

SECTION AA THRU SITE
1/8" = 1'-0"

CHANDLER'S LANDING TOWNHOMES

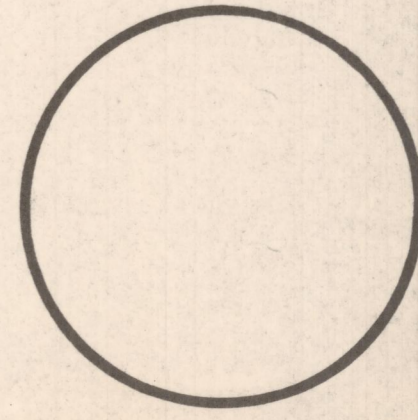
*Chandler's Landing
Phase 18 site Plan
P+Z 85-96-SP*

THE MARTIN ORGANIZATION
 Richard E. Martin A.I.A. & Associates • Martin Planning Inc.
 D/FW West-Suite 180 • 4001 Airport Freeway • Bedford, Texas 76021
 (817) 267-2244
ARCHITECTS AND LAND PLANNERS



| REVISIONS | PROJECT NO. | DRAWN BY | DATE |
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**CHANDLER'S LANDING
TOWNHOMES**
 ROCKWALL, TEXAS



JOHN H. COCKRELL, JR.

2215 NORTH OLIVE STREET
DALLAS, TEXAS 75201

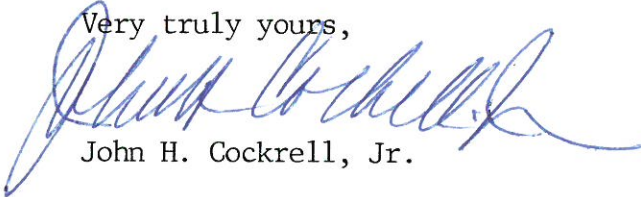
November 15, 1985

Ms. Julie Couch
205 West Rusk
Assistant City of Manager
Rockwall, Texas 75087

Dear Ms. Couch:

As you have requested, this is our assurance that we will file for record, prior to requests for building permits, a Common Usage Easement for property owners of Lots 1 through 21, Phase 18 Chandlers Landing Subdivision, for the proposed driveway parallel to Yacht Club Drive.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John H. Cockrell, Jr.", written over the typed name.

John H. Cockrell, Jr.

dml



November 21, 1985

Ms. Julie Couch
City of Rockwall
205 W. Rusk
Rockwall, Texas 75087

RE: Chandlers Landing Phase 18, Section 1--"Chandlers Landing Townhomes"

Dear Ms. Couch:

Richard Smith, a representative of CBN Development Company, has requested that we review his preliminary site plan on above referenced project. He has specifically requested that we approve the placement of private driveways across greenbelt areas in order to provide access to the garages located at the rear of these townhome units.

At the present, CBN Development Company, holds title to Lot 16 - 21 in this subdivision phase. CBN has the remaining 15 lots in this Phase under contract. For purposes of this letter only, I will presume that CBN is seeking approval for its preliminary site plan for all of Phase 18, Section 1.

The preliminary site plan titled "Chandlers Landing Townhomes" which was prepared by the Martin Organizations proposes that three curb cuts be made along Yacht Club drive. In addition, the plan proposes that a private driveway parrallel to Yacht Club Drive cross the greenbelt at four locations.

We have no conceptual oppositions to the curb cuts and private driveway locations set forth on the preliminary site plan. But, we emphasize that the formal approval of the Chandlers Landing Community Association, Inc. Environmental Committee will be required in order to determine the exact location of the driveway curb cuts and other architectural and design matters such as exterior materials, height restrictions, etc.

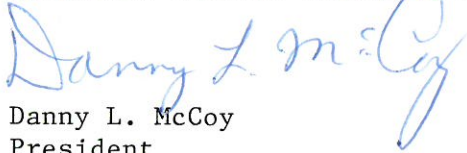
CHANDLERS LANDING

501 Yacht Club Drive South, Rockwall, Texas 75087, Telephone (214) 226-1901, 722-5543

By copy of this letter to Mr. Richard Smith, I am requesting that his firm contact me for details on the Chandlers Landing Community Association, Inc. Environmental Committee's policies and procedures.

Sincerely,

CHANDLERS LANDING COMMUNITY ASSOCIATION

A handwritten signature in blue ink that reads "Danny L. McCoy". The signature is written in a cursive style with a large, looping "D" and "C".

Danny L. McCoy
President

DLM/jc

cc: Richard Smith
Tom Todd

TRANSMITTAL

TO: Julie Crouch
 Ass't. City Manager
 City Hall
 205 West Rusk
 Rockwall, TX

DATE November 25, 1985

CLIENT John Cockrell

PROJECT Chandler's Landing

SUB-PROJECT 8512

| DESCRIPTION | PRINTS | XEROX | SEPIA | MYLAR | OTHER | NO. OF SHEETS | NO. OF COPIES | TOTAL AMOUNT |
|---------------------------------------|--------|-------|-------|-------|-------|---------------|---------------|--------------|
| Site Plan (Parking areas dimensioned) | X | | | | | 1 | 9 | 9 |
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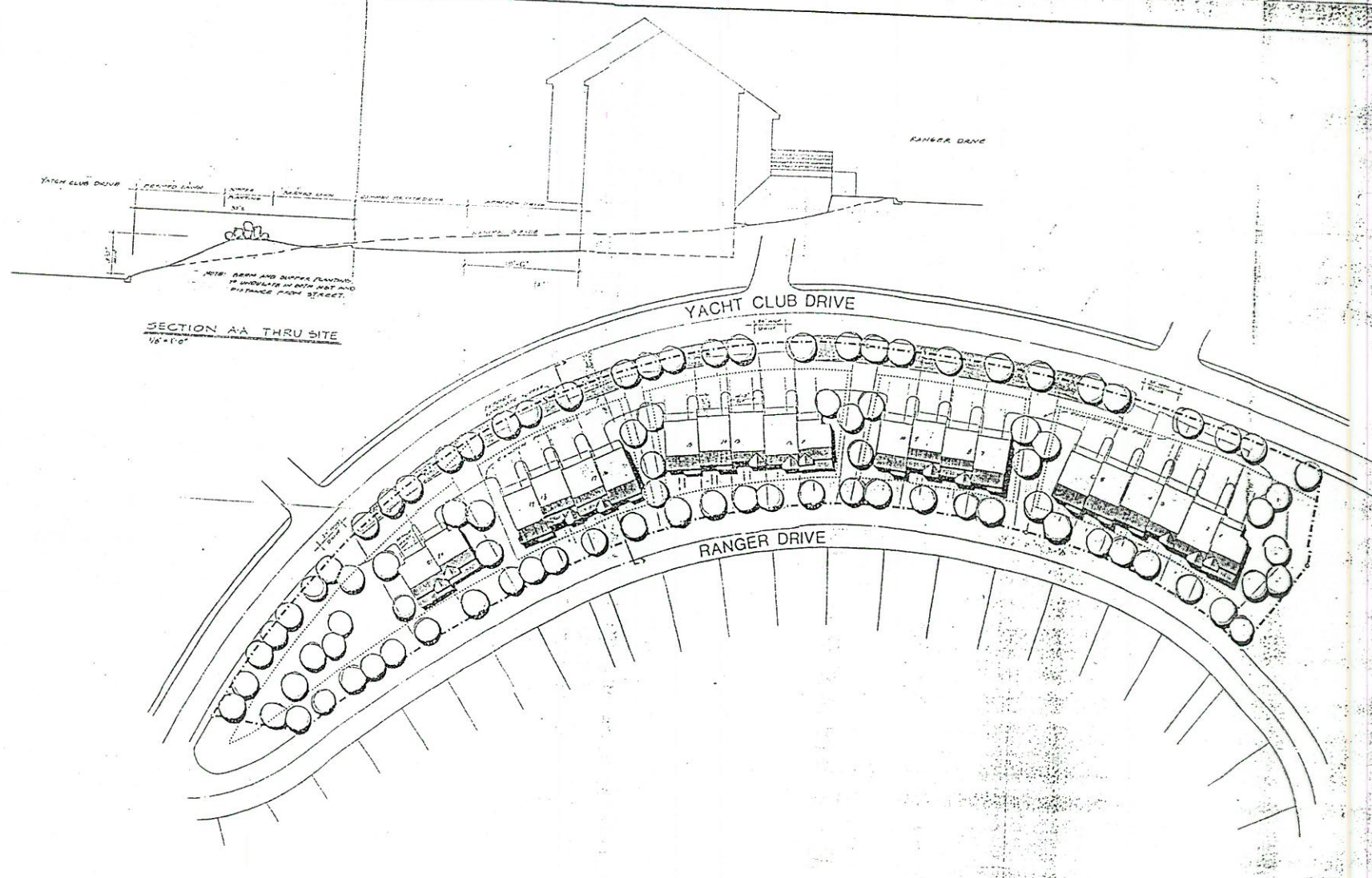
HAND DELIVERED PICKED UP EXPRESS MAIL REGULAR MAIL

FEDERAL EXPRESS # _____
 OVERNIGHT

FEDERAL EXPRESS # _____
 SECOND DAY

OTHER Delivered by Star Delivery
#260397

Respectfully,
 Mary McCain
 THE MARTIN ORGANIZATION



SECTION AA THRU SITE
1/8" = 1'-0"

YACHT CLUB DRIVE

RANGER DRIVE

CHANDLER'S LANDING TOWNHOMES

CHANDLERS LANDING PHASE EIGHTEEN - SECTION ONE

ROCKWALL, TEXAS

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 20th day of December, 1985, by Texas-Frates Company Successor to Clark-Frates Corporation, hereinafter called Developer, joined herein by CBN Joint Venture, herein called the Purchaser,

WITNESSETH:

WHEREAS, the Developer did cause a certain MASTER DECLARATION OF COVENANTS AND RESTRICTIONS dated February 14, 1974, in Book 112 Page 546 of Official Records, subjecting Chandlers Landing to the provisions thereof pursuant to an incremental plan of development and improvement; and

WHEREAS, the Developer and/or the Purchaser is the owner of the real property referred to in Article I, Section I of this Supplementary Declaration, such real property being a portion of the real property described in Exhibit "A" of the Master Declaration; and

WHEREAS, the Developer desires to describe and designate the real property referred to in Article I, Section 1 as being subject to the provisions of any previous declaration and this Supplementary Declaration;

NOW, THEREFORE, the Developer declares that the real property referred to in Article I, Section 1 shall be held, transferred, sold, conveyed and occupied subject to the additional covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") in the manner hereinafter set forth;

ARTICLE I

Section 1. Property Subject to This Supplementary Declaration.
BEING LOTS 1-21, inclusive, in BLOCK A, of CHANDLERS LANDING, PHASE 18, Section One, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Plat thereof recorded in Slide B, Page 163-164, Map and Plat Records, Rockwall County, Texas;

Section 2. Incorporation of Previous Declaration.
All of the real property described on the Subdivision Map which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration is subject to the provisions of any previous Declaration which provisions are herein incorporated by reference.

ARTICLE II

Protective Covenants

Section 1. Driveway Dedication

WE, ROCKWALL COUNTY ABSTRACT & TITLE COMPANY hereby certify that this is a true and correct copy of the original instrument as it appears on record in the office of the County Clerk of Rockwall County, Texas.

BY: 

B. No parking or placing of other obstruction in said driveway is permitted by anyone which would in any manner limit or restrict the free use of the driveway by any of the property owners. In the event a parked vehicle or other obstruction is limiting the use of the driveway, any owner may request that the Chandlers Landing Owners' Association, or other authority, cause the obstruction to be removed from the driveway and the cost of such removal be born by the one who caused the obstruction.

C. The right by each property owner of these properties to the use of the driveway for access to his/her property carries with it an obligation of courtesy in such use both in the safe operation of vehicles and in not creating a nuisance with noise or bright lights.

D. The portion of the common driveway which is located on each lot shall be maintained by the owner of that property. Maintenance is understood not only to keep the driveway free and clear of obstructions and debris, but the repair of any deterioration which occurs.

ARTICLE III

General Provisions

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, at the expiration of the twenty-year term or of any ten-year extension period, the covenants and restrictions are expressly terminated by an instrument signed by the Class B member and by not less than seventy-five percent (75%) of the Class A members who are owners of Lots in the Parcel. An instrument of termination must be recorded.

Section 2. Amendment. This Declaration may be amended by an instrument signed by the Class B member and by not less than seventy-five percent (75%) of the Class A members who are Owners of Lots in the Parcel. Any amendment must be recorded.

Section 3. Enforcement. The Association, any Owner, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, Reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.