.00 feet, a tangent length of 13.75 feet, and an arc length of 27.42 feet to an iron rod for the point of tangency;  
THENCE: North 40° 24' 39" West a distance of 190.00 feet to an iron rod for a corner;  
THENCE: South 49° 35' 21" West a distance of 136.00 feet to an iron rod for a corner;  
THENCE: North 40° 24' 39" West a distance of 20.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 49° 35' 21" East, a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet, and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: North 40° 24' 39" West a distance of 208.00 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: South 49° 35' 21" West a distance of 115.00 feet to an iron rod for a corner;  
THENCE: North 40° 24' 39" West a distance of 20.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 49° 35' 21" East, a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet, and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: North 40° 24' 39" West a distance of 56.09 feet to an iron rod for the beginning of a circular curve to the right;  
THENCE: Along said circular curve to the right having a central angle of 26° 32' 36", a radius of 90.00 feet, a tangent length of 21.23 feet and an arc length of 41.69 feet to an iron rod for the point of reverse curvature for a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 13° 52' 03" West, a central angle of 29° 08' 25", a radius of 310.00 feet, a tangent length of 80.58 feet and an arc length of 157.66 feet to an iron rod for the point of tangency;  
THENCE: North 43° 00' 28" West a distance of 132.06 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of South 53° 09' 42" West, a central angle of 2° 15' 21", a radius of 661.38 feet, a tangent length of 13.02 feet and an arc length of 26.04 feet to an iron rod for the end of said circular curve to the left;  
THENCE: North 39° 05' 39" West a distance of 40.00 feet to an iron rod for a corner;  
THENCE: North 43° 00' 28" West a distance of 101.64 feet to an iron rod for a corner, said point being on the City of Dallas Take Line for Lake Ray Hubbard;  
THENCE: Along said Take Line as follows: North 46° 59' 32" East a distance of 296.14 feet to a concrete monument marked X2-2; South 73° 03' 40" East a distance of 124.22 feet to a concrete monument marked X2-3; North 40° 23' 42" East a distance of 79.43 feet to a concrete monument marked X2-4; North 19° 14' 18" West passing at 290.36 feet to a broken concrete monument and continuing a total distance of 315.36 feet to an iron rod for a corner; North 18° 36' 27" East a distance of 146.82 feet to an iron rod for a corner; North 62° 24' 37" East a distance of 377.56 feet to an iron rod for a corner; North 46° 01' 56" East a distance of 235.06 feet to an iron rod for a corner; and South 28° 45' 43" East a distance of 269.65 feet to an iron rod for a corner;  
THENCE: South 72° 10' 50" West leaving said City of Dallas Take Line for Lake Ray Hubbard a distance of 126.12 feet to an iron rod in a circular curve to the right;  
THENCE: Along said circular curve to the right having a beginning tangent bearing of South 74° 40' 39" East, a central angle of 56° 51' 29", a radius of 60.00 feet, a tangent length of 32.48 feet and an arc length of 59.54 feet to an iron rod for the end of said circular curve to the right;  
THENCE: South 72° 10' 50" West a distance of 40.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of North 17° 49' 10" West, a central angle of 90° 00' 00", a radius of 20.00 feet, a tangent length of 20.00 feet and an arc length of 31.42 feet to an iron rod for the point of tangency;  
THENCE: South 72° 10' 50" West a distance of 70.00 feet to an iron rod for a corner;  
THENCE: South 17° 49' 10" East a distance of 59.69 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 14° 24' 19", a radius of 70.00 feet, a tangent length of 8.85 feet and an arc length of 17.60 feet to an iron rod for the point of tangency;  
THENCE: South 32° 13' 39" East a distance of 106.37 feet to an iron rod for a corner;  
THENCE: South 49° 35' 21" West a distance of 207.46 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet and an arc length of 40.84 feet to an iron rod for the point of tangency;  
THENCE: South 40° 24' 39" East a distance of 9.86 feet to an iron rod for a corner;  
THENCE: South 46° 24' 39" East a distance of 201.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of South 51° 49' 39" East, a central angle of 78° 35' 00", a radius of 30.22 feet, a tangent length of 24.73 feet, and an arc length of 41.45 feet to an iron rod for the point of tangency;  
THENCE: North 49° 35' 21" East a distance of 11.09 feet to an iron rod for a corner;  
THENCE: South 40° 24' 39" East a distance of 20.00 feet to an iron rod in a circular curve to the left;  
THENCE: Along said circular curve to the left having a beginning tangent bearing of South 49° 35' 21" West, a central angle of 101° 25' 00", a radius of 26.00 feet, a tangent length of 31.78 feet and an arc length of 46.02 feet to an iron rod for the point of tangency;  
THENCE: South 51° 49' 39" East a distance of 107.62 feet to an iron rod for the beginning of a circular curve to the right;  
THENCE: Along said circular curve to the right having a central angle of 11° 25' 00", a radius of 310.00 feet, a tangent length of 30.99 feet and an arc length of 61.77 feet to an iron rod for the point of tangency;  
THENCE: South 40° 24' 39" East a distance of 36.00 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 26.00 feet, a tangent length of 26.00 feet and an arc length of 40.84 feet to an iron rod for the end of said circular curve to the left;  
THENCE: South 40° 24' 39" East a distance of 20.00 feet to an iron rod for a corner;  
THENCE: South 49° 35' 21" West a distance of 136.00 feet to an iron rod for a corner;  
THENCE: South 40° 24' 39" East a distance of 350.00 feet to an iron rod for the beginning of a circular curve to the left;  
THENCE: Along said circular curve to the left having a central angle of 90° 00' 00", a radius of 20.00 feet, a tangent length of 20.00 feet and an arc length of 31.42 feet to an iron rod for the end of said circular curve to the left;  
THENCE: South 40° 24' 39" East a distance of 40.00 feet to an iron rod for a corner on the said Northwest line of M.K. & T. Railroad R.O.W.;  
THENCE: South 49° 35' 21" West along said Northwest line a distance of 490.00 feet to the Point of Beginning and Containing 21.6079 Acres (941,242 Square Feet) of Land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT Sheffield Development, being the owner of said tract, does hereby adopt this plat designating the hereinabove described property as TURTLE COVE, an addition to the City of Rockwall, Rockwall County, Texas, and does hereby reserve all rights of the premises to the exclusion of the public, except as described otherwise herein, reserving such rights to the Sheffield Development, its successors and assigns, and further reserving its private easement for itself, its successors and assigns, at all time hereafter for ingress and egress to and from the herein described tract. Any and all private roads constructed on said property shall not be construed as a grant to the public, but to the contrary, as private ways reserved unto Sheffield Development, its successors and assigns. Provided, however, all private roads, common areas, and/or utility easements are hereby dedicated for mutual use and accommodation of all public utilities and government agencies desiring to use or using same. No buildings shall be constructed or placed upon, over or across the utility easements as described herein. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance, or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in this subdivision.

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, and storm sewers, all according to the specifications of the City of Rockwall.

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability of water for personal use and fire protection within such plat.

WITNESS MY HAND at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

GARY SHEFFIELD

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Gary Sheffield.

Notary Public

Commission expires \_\_\_\_\_

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Harold L. Evans.

Notary Public

Commission expires \_\_\_\_\_

RECOMMENDED FOR FINAL APPROVAL

City Manager

Date: \_\_\_\_\_

APPROVED

Chairman, Planning and Zoning Commission

Date: \_\_\_\_\_

I hereby certify that the above and foregoing plat of TURTLE COVE, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Mayor, City of Rockwall

City Secretary, City of Rockwall

2  
15

HAROLD L. EVANS  
CONSULTING ENGINEER  
2331 GUS THOMASSON RD. SUITE 102  
DALLAS, TEXAS 75228  
PHONE (214) 328-8133  
SCALE DATE JOB NO.  
NONE 3-11-85 84298

TURTLE COVE  
E.P. GAINES CHISUM SURVEY ~ ABST. NO. 64  
ROCKWALL COUNTY, TEXAS  
SHEFFIELD DEVELOPMENT  
1340 S. Main, Suite 120 Grapevine, Texas 76051  
OWNER  
(817) 481-7966

# FREESE AND NICHOLS, INC.

CONSULTING ENGINEERS AND PLANNERS

SIMON W. FREESE, P.E.  
JAMES R. NICHOLS, P.E.  
ROBERT L. NICHOLS, P.E.  
LEE B. FREESE, P.E.  
ROBERT S. GOOCH, P.E.  
JOE PAUL JONES, P.E.  
ROBERT A. THOMPSON III, P.E.  
JOHN H. COOK, P.E.  
T. ANTHONY REID, P.E.  
GARY N. REEVES, P.E.

JOE B. MAPES, P.E.  
W. ERNEST CLEMENT, P.E.  
ELVIN C. COPELAND, P.E.  
LEO A. DOTSON, P.E.  
JERRY L. FLEMING, P.E.  
DAVID R. GATTIS  
A. LEE HEAD, P.E.  
JOHN L. JONES, P.E.  
RONNIE M. LEMONS, P.E.  
MICHAEL G. MORRISON, P.E.  
C. DIANE PALMER, P.E.  
ROBERT F. PENCE, P.E.

March 21, 1985

Mr. William R. Eisen  
City Manager  
City of Rockwall  
205 West Rusk  
Rockwall, TX 75087

RE: First Review  
Turtle Cove  
ROK 85824

Dear Mr. Eisen:

We have received the plans for the referenced project and have completed the first review. We offer the following comments regarding compliance with the City of Rockwall's Standards for Design and good engineering practice.

## PLAT COMMENTS

1. Drainage easements in Blocks B and C need to be added as shown on the review plans.
2. Curve data indicate centerline radii less than the required 150 foot minimum as shown in the Standards for Design.
3. Street names should be shown on the plat.

## PAVING COMMENTS

1. Water, sanitary sewer, and storm drainage pipelines should be indicated in the plans and profile.
2. Several locations on the plans indicate vertical curves that do not comply with minimum lengths shown in the Standards of Design. Vertical curves should be provided at all locations where the algebraic difference is greater than one (1%) percent.
3. Curb return radii should be indicated at all locations of intersections.

4. At locations where streets dead-end, a temporary turn around or barricade should be provided. Barricades should be installed at all locations where alleys dead-end.

#### DRAINAGE COMMENTS

1. The 100-year floodplain limit should be indicated on the drainage plan.
2. Although this development is a proposed single family project, this type of residential area is more dense than normal residential areas. The run-off coefficient for single family residential areas that are less than one acre is 0.5 and is 0.75 for multi-family areas. A development of this nature may require a coefficient of 0.6.
3. The RCP designated as line "A" should be designed according to a  $Q_{25}$  run-off amount because storm drainage pipeline "C" does not appear to be sized according to the appropriate run-off quantities. Plans indicate approximately 28 cfs for this pipeline. Design calculations should be provided for all inlets.
4. All utilities crossing storm drainage pipelines should be indicated in the plans and profiles.

#### SANITARY SEWER COMMENTS

1. Distances of separation should be indicated on plans or profiles at all locations where water and sanitary sewer pipelines cross or parallel.
2. Less than 2-feet of cover is shown over the sanitary sewer on Line "B" at the ditch location indicated. Sanitary sewers should be protected at locations where less than minimum cover is provided.
3. The existing sanitary sewer lift station should be noted on the plans, and the capacity of the lift station and force main should be evaluated. No wastewater flow data has been provided.



Mr. William R. Eisen  
March 21, 1985  
Page 3

WATER SYSTEM COMMENTS

1. We recommend that the proposed 8-inch water pipeline be looped to the existing 12-inch pipeline.

Upon the City of Rockwall's review and acceptance of these comments offered herein, we would recommend that the Developer provide corrections and additions to the plans as noted. Our recommendations do not in any way relieve the Developer or his agent from responsibility and compliance with the City of Rockwall's Standards for Design and good engineering practice.

Please contact us if you have any questions or if we can be of further assistance.

Sincerely,

FREESE AND NICHOLS, INC.



T. Anthony Reid, P.E.

TAR/DCB:dd

xc: Ed Heath  
R. L. Nichols

CANTERBURY, STUBER, ELDER & GOOCH

ATTORNEYS AND COUNSELORS  
800 MURRAY FINANCIAL CENTER  
5550 LBJ FREEWAY  
DALLAS, TEXAS 75240

CHARLES W. STUBER

TELEPHONE  
(214) 239-7493

April 10, 1985

Ms. Karen Martin  
City of Rockwall  
205 West Rusk  
Rockwall, Texas 75087

Re: Turtle Cove Subdivision; Sheffield/Atkinson Joint Venture No. 1

Dear Ms. Martin:

Enclosed is an original and one copy of a draft of the Restrictions and Declarations for the Turtle Cove Subdivision which have been prepared in connection with the development of that project by Sheffield/Atkinson Joint Venture No. 1.

Gary Sheffield has discussed generally these Deed Restrictions with you and, in connection with the final approval of the plat for the subdivision, the draft of these covenants are submitted for your review. If you or any member of the staff have any questions regarding the content of the enclosed Covenants and Restrictions, please feel free to contact me.

Yours very truly,



Charles W. Stuber

CWS:tg  
Enclosures

cc: Gary D. Sheffield

Ed Heath

# FREESE AND NICHOLS, INC.

CONSULTING ENGINEERS AND PLANNERS

SIMON W. FREESE, P.E.  
JAMES R. NICHOLS, P.E.  
ROBERT L. NICHOLS, P.E.  
LEE B. FREESE, P.E.  
ROBERT S. GOOCH, P.E.  
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T. ANTHONY REID, P.E.  
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JOE B. MAPES, P.E.  
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LEO A. DOTSON, P.E.  
JERRY L. FLEMING, P.E.  
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A. LEE HEAD, P.E.  
JOHN L. JONES, P.E.  
RONNIE M. LEMONS, P.E.  
MICHAEL G. MORRISON, P.E.  
C. DIANE PALMER, P.E.  
ROBERT F. PENCE, P.E.

April 25, 1985

Mr. William R. Eisen  
City Manager  
City of Rockwall  
205 West Rusk  
Rockwall, TX 75087

RE: Second Review  
Turtle Cove  
ROK85824

Dear Mr. Eisen:

We have received the plans for the referenced project and have completed the second review. We offer the following comments regarding compliance with the City of Rockwall's Standards for Design and good engineering practice:

### PLAT COMMENTS

1. Drainage easements in Block C need to be added as shown on the review plans.
2. Curve data indicates centerline radii less than the required 150 foot minimum as shown in the Standards for Design.

### PAVING COMMENTS

1. Water, sanitary sewer, and storm drainage pipelines should be indicated in the profiles.
2. Several locations on the plans indicate vertical curves that do not comply with minimum lengths shown in the Standards of Design. Vertical curves should be provided at all locations where the algebraic difference is greater than one (1%) percent.

### DRAINAGE COMMENTS

1. Although this development is a proposed single family project, this type of residential area is more dense than normal residential areas. The run-off coefficient for

Mr. William R. Eisen  
April 25, 1985  
Page 2

single family residential areas that are less than one acre is 0.5 and is 0.75 for multi-family areas. A development of this nature may require a coefficient of 0.6.

2. All utilities crossing storm drainage pipelines should be indicated in the plans and profiles.
3. Plan and profile details of the storm sewer system on Turtle Cove Boulevard south of the M. K. & T. Railroad should be included.

SANITARY SEWER COMMENTS

1. Less than two feet of cover is shown over the sanitary sewer on Line "B" at the ditch location indicated. Sanitary sewers should be protected at locations where less than minimum cover is provided.
2. The capacity of the lift station and force main should be evaluated.

Upon the City of Rockwall's review and acceptance of these comments offered herein, we would recommend that the Developer provide corrections and additions to the plans as noted. Our recommendations do not in any way relieve the Developer or his agent from responsibility and compliance with the City of Rockwall's Standards for Design and good engineering practice.

Please contact us if you have any questions or if we can be of further assistance.

Sincerely,

FREESE AND NICHOLS, INC.



C. Diane Palmer, P.E.

CDP/TDP:dd

xc: Ed Heath  
R. L. Nichols

TO  
Diane Palmer  
Freese & Nichols  
Centerpoint Two, Suite 320  
616 Six Flags Drive  
Arlington, Tx. 76011

FROM  
**CITY OF ROCKWALL**  
205 West Rusk Street  
ROCKWALL, TEXAS 75087-3628  
(214) 722-1111 • Dallas 226-7885

SUBJECT  
Turtle Cove Ph. 1

MESSAGE:  
-

Attached are two copies of Turtle Cove, Phase 1. This is scheduled for the Planing Commission on April 11th.

Karen Martin

ORIGINATOR-DO NOT WRITE BELOW THIS LINE      REPLY TO →      SIGNED  
REPLY

*Karen*

*Received 3/14/85.  
Will return by 3/22/85*

DATE      3/14/85      SIGNED      C. Diane Palmer

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

RM-858-3

RETURN TO ORIGINATOR

TO  
Gary Sheffield  
Sheffield Development  
1340 S. Main Ste 120  
Grapevine, Texas 76051

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

SUBJECT      Turtle Cove      DATE      March 15, 1985

MESSAGE:  
- We have received the plat, engineering plans, and amenity plan for the above project. Please submit the completed application and filing fee of \$605.00 immediately to continue the review process.  
Also, please submit two additional copies of the approved site plan and close-up of the patio home layouts.

cc: Harold Evans

ORIGINATOR-DO NOT WRITE BELOW THIS LINE      REPLY TO →      SIGNED      Karen Martin

*Karen Martin*

DATE      SIGNED

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

RM-858-3

ORIGINATOR'S COPY

ORIGINATOR DETACH AND FILE FOR FOLLOW UP

**CITY OF ROCKWALL**  
205 West Rusk Street  
ROCKWALL, TEXAS 75087-3628  
(214) 722-1111 — Dallas 226-7885

**TO:** Sheffield Development  
13405 South Main St.  
Suite 120  
Grapevine, Texas 76051

April 16, 1985

Re: Turtle Cove Final Plat

On April 11, 1985, the Planning and Zoning Commission recommended approval of your final plat subject to engineering. The plat will be scheduled for the City Council on May 6, 1985.

CC: Harold Evans

*Karen Martin*  
Karen Martin

DUPLICATE

<b>TO</b> Sheffield Development 1340 S. Main, Suite 120 Grapevine, Texas 76051	<b>FROM</b> <b>CITY OF ROCKWALL</b> 205 West Rusk Street ROCKWALL, TEXAS 75087-3628 (214) 722-1111 • Dallas 226-7885
<b>SUBJECT</b> Turtle Cove, Ph.1	<b>DATE</b> May 9, 1985
<b>MESSAGE:</b> — On May 6, 1985 the City Council approved your final plat with a temporary all-weather access to Lakeside Village and subject to resolving the engineering question on the sewer lift station with City Staff and engineers.  Two mylars and ten copies of the plat must be signed and one copy filed with the County Clerk by June 5, 1985 or the plat will be void.  <b>cc: Harold Evans</b>	
<small>ORIGINATOR-DO NOT WRITE BELOW THIS LINE</small>	<b>REPLY TO</b> → <b>SIGNED</b> <i>Karen Martin</i>
<b>REPLY</b>	
<b>DATE</b>	<b>SIGNED</b>

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

CITY OF ROCKWALL  
205 West Rusk Street  
ROCKWALL, TEXAS 75087-3628  
(214) 722-1111 — Dallas 226-7885

TO: ■ Gary Sheffield ■  
■ Sheffield Development ■  
■ 1340 S. Main Suite 120 ■  
■ Grapevine, Texas 76051 ■

> Subject: Turtle Cove Phase 1 plat

Staff and P&Z Comments:

1. Add 15 ft. utility easement along Dallas takeline
2. Label zero lot line side of each lot and 10 ft. access easement on each lot
3. Label 100 ft. railroad right-of-way
4. Remove "Estates" from Lake Ridge Park
5. Remove street dedication
6. Change to City Manager signature
7. Add street names
8. Add dimensions to cabana parking lot--24 ft. entry and drive, 9 ft by 18 ft spaces

cc: Harold Evans

*Karen Martin*  
Karen Martin

DUPLICATE

CITY OF ROCKWALL  
205 West Rusk Street  
ROCKWALL, TEXAS 75087-3628  
(214) 722-1111 — Dallas 226-7885

TO: ■ Harold Evans ■  
■ P O Box 28355 ■  
■ Dallas, Tx. 75228 ■  
■ ■

> Subject: Turtle Cove final plat

Staff questions on revised plat:

1. Which is zero lot line for Lot 16, Block B?
2. Lot 1, Block A and Lot 1, Block E should not have zero lot line designation. They can only build to side setback shown, not property line as implied by zero lot line.

Please address these comments on plats given to staff for distribution to City Council.

*Karen Martin*  
Karen Martin

DUPLICATE

DECLARATION OF COVENANTS AND RESTRICTIONS  
TURTLE COVE  
(A Residential Subdivision)

STATE OF TEXAS )  
 )  
COUNTY OF ROCKWALL )

THIS DECLARATION is made on the date hereinafter set forth by SHEFFIELD/ATKINSON JOINT VENTURE NO. 1, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article III of this Declaration and desires to create thereon a residential community with designated "Lots", "Common Properties" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties and Common Facilities, and, to this end, desires to subject the real property described in Article III, together with such additions as may hereafter be made thereto (as provided in Article III), to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is, and all of which are, for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to TURTLE COVE COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns.
- (b) "The Subdivision" shall mean and refer to Turtle Cove subdivision, and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities) brought within the plan of The Declaration.
- (c) "The Properties" shall mean and refer to the properties described in Article III hereof, which are subject to This Declaration.
- (d) "Subdivision Plat" shall mean and refer to the plat of Turtle Cove subdivision recorded in the Deed Records of Rockwall County, Texas, (or any subsequently recorded plat or replat thereof).



- (e) "Lot" and/or "Lots" shall mean and refer to each of the lots shown upon the Subdivision Plat. References herein to "the Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined respectively in The Declaration and all Supplemental Declarations.
- (f) "Living Unit" shall mean and refer to any single-family residential unit, including, without limitation, patio homes, townhouses, rowhouses, and condominium units, located on property which has been brought within the plat of This Declaration. References to Living Units herein shall not be deemed to permit the use of any Lot in The Properties for any purpose other than single-family residential purposes. References herein to "the Living Units in The Subdivision" shall mean and refer to Living Units as defined respectively in The Declaration and all Supplemental Declarations.
- (g) "Common Properties" shall mean and refer to all those areas of land within The Properties as shown on the Subdivision Plat, except the Lots shown thereon, together with such other property as the Association may, at any time, or from time to time, acquire by purchase or otherwise (which may include, without limitation, all or a portion of any Lot or Lots in The Subdivision) subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof, and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties in The Subdivision" shall mean and refer to Common Properties as defined respectively in The Declaration and all Supplemental Declarations.
- (h) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners in The Subdivision constructed on portions of one or more Lots in The Subdivision or on acreage owned by Declarant (or Declarant and others), which is not a part of the Common Properties in The Subdivision. By way of illustration, Common Facilities may include, but not necessarily be limited to the following: structures for recreation, storage, or protection of equipment; fountains; statuary; sidewalks; common driveways; alleys; streets; landscaping; swimming pools; tennis courts and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in The Declaration and all Supplemental Declarations.
- (i) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions, or any restatement thereof, and/or amendment or correction thereof, bringing additional property within the plan of The Declaration under the authority provided in The Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.
- (j) "Owner" shall mean and refer to the record owner, or if such Lot is subject to a term purchase contract with Declarant (or Declarant's affiliated or subsidiary entity), to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in The Subdivision" shall mean and refer to owners as defined in The

Declaration and all Supplemental Declarations. In one or more Supplemental Declarations, if appropriate, "Owner" may be defined by reference to ownership of a Living Unit, in addition to or rather than by reference to ownership of a Lot.

- (k) "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4 of The Declaration, together with all the Owners in The Subdivision who are members of the Association as provided in all Supplemental Declarations. In one or more Supplemental Declarations, if appropriate, "Member" may mean and refer to an Owner of a Living Unit, and the voting rights of such Member shall relate to his ownership of such Living Unit.

## ARTICLE II

### Easements

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets, alleys and easements shown thereon and provided for therein, and such Subdivision Plat further establishes dedications, limitations, reservations, and restrictions applicable to The Properties. All dedications, limitations, restrictions and reservations shown on or provided for in the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant affecting The Properties are incorporated herein by reference and made a part of this Supplemental Declaration for all purposes, as if fully set forth herein, and, insofar as each shall be applicable, shall be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Declarant conveying any part of The Properties.

Section 2. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadway, alleyway or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot, or any other portion of The Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 3. Easement for Installation and Maintenance. There is hereby created an easement upon, across, over and under all of The Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all streets, alleys and utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under The Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on The Properties until approved by Declarant and the Association's Board of Trustees. The utility companies furnishing service shall have the right to remove all trees situated with the utility easements from time to time existing, and to trim overhanging trees and shrubs located on portions of The Properties abutting such easements.

Section 4. Access Easements. There are hereby created perpetual easements of access over and across each Lot in The Subdivision for the purposes of construction, reconstruction, refinishing, repair, maintenance,

or alteration of the wall of the residence on the adjoining Lot if such wall is situated on the Zero Lot Line (as such term is defined in Article VIII, Section 7 hereof). Such easements shall have a width of five feet (5') and shall be along and adjacent to said Zero Lot Line, and shall be for the exclusive use of the Owner of the Lot upon which said residence is situated, his agents and other persons performing such construction, reconstructions, refinishing, repair, maintenance, or alteration at the special instance and request of such Owner. This access easement shall be permitted only upon fifteen (15) days' written notice to the Owner of the Lot burdened by such easement, and then only at such times, during such hour, and in such manner so as to not unreasonably interfere with said owner's use and enjoyment of his Lot and residence. Any damage to the Lot burdened by said easements, or to any fencing or other property of the Owner of said Lot, or to any building situated on said Lot, which occurs as a result of the use of such easement by the beneficiary thereof, his employees, agents or contractors, shall be immediately caused to be repaired and restored to the condition thereof prior to such damage by the Owner causing such damage.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, security, fire protection, ambulance and other emergency vehicles, garbage and trash collection vehicles, postal service employees and other service vehicles to enter upon The Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter upon The Properties to render any service or perform any of its functions.

Section 6. Surface Areas. The surface of easement areas may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area. Further, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by the, or either of the, or their respective agents, employees, servants or assigns, to any sidewalks, driveways, fences, walls or any other object occupying any such easement or any portion thereof, as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

### ARTICLE III

#### Property Subject to This Declaration

Section 1. Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the following:

See Exhibit "A"

all of which real property is sometimes hereinafter referred to as the "Existing Property."

Section 2. Mineral Exception. There is hereby excepted from The Properties and Declarant will hereafter except from all its sales and conveyances of The Properties, or any part thereof, including the Lots and Common Properties, all oil, gas and other minerals in, on and under The Properties, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for development of oil, gas and other minerals.

Section 3. Additions to Existing Property. Additional lands may become subject to the plan of The Declaration in the following manner:

- (a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the plan of The Declaration additional properties in future stages of the development (including, without limitation, subsequent Sections of Turtle Cove and all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities), in its sole discretion any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the plan of the covenants and restrictions of The Declaration to such property and the execution thereof by Declarant shall constitute all requisite evidence of the required approval thereof. Such Supplemental Declaration must impose an annual maintenance charge and assessment on the property covered thereby, on a uniform basis, substantially equivalent to the maintenance charge and assessment imposed by The Declaration (which uniform basis may be related to Lots or Living Units, as may be appropriate) and may contain such complementary additions and/or modifications of the covenants and restrictions contained in The Declaration as may be applicable to the additional lands. Depending on the manner in which such additional lands are developed ultimately, the services provided by the Association which relate to the several Sections (or portions thereof) in The Subdivision, and/or the extent to which owners in the several Sections (or portions thereof) in The Subdivision make use of the Common Properties and Common Facilities in The Subdivision, may vary in value or in kind. Therefore, the Declarant, in its discretion and considering such facts as it deems pertinent relative to the relationship of the Association and the Common Properties and Common Facilities in The Subdivision to such additional lands and the Owners therein, may approve Supplemental Declarations providing for maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from that provided for in The Declaration or other Supplemental Declarations.
- (b) Other Additions. Upon the approval of the Board of Trustees of the Association, in its sole discretion, the owner of any property who desires to add it to the plan of The Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.
- (c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the respective covenants and restrictions applicable to the properties of the merging or consolidating associations as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by The Declaration or any Supplemental Declaration.

#### ARTICLE IV

##### The Association

Section 1. Organization. The Declarant shall cause to be organized and formed a non-profit corporation under the laws of the State of Texas which shall hereafter be referred to as the "Association."

Section 2. Purpose. The purpose of the Association in general is to provide for and promote the health, safety and welfare of the Members, to

collect the annual maintenance charges, to administer the Maintenance Fund (as that term is hereinafter defined), to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Common Facilities in The Subdivision and such other purposes as are stated in its Articles of Incorporation consistent with the provisions of The Declaration and all Supplemental Declarations.

Section 3. Trustees. The Association shall act through a Board of Trustees, which shall have not less than three (3) members and not more than five (5) members, which shall manage the affairs of the Association. Declarant shall designate the number of members on the Board of Trustees and, in the absence of such a designation, the number shall be three (3). The initial Trustees of the Association shall be selected by Declarant and shall serve for an initial term of five (5) years and, thereafter, until his successor is duly elected and qualified. After the expiration of the term of the initial Trustees, the Members shall elect a Board of Trustees as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the initial five (5) year term shall be filled by appointment made by Declarant. The person appointed to fill such vacancy shall serve for the remainder of the initial five (5) year term and until his successor is duly elected and qualified. The Trustees shall have the power to select one or more advisory trustees from the residents of The Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot or a Living Unit in The Subdivision shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot or Living Unit in The Subdivision and may not be separated from such ownership. Whenever the legal ownership of any Lot or Living Unit in The Subdivision passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot or Living Unit in The Subdivision in which they hold the interest required for membership by The Declaration or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot or Living Unit, all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to twelve (12) votes for each Lot or Living Unit in The Subdivision in which it holds the interest required for membership by The Declaration or any Supplemental Declaration; provided that the Class B membership shall cease and become converted to Class A membership on the happening of whichever occurs earlier:

(a) When 90% of the Lots in the Subdivision have been sold.

(b) On January 1, 1995.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot or Living Unit in The Subdivision in which it holds the interest required for membership by The

Declaration or any Supplemental Declaration.

Section 6. Title to Common Properties. The Declarant may retain the legal title to the Common Properties and Common Facilities in The Subdivision until such time as it has completed improvements thereon and until such time as, in the sole opinion of the Declarant, the Association is able to operate and maintain the same. Until title to such Common Properties and Common Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges related to such Common Properties and Common Facilities granted to the Association in The Declaration and all Supplemental Declarations.

#### ARTICLE V

##### Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in The Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot or Living Unit in The Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in its discretion, to charge reasonable admission and other fees (including, without limitation, user fees or guest fees) for the use of the recreational facilities located on all Common Properties in The Subdivision, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of such Common Properties and Common Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Common Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Common Facilities or any part thereof at the same time; and
- (b) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any service to The Subdivision or any part thereof; and
- (c) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to The Subdivision or any part thereof; and
- (d) The right of the Association to convey or dedicate such portions of such Common Properties as its Board of Trustees may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety and welfare of the Members; and
- (e) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Common Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Properties; the right of the Association to enter lease agreements or concession

agreements granting leasehold, concession or other operating rights relative to recreational facilities located on such Common Properties in such instances and on such terms as its Board of Trustees may deem appropriate; and

- (f) The right of the Association to suspend the voting rights of a Member or his right to use any recreational facility located on such Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot or Living Unit; and to suspend such rights for a period not to exceed sixty (60) days from any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in The Declaration and all Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction; and
- (g) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II of The Declaration and all Supplemental Declarations; and
- (h) The restrictions as to use of the Common Properties provided for in Article IX hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Common Facilities in The Subdivision, together with all easement rights granted to Members in The Declaration and all Supplemental Declarations, to the members of his family, his tenants, contract purchasers who reside on his Lot or in his Living Unit, or, subject to the terms of Section 2 (a) above, to guests temporarily occupying a Living Unit or a residence situated on a Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution or by any legal process, or by operation of law, or in any other legal manner.

## ARTICLE VI

### Annual Maintenance Charge

Section 1. The Maintenance Fund. All funds collected by the Association from the maintenance charge provided for in this Article, together with all funds collected by the Association from the annual maintenance charge imposed on the Lots or Living Units in The Subdivision by This Declaration and all other supplemental Declarations, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, safety, recreation and welfare of the Members, including, without limitation, the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in The Subdivision, and any other areas provided by This Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, streets, alleys, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Members.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in The Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities), but which then has not been brought within the plan of The Declaration under the authority provided therein, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, beautification, improvement or replacement of

such Common Facilities as its Board of Trustees shall determine, in its sole discretion. Further, if all or any such Common Facilities situated on property then not subject to the plan of The Declaration also are for the use and benefit of such Common Facilities (or their designee), in such instances and on such terms as its Board of Trustees may deem appropriate and acceptable, obligating the Association to contribute from the Maintenance Fund, a ratable portion of the amounts necessary from time to time to provide for the repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities, and providing for other agreements relative to the use and enjoyment of such Common Facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

The Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Board of Trustees of the Association in good faith shall be binding and conclusive on all Members.

In the event Declarant shall operate any Common Facility in The Subdivision, or such Common Facility shall be operated by another on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant or such other party in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all costs actually incurred by Declarant or such other party in maintaining and operating such Common Facility in excess of the actual gross proceeds realized from such operation, as such costs are incurred, to the extent that the balance of the Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes allocable to the common Properties and Common facilities in The Subdivision and accrued subsequent to the recordation of the plats covering the respective Sections of The Subdivision in which such Common Properties and Common Facilities are situated, and prior to the date on which title to such Common Properties and Common Facilities is conveyed to the Association by Declarant, which have been actually paid by Declarant.

Section 2. Covenant for Assessments. Subject to the provisions set forth below in Sections 3 and 4 relating to the rate at which the maintenance charge imposed herein shall be paid on unimproved Lots, each and every Lot in The Properties is hereby severally subjected to the impressed with a regular annual maintenance charge (herein sometimes referred to as the "full maintenance charge"), of \$50.00 per month per Lot, which shall run with the land and is subject to increase or decrease and is payable as provided in Section 5 below.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay the Association, its successors or assigns, each and all of the charges assessed against his Lot and/or assessed against him by virtue of his ownership, as the same shall become due and payable, without demand. The maintenance charge herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Such maintenance charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time the obligation to pay such maintenance charge accrued. No Member shall be exempt or excused from paying any such charge by waiver of the use or enjoyment of the Common Properties or Common Facilities in The Subdivision, or any part thereof, or by abandonment of his Lot or his interest therein.



Section 3. Unimproved Lots Owned by Declarant or Builders. Declarant and builders shall pay twenty percent (20%) of the then existing full maintenance charge assessed for each Lot owned by them, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the maintenance charge on such Lot has been prepaid at twenty percent (20%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge comes applicable to such Lot, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date and full maintenance charge becomes applicable, as herein provided, that prorata portion of eight percent (80%) of such full maintenance charge then assessed, which bear the same ratio to eighty percent (80%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each builder to notify the Association at the time a residence on a Lot has been substantially completed or permitted to be occupied. The term "substantial completion" as used in this Declaration shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. The term "builder", for the purposes of this Declaration, is defined as any person, firm, corporation, or other entity who or which is engaged in the business of building residential structures for sale or rental purposes, and not for his or its personal use or occupancy.

Section 4. Unimproved Lots Owned by Owners Other Than Declarant and Builders. Owners of unimproved Lots other than Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge assessed for each Lot owned by the, until a residential structure has been completed thereon and has been occupied. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the annual maintenance charge on such Lot has been prepaid at fifty percent (50%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge becomes applicable, as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable, as herein provided, that prorata portion of fifty percent (50%) of such full maintenance charge which shall bear the same ratio to fifty percent (50%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each such Owner to notify the Association at the time such residential structure has been completed and occupied.

Section 5. The Annual Maintenance Charge. The annual maintenance charge provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year in which it is assessed and shall be payable on the day fixed for commencement, or in equal monthly, quarterly or semi-annual installments over the balance of the year, at the election of the Board of Trustees of the Association. The assessments for each calendar year after the first year shall be due and payable to the Association in advance on January 1st of each year, or in equal monthly, quarterly or semi-annual installments over such year, at the election of the Board of Trustees of the Association. Provided, however, that, upon the purchase of his Lot (as evidenced by the date of his term Contract of Sale or Deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association that prorata part of the applicable percentage (a determined pursuant to the terms hereof) of the full maintenance charge assessed on such Lot, which shall bear the same ratio to the applicable percentage of the full maintenance charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable in full upon such purchase or in equal monthly, quarterly or semi-annual intallments over the balance of the year of purchase, as the

Board of Trustees of the Association may elect.

The Board of Trustees of the Association may decrease or increase the amount of the annual maintenance charge provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge shall become effective prior to the expiration of ninety (90) days from the date of its adoption, and the Owner of each Lot subject to such assessment shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Trustees which fixes the amount of the annual maintenance charge in excess of \$1,800.00 per year, or in excess of the annual maintenance charge for such Lots last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the Lots and Living Units in The Subdivision which are then subject to the annual maintenance charge, if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge shall take effect retroactively.

If any resolution of the Board of Trustees which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the annual maintenance charge last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Trustees may decrease the amount of the annual maintenance charge without ratification by or assent of the Members of the Association.

Section 6. Quorum for any Action Authorized Under Section 5. The quorum required for any action authorized by Section 5 hereof shall be as follows:

At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Members, or of written proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement of each assessment period, and the amount of the assessment against each Lot for each assessment period, at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, within sixty (60) days following the date of payment thereof, furnish to any Owner liable for said assessment a certificate acknowledging payment of said assessment. Further, upon demand at any time, the Association shall furnish to any such Owner a certificate setting forth the date to which such assessment has been paid, and stating the amount of any delinquency. Such certificate shall be in writing and signed by an officer of the Association, and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Liens to Secure Assessments. The annual maintenance charge,

as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

(a) All liens for taxes or special assessments levied by the City, County and State governments, or any political subdivision or special district thereof, and

(b) All liens securing amounts due or to become due under any term Contract of Sale dated, or any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable, and

(c) All liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an owner for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay such maintenance charge which becomes due prior to such foreclosure be extinguished by any foreclosure.

Section 9. Effect of Non-Payment of Assessment. If any annual charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than fifteen percent (15%) of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 10. Collection and Enforcement. Each member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agent, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

#### ARTICLE VII LAND USE RESTRICTIONS

The following restrictions shall apply to all Lots and improvements thereon within the Subdivision:

(a) Area requirements:

1. Minimum Lot Area 4,500 sq. ft.

- |     |  |  |
|-----|--|--|
| 2.  | Maximum Living Units per Lot   | 1  |
| 3.  | Minimum Lot width  | 50 ft.                                   |
| 4.  | Minimum Lot depth  |  |
|     | (a) Rear entry   | 90 ft.                                   |
|     | (b) Front entry  | 100 ft.                                  |
| 5.  | Minimum front setback  |  |
|     | (a) Rear entry   | 10 ft.                                   |
|     | (b) Front entry  | 20 ft.                                   |
| 6.  | Minimum rear setback   | 10 ft.                                   |
| 7.  | Minimum side setback   |  |
|     | (a) On "zero" lot side   | 0 ft.                                    |
|     | (b) On opposite side   | 10 ft.                                   |
|     | (c) Adjoining street   | 15 ft.                                   |
| 8.  | Minimum length rear drive from nearest edge of alley pavement to garage floor slab | 18 ft.                                   |
| 9.  | Minimum width rear drive   | 18 ft.                                   |
| 10. | Maximum height   | 2 stories, 28 ft.                        |
| 11. | Off street parking in addition to garage   |  |
|     | (a) Houses   | 2 per unit, minimum area 18 ft. x 18 ft. |
|     | (b) Cluster areas  | 62                                       |
|     | (c) Recreation complex   | 1 per 100 sq. ft. of floor area          |
| 12. | Minimum masonry facade   | 75%                                      |

(b) General requirements:

1. On street parking to be restricted to only one side of the street to be designated by the Architectural Control Committee where rear entry houses face each other.
2. Electric door openers are required on all garage doors.
3. All Common Areas and all Lots shall be provided with automatic water sprinkler systems.
4. All Lots to be located above the 100 year flood line.
5. No motorized vehicles, bicycles or other form of transportation shall be used in or drive or ride across the Common Areas (other than the streets and alleys) without specific authority from the Declarant.
6. No boats, motor homes, trailers, busses, recreational vehicles of any type, trucks over 3/4 ton in size or motorcycles may be parked on any street or alley or located

on any driveway or Lot unless completely enclosed by a structure which conforms to all building code requirements as well as these covenants. Any vehicles in violation of this provision will be towed away without notice at the owner's expense.

7. All property lying between the waterline of Lake Ray Hubbard and the property line of the Subdivision (as it now exists and as it may in the future exist) shall be maintained and improved by and at the expense of the Association.

#### ARTICLE VIII

##### Architectural Control Committee

##### Section 1. Approval of Plans.

- (a) No building, structure, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee constituted as provided herein. Each application made to the Architectural Control Committee for the approval required by this Section 1 shall be accompanied by two sets of plans and specifications, which submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, exterior color scheme, materials to be incorporated into, and all dimensions and location of the proposed improvements or alterations thereto and the location of all driveways and curb cuts. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in The Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any Lot. It also shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of the residential structure with respect to garage access and major entry and frontage. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of The Properties.
- (b) The Architectural Control Committee shall have the power and authority to create additional building setback lines on the Lots, alter and amend the building setback lines on the Lots which are

created herein or may be created pursuant hereto, and alter and amend requirements as to design of buildings and materials to be used in the construction thereof for any Lot or Lots, provided that such authority shall be exercised for the purpose of harmonizing and making aesthetically attractive The Properties or the portion of The Properties in which the Lots so affected are located, as such matters may be determined in the good faith judgment of the Architectural Control Committee.

- (c) The Architectural Control Committee or its duly appointed agent or designee may enter upon and inspect any Lot and any Improvements or structures being constructed thereon at any time during the construction thereof to ascertain whether any such improvements or structures are being constructed in such a manner so as to (i) fully comply with the provisions of this Declaration and any minimum construction or design requirements imposed by the Architectural Control Committee, and (ii) comply in all material respects to the plans and specifications previously approved by the Architectural Control Committee. Each and every Owner by acceptance of conveyance of the applicable Lot shall be deemed to have granted to the Architectural Control Committee and its appointed agent or designee an easement across said Lot to enable the inspections authorized hereby. Upon completion of a structure or improvement approved by the Architectural Control Committee and upon written request by the owner of the applicable Lot, the Architectural Control Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the structure or improvement and the plans and specifications on file with the Architectural Control Committee pursuant to which the structure was erected or improvement was made and, shall specify that the structure or improvement complies with the approved plans and specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of the structure or improvement or of the workmanship or materials thereof. The owner is hereby notified, and shall again be so notified upon issuance of the Certificate, that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Control Committee of the construction, workmanship, materials or equipment of the structure or improvement. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Lot.
- (d) A certificate of Compliance issued in accordance with this section shall be prima facie evidence of the facts stated therein and, as to any bona fide purchaser or encumbrancer in good faith and for value or as to any title insurer, such a Certificate shall be conclusive evidence that the Lot and all structures and improvements described in the Certificate comply with this Article VIII.
- (e) The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval. Such charges shall be payable at the time and place designated by the Architectural Control Committee.
- (f) If any structure shall be erected, placed or maintained or if any improvement shall be made on any Lot other than in accordance with plans and specifications approved by the Architectural Control Committee, such structure or improvement shall constitute a violation of the covenants and restrictions herein contained. Upon written notice from the Architectural Control Committee any such improvement shall be removed or corrected so as to extinguish the violation. In the event such violation is not cured within a reasonable period of time, the Architectural Control Committee shall have the right to take necessary action provided by law to cause same to be cured. The costs, including reasonable attorneys

fees, of any such action shall be borne by the Owner.

Section 2. Committee Membership. The Architectural Control Committee has been formed and is composed of persons designated by Declarant, who by majority vote may designate a representative or representatives to act for them (the term "Architectural Control Committee" as used herein shall refer to the individuals so designated by Declarant, their assignees as permitted herein, or the committee's designated representative(s)). The project manager for The Subdivision shall at all times be a member of the Architectural Control Committee, and it shall not be necessary for any action to be taken by the Architectural Control Committee to appoint a successor project manager to the Architectural Control Committee, it being intended that such successor project manager shall automatically be a member upon his retention in such capacity. In the event of death or resignation of any member or members of the Architectural Control Committee other than the project manager as described immediately above, the Declarant or, if Declarant so elects, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate a representative with like right, authority and power.

Section 3. Transfer of Authority to the Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Sections 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications, which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 5. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot, unless the Architectural Control Committee shall expressly approve in writing the proposed use of used construction materials. The exterior materials of all residential structures on all Lots shall be of brick, stone or stucco, or, if the express prior written consent of the Architectural Control Committee is obtained, of cedar, redwood, pine, spruce, cypress or other wood materials.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) All "Front-Entry" Lots shall have a concrete sidewalk four (4) feet wide constructed from the street adjacent to the front of each Lot to the front of the residential structure to be situated thereon. All "Rear Entry" Lots shall have a concrete sidewalk four (4) feet wide

constructed from the common area sidewalk or street adjacent to the front of each Lot to the front of the residential structure to be situated thereon. No other sidewalks shall be permitted on any Lot without the express written consent of the Architectural Control Committee. The plans for each residential building on each Lot shall include plans and specifications for such required sidewalk and any other proposed sidewalk, shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of The Properties.

(e) Each kitchen in each residential structure situated on any Lot shall be equipped with a garbage disposal unit which shall at all times be kept in an operational condition.

(f) Before any landscaping shall be done in the front of any newly constructed residential structure, the landscape layout and plans must be first approved by the Architectural Control Committee. Such landscaping is to be done in the parkway area and on the front of the Lot at the time the residential structure is being completed and before occupancy.

(g) All structures situated on any Lot shall have dimensional asphalt shingles, tile, or fiberglass shingles, the weight of which is to be approved by the Architectural Control Committee, unless other roofing materials are expressly approved in writing by the Architectural Control Committee. The use of any roofing materials in the color of white is expressly prohibited.

(h) No electronic antenna or device of any type other than one antenna for receiving television signals (subject to the next succeeding sentence hereof), FM signals and/or citizen's band signals shall be erected, constructed, placed or permitted to remain on any of the Lots, residences thereon or other permitted buildings constructed in The Properties. However, no antenna for television signals shall be erected, constructed, placed or permitted to remain on any Lot, residence thereon, or other permitted building constructed in The Properties from and after the earliest date on which a Broadband Communication System, as contemplated by Section 10 of this Article VIII, shall be available to serve such Lot, or the property on which is located any other permitted building in The Properties. The permitted antenna may be attached to the residential structure; however, the antenna's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line of the residential structure so as to be hidden from sight when viewed from the street or common area in front of the Lot.

(i) Each residential structure shall have installed on the outside wall thereof a service riser conduit, beginning at least thirty (30) inches below the surface of the ground and terminating at the meter socket on such wall.

Section 6. Size of Residences. No residential structure erected on any Lot shall have more than two stories, nor exceed twenty eight feet in height. No residential structure with a net living area of less than 1400 sq. ft., exclusive of the area of attached garages, porches, servant's quarters, or other appurtenances or appendages, shall be erected on any Lot.

Section 7. Building Location. No structure shall be located on any Lot between any building setback line shown or provided for in the Subdivision Plat or hereinafter, and the street or Lot to the building setback line is applicable. In addition to the building setback lines described herein or shown on or provided for in the Subdivision Plat, the Architectural Control Committee may, within its sole discretion, provide for building setback lines along any interior Lot line for which no building setback line has been provided for or shown on the Subdivision Plat to assure that the construction of residences on such Lots is compatible with the surrounding residences. Further, the Architectural Control



Committee may, within its discretion, create building setback lines greater than those shown on the Subdivision Plat, for the same purposes set forth in the preceding sentence.

Unless otherwise approved in writing by the Architectural Control Committee, each main residence shall face the front Lot line of the Lot upon which it is situated. In addition to garage parking as hereinafter provided in Article IX, Section 1, each residence constructed on a "Front Entry Lot" shall have a minimum of two (2) off-street parking spaces. All garage doors shall be equipped with an automatic garage door closer (which the owner shall maintain in a functional condition), and each owner shall be obligated to keep his garage door and/or doors closed at all times, except at time of entry or exit from the garage facility. Except as provided for Zero Lot Lines as described below, for the purpose of this subsection, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or any drainage or utility easement, or to permit a patio, deck, terrace or other similar open porch or artificially surfaced area to be constructed between the building setback lines as shown on or provided for in the Subdivision Plat and as herein provided for, and the respective Lot lines to which such setback lines relate.

For the purposes of this Declaration, the side Lot line of each Lot which has no building setback line adjacent and parallel to it as shown on the Subdivision Plat or as created by the Architectural Control Committee pursuant to the authority contained herein shall be referred to as the "Zero Lot Line."

The wall of each structure that is situated on or immediately adjacent to the Zero Lot Line of that Lot shall be solid (i.e., no penetrations, windows, doors, etc.), unless said Zero Lot Line is adjacent to any Common Properties. Each such structure shall be built so that all of the structure is within the building setback lines as shown on or provided for in the Subdivision Plat or herein (i.e., no roof overhangs, balconies, eaves or other portions of the structure shall extend over the applicable building setback line).

Each lot and the Common Properties shall be subject to and burdened with a temporary easement for ingress, egress, encroachments and overhangs during and in connection with the construction of improvements on any adjacent Lot; and a permanent easement for minor encroachments due to the settling of any structure constructed on such adjacent Lot.

Section 8. Walls, Fences and Hedges. No walls, fences, or hedges shall be erected or maintained nearer to the front Lot line than the walls of the dwelling situated on such Lot which are nearest to such front Lot line, unless otherwise approved in writing by the Architectural Control Committee. All side or rear fences and walls must be six (6) feet in height, unless otherwise approved in writing by the Architectural Control Committee. All fences, wherever located, must be approved in writing by the Architectural Control Committee relative to composition, layout, design, color, height and general conformity with the architecture of the Subdivision.

Fences must be of ornamental iron, wood or masonry construction. No chain link fences shall be permitted.

Ownership of any wall, fence or hedge erected as a protective screening on a Lot by Declarant (and the right to erect any such wall, fence or hedge for such purpose is hereby reserved in favor of Declarant, its successors and assigns) shall pass with title to such Lot and it shall be the owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said protective screening and such failure continuing after ten (10) days' written notice thereof, Declarant or its successors or assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be

repaired or maintained or to take any other action necessary to secure compliance with this Declaration, and place said protective screening in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such statement immediately upon receipt thereof. The amount of such charge, together with interest thereon at the rate of one percent (1%) per annum and reasonable costs of collection (including attorneys fees), shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time such charge is incurred. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or improvement of any such Lot.

Section 9. Screening of Boxes and Transformers. The Association shall have the right but not the obligation to cause to be planted or installed, and thereafter maintained, shrubbery or other screening devices around boxes, transformers and other above-ground utility equipment situated on Lots or the Common Properties which, in the discretion of the Board of Trustees of the Association, shall be screened from view to preserve the beauty of The Properties. There is hereby reserved in favor of the Association the right to enter upon the Lots to plant, install maintain and replace such shrubbery or other screening devices.

Section 10. Broadband Communication System.

(a) Declarant has determined that the best interests of the Owners would be served by the installation of a Broadband Communication System ("BCS") in The Properties. In this connection, Declarant (or other BCS Operator, as herein provided) shall be entitled, but shall not be required, to install, in connection with its development of The Properties, a BCS to serve Lots in The Properties. Declarant may form an entity, which may be owned and operated by Declarant, Declarant's designees or assigns, and to which Declarant may transfer ownership and responsibility for the operation of the BCS (the operator of the BCS, whether Declarant or another person or entity, being hereinafter referred to as the "BCS Operators"), and upon the formation of such entity to be the BCS Operator, and the transfer to it of such ownership and responsibility, the rights reserved unto the BCS Operator in this Section 10 shall be transferred automatically to such entity.

(b) In the event the BCS Operator shall elect to install the BCS in The Properties, the BCS Operator shall make and cause to be filed in the Public Records of Rockwall County, Texas, an affidavit stating the intention of the BCS Operator to install the BCS in The Properties, and stating the name and business address of the BCS Operator.

(c) From and after the date on which the affidavit referred to in subparagraph (b) above is filed of record, the plans and specifications for each residential structure to be situated on a Lot shall include and contemplate the installation in such residential structure of the wiring and devices necessary to connect such residential structure to and make such residential structure compatible with the BCS, and shall include terminals for the following purposes:

- (i) A fire alarm system which shall consist of a 132 thermal detector and a smoke detector in a central location, and a 180 thermal detector located in the garage or attic;
- (ii) A police call system which shall consist of a manual pull alarm located in a central location that shall also accommodate a portable ultrasonic intrusion alarm system;
- (iii) A medical call alarm system which shall consist of a manual pull alarm similar to a nurse call switch and a jack to

accommodate an optional extension cord for bedside use; and

(iv) Three television outlets.

(d) Declarant hereby retains and reserves, on behalf of the BCS Operator, and each Owner by his purchase of a Lot and acceptance of a deed thereto, is hereby deemed to have granted to the BCS Operator such easements over and across such Lot and within the residential structure and other structures situated thereon, as may be necessary to achieve compatibility with the BCS and to connect each such residential structure to the BCS, so long as such easements do not prevent the construction of a single family residential structure on such Lot. Such easements shall be effective and enforceable from and after the date on which the affidavit referred to in subparagraph (b) above is filed of record. In the event any prospective mortgagee of or purchaser from any Owner shall require that the easements and rights herein reserved, and herein deemed to have been granted by the owner, be defined or limited, the BCS Operator shall execute and deliver to such owner, such mortgagee or such purchaser, an appropriate instrument defining and limiting the rights and easements in favor of the BCS Operator created under the terms of this subparagraph (d).

(e) Each Owner agrees to cooperate with the BCS Operator in order to permit such Operator, its agents, contractors and employees, access at reasonable times to each residential structure during construction. Each such Owner shall be obligated to notify the BCS Operator five (5) days prior to the date BCS installation in such structure may begin, in order that the BCS Operator's installation is scheduled and completed at the appropriate time during the construction of the residential structure. In the event any Owner has notified the BCS Operator when its installation of BCS in such residential structure may begin, and the BCS Operator shall not have commenced installation of the BCS in such structure within fifteen (15) days from the date of such notice, thereafter such BCS installation will be completed in accordance with a schedule reasonably determined by the Owner.

(f) Upon completion of the installation of the BCS within the residential structure situated on any Lot, the Owner thereof shall be obligated to pay to the BCS Operator the actual cost of the installation in such residential structure of the wiring and devices necessary to connect such residential structure to, and make such residential structure compatible with, the BCS. Such amount shall be due and payable within thirty (30) days following the delivery to such owner of a statement therefor from the BCS Operator. Concurrently with the submission to the Owner of such statement, or at such other time as the BCS Operator may elect, such owner and visions relating to, among other matters the service to be provided by the BCS Operator and the use charge to be paid by such Owner therefore.

Section 11. Prohibition against Aluminum Windows. No gray aluminum windows shall be used in the construction of any dwelling or other building on any portion of The Properties unless specifically authorized in writing by the Architectural Control Committee.

Section 12. Mail Delivery. The Architectural Control Committee reserves the right to approve the type, design and installation of any mail delivery boxes or mail deposit receptacles.

## ARTICLE IX

### Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including without limitation, bona fide servants quarters, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less

than two (2) nor more than four (4) automobiles. No such detached garage shall have more than one (1) story. No carport shall be built, placed, constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the owner or his tenant and their families, and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade or professional purpose, either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, no trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage, or other structure appurtenant thereto shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon The Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in The Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in The Properties, but in no event shall a builder have such right for a period of excess of six months from the date of substantial completion of his last residence in The Properties.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street or alley, except passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, on any Lot (except inside a closed garage), or on any portion of the Common Properties. The use or discharge of firearms, airguns, bows and arrows, or any other device capable of injuring or killing, firecrackers, or other fireworks in The Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in The Properties, if, in the sole judgment of the Board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

Section 5. Signs. Except for signs, billboards, or other advertising devices displayed by Declarant for so long a Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 5

are expressly transferred, shall own any portion of The Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

(a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed two (2) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. Any dogs, cats or other common household pets that may be kept on the premises of any Lot, shall, upon leaving or being taken from said Lot, be restrained in the care, custody and control of the pet's owner by a leash, rope, chain or other device, and shall not be allowed to run loose in the Common Properties, streets, alleys, Lots, or any other areas.

Section 7. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Storage and Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction or improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its successors and assigns may, at its option, without liability to the Owner in trespass or otherwise, enter upon said Lot and cause to be removed such building materials, garbage, trash and rubbish or do any other thing necessary to secure compliance with This Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner of such Lot. The Owner agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of one percent (1%) per month and reasonable costs of collection, including attorneys fees, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot. The Association shall have the right and obligation to determine whether garbage disposal in The Subdivision shall be through public authority or through private garbage disposal service. No garbage, trash, debris, or other waste matter of any kind shall be

burned on any Lot.

Section 9. Septic Tanks. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot, or other portion of The Properties.

Section 10. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of The Properties unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 11. Driveways and Culverts. Each Lot must be accessible to an adjoining street or alley by a driveway suitable for such purpose before the residential structure located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). The specifications for the construction of all drain tiles or culverts in any drainage ditch, whether to be installed in connection with a driveway or otherwise, must be approved by the Architectural Control Committee. Driveways shall be entirely of concrete or other masonry material and shall be constructed with expansion joints not more than twenty feet apart, with one joint at the back of the street curb. The width of each driveway shall flair and the curb shall be broken in such a manner that the driveway shall be at least four (4) inches thick at its end toward the street paving.

Section 12. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

Section 13. Minimum Lot Area. No Lot shall ever be resubdivided. Notwithstanding the foregoing, Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities and the Board of Trustees of the Association, but without the joinder and consent of any other party, to file a replat of the Subdivision Plat to effect a resubdivision or reconfiguration of any Lots in The Properties then owned by Declarant, so long as such replat results in any resulting Lot containing not less than the square footage of the smallest of the Lots from which such resulting Lots are resubdivided or reconfigured. The privilege to replat Lots in The Properties owned by Declarant reserved in this Section 13 shall be exercisable only by Declarant or any successor to Declarant's ownership of such Lots who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant, of any Lot in The Properties.

Section 14. Combining Lots. Any person owning two or more whole Lots which are adjoining, may, with the prior written approval of the Association and Declarant, consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as hereinabove set forth) and such other improvements as are permitted herein. Any such consolidation shall give consideration to building setback lines and easements as shown and provided for on the Subdivision Plat and any required abandonment or relocation of any such building setback lines and easements shall require the prior written approval of the Architectural Control Committee as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

Section 15. Drilling and Mining Operations. No oil drilling, water 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, water 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, natural gas or water shall be erected, maintained or permitted upon any Lot.

Section 16. Lot Maintenance. The Owners or occupants of all Lots

shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of the, such default continuing after ten (10) days' written notice thereof, Declarant, or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner or occupant of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of one percent (1%) per month and reasonable costs of collection, including attorneys fees, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot.

Section 17. Use of Common Properties. There shall be no obstruction of any part of the Common Properties which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein permitted, no Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible, and to have a lien on such Owner's Lot to secure the payment of such cost, all on the same terms and provisions as are set forth in Section 16 next above.

Section 18. Exempt Property. Notwithstanding any provision herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article IX, except to the extent same are made specifically applicable to the Common Properties.

Section 19. Propane, Butane or LP Gas. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Control Committee, and, if so approved, shall be underground. Any control boxes, valves, connections or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the street, from any Common Properties or any other area or any other Lot.

Section 20. Drainage. Declarant shall create a Master Drainage Plan for the Subdivision pursuant to which all improvements located on all Lots

shall be constructed. It shall be the responsibility of the Lot Owner to see that no impairment or obstruction for alteration to the Master Drainage Plan occurs or results from the construction, placement, replacement or installation of any improvement or landscaping on any Lot. Any action on the part of the Owner of any Lot which will or might effect the Master Drainage Plan must be submitted to and approved in writing by the Architectural Control Committee. Neither the Declarant nor the Association, or any of their successors or assigns, shall be liable for any loss or use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot whatsoever in The Subdivision caused by any water levels, rising waters, or drainage waters.

## ARTICLE X

### General Provision

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2015. During such initial term, (a) the covenants and restrictions contained in all Articles hereof other than Articles VIII and IX may be changed or terminated only by an instrument signed by the then Owners of all Lots in The Subdivision and properly recorded in the appropriate records of Rockwall County, Texas, and (b) the covenants and restrictions contained in Articles VIII and IX hereof may be changed or terminated only by an instrument signed by the then Owners of all Lots in The Properties and properly recorded in the appropriate records of Rockwall County, Texas. Upon the expiration of such initial term, all of the covenants and restrictions of This Declaration (as changed, if changed), shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, (a) the covenants and restrictions contained in all Articles hereof other than Articles VIII and IX hereof may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in The Subdivision and properly recorded in the appropriate records of Rockwall County, Texas, and (b) the covenants and restrictions contained in Articles VIII and IX hereof may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all Lots in The Properties and property recorded in the appropriate records of Rockwall County, Texas.

Section 2. Enforcement. Declarant, or Declarant in and for the Association, and/or the Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration, or any Supplemental Declaration, except as may be otherwise provided in such instruments. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach of default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time, and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by the Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration, or any word, clause,



