

Redmond

APPLICATION AND FINAL PLAT CHECKLIST

Date September 17, 1990

Name of Proposed Development REPLAT OF A PORTION OF THE CABANAS AT CHANDLERS LANDING

Name of Developer CHISHOLM FEDERAL SAVINGS & LOAN

Address 801 S. Main, King Fisher, OK 73750 Phone 405-375-4201

Owner of Record SAME AS DEVELOPER

Address _____ Phone _____

Name of Land Planner/Surveyor/Engineer DON A. TIPTON, INC.

Address 6330 Belt Line Rd., Suite C, Garland, Tx 75043 Phone 226-2967

Total Acreage 0.44 Current Zoning P.D. Multi-Family

Number of Lots/Units 6

Signed *[Signature]*

PAT ATKINS, Exutive V.P.

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" x 24".

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

Provided or Shown on Plat

Not Applicable

✓

1. Title or name of development, written and graphic scale, north point, date of plat and key map

✓

2. Location of the development by City, County and State

- | | | |
|-------------------|-------------------|---|
| <u> </u> | <u>N/A</u> | 3. Location of development tied to a USGS monument, Texas highway monument or other approved benchmark |
| <u> ✓ </u> | <u> </u> | 4. Accurate boundary survey and property description with tract boundary lines indicated by heavy lines |
| <u> </u> | <u> ✓ </u> | 5. If no engineering is provided show contours of 5 ft. intervals |
| <u> ✓ </u> | <u> </u> | 6. Accurate plat dimensions with all engineering information necessary to reproduce plat on the ground |
| <u> ✓ </u> | <u> </u> | 7. Approved name and right-of-way width of each street, both within and adjacent to the development |
| <u> ✓ </u> | <u> </u> | 8. Locations, dimensions and purposes of any easements or other rights-of-way |
| <u> ✓ </u> | <u> </u> | 9. Identification of each lot or site and block by letter and number and building lines |
| <u> ✓ </u> | <u> </u> | 10. Record owners of contiguous parcels of unsubdivided land, names and lot patterns of contiguous subdivisions, approved Concept Plans, reference recorded subdivision plats or adjoining platted land by record name and by deed record volume and page |
| <u> ✓ </u> | <u> </u> | 11. Boundary lines, dimensions and descriptions of open spaces to be dedicated for public use of the inhabitants of the development |
| <u> ✓ </u> | <u> </u> | 12. Certificate of dedication of all streets, alleys, parks and other public uses signed by the owner or owners (see wording) |

✓

13. 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 (see wording)

✓

14. Statement of developer responsibility for storm drainage improvements (see wording)

✓

15. Instrument of dedication or adoption signed by the owner or owners (see wording)

✓

16. Space for signatures attesting approval of the plat (see wording)

✓

17. Seal and signature of the surveyor and/or engineer responsible for surveying the development and/or the preparation of the plat (see wording)

✓

18. Compliance with all special requirements developed in preliminary plat review

✓

19. Statements indicating that no building permits will be issued until all public improvements are accepted by the City (see wording)

✓

20. Submit Along with plat a calculation sheet indicating the area of each lot.

✓

21. Attach copy of any proposed deed restrictions for proposed subdivision.

Page 4 of 4

Taken by: _____

File No.: _____

Date: _____

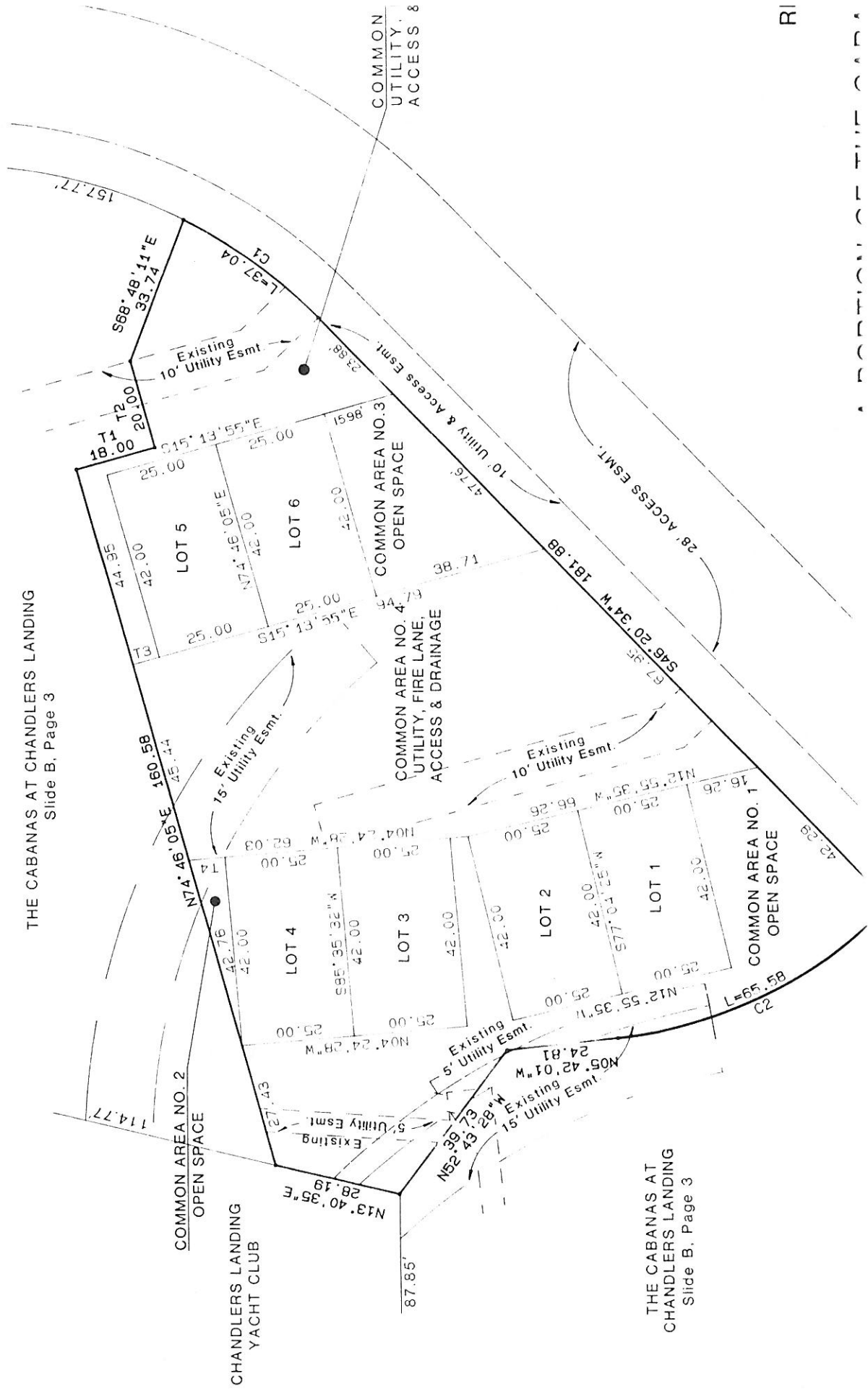
Fee: _____

Receipt No.: _____

C1 CB- S 36° 52' 00" W 60' 30.87" CA- 18° 56' 51"
 R- 112.00 L- 18.63 L- 37.04
 C2 CB- N 2° 40' 40" W 64' 09" CA- 37° 57' 25"
 R- 90.00 L- 33.05 L- 65.59



THE CABANAS AT CHANDLERS LANDING
 Slide B, Page 3



THE CABANAS AT
 CHANDLERS LANDING
 Slide B, Page 3

OWNERS CERTIFICATE

WHEREAS CHISHOLM FEDERAL SAVINGS & LOAN, located in Kingfisher, Oklahoma is the owner of a tract of land located in the E. Teal Survey Abstract No. 207 City of Rockwall, Rockwall County, Texas said tract further being a part of the Cabanas at Chandlers Landing, An addition to the City of Rockwall, Texas, as filed in slide B, Page 3 plat records Rockwall County, Texas and being more particularly described as following:

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

THENCE, South $77^{\circ} 12' 53''$ East, a distance of 18.95 feet along a Northerly line of Cutter Hill to the most Easterly South corner of said Cabanas at Chandlers Landing.

THENCE, North $46^{\circ} 20' 34''$ East, a distance of 44.00 feet along the Southeast line of said Cabanas at Chandlers Landing to the Point of Beginning, an "X" in concrete found at corner.

THENCE, North $43^{\circ} 39' 26''$ West, a distance of 3.50 feet to the beginning of a target curve to the Right having a central angle of $37^{\circ} 57' 25''$, a radius of 99.00 feet and a chord bearing of South $36^{\circ} 52' 08''$ West, an "X" in concrete street found at corner.

THENCE, Around said curve, a distance of 65.68 feet to the end of said curve, a 1/2" iron pin found a corner.

THENCE, North $05^{\circ} 42' 01''$ West, a distance of 24.81 feet to an "X" in concrete found at corner.

THENCE, North $52^{\circ} 43' 28''$ West, a distance of 39.73 feet to an angle point on the westerly line of said Cabanas at Chandlers Landing, 1/2" iron pin set at corner.

THENCE, North $13^{\circ} 40' 35''$ East, a distance of 28.19 feet along said Westerly line of Cabanas at Chandlers Landing to a 1/2" a iron pin set at corner.

THENCE, North $74^{\circ} 46' 05''$ East, a distance of 160.58 feet to a 60-d nail in a rail road tie at corner.

THENCE, South $15^{\circ} 13' 55''$ East, a distance of 18.00 feet to an "X" in concrete found.

THENCE, N. $74^{\circ} 46' 05''$ East, a distance of 20.00 feet to a 1/2" iron pin set at corner.

THENCE, South 68° 48' 11" East, a distance of 33.74 feet to a point on the Easterly line of said Cabanas at Chandlers Landing, said point being at the beginning of a curve to the right having a central angle of 18° 56' 51" a radius of 112.00 feet and a chord bearing of South 36° 52' 08" East, a 1/2" iron pin found at corner.

THENCE, Along said Cabanas at Chandlers Landing Easterly line, the Following:

Around the previously mentioned curve, a distance of 37.04 feet to the end of said curve, an "X" in concrete found at corner.

South 46° 20' 34" West, a distance of 181.88 feet to the **PLACE OF BEGINNING** and containing 19,176 square feet or 0.4402 acres of land.

Rec'd at 10/20

CITY OF ROCKWALL
205 West Rusk
Rockwall, Texas

APPLICATION FOR ZONING CHANGE

Case No. _____ Filing Fee \$110.00 Date 9/17/90

Applicant DON A. TIPTON, INC. (Consulting Engineer) Phone 226-2967

Mailing Address 6330 Belt Line Rd., Suite C Owner: CHISHOLM FEDERAL S & L
Garland, Tx 75043 801 S. Main
King Fisher, OK 73750
405-375-4201

LEGAL DESCRIPTION OF PROPERTY SOUGHT TO BE REZONED: (If additional space is needed for description, the description may be put on a separate sheet and attached hereto.)¹

See Attached

I hereby request that the above described property be changed from its present zoning which is

Planned Development - Multi-Family District Classification to

Planned Development - Single Family District Classification for
for the following reasons: (attach separate sheet if necessary)

There (are) (are not) deed restrictions pertaining to the intended use of the property.

Status of Applicant:² Owner _____ Tenant _____

Prospective Purchaser _____
Consulting Engineer X

I have attached hereto as Exhibit "A" a plat showing the property which is the subject of this requested zoning change and have read the following concerning the importance of my submitting to the City a sufficient legal description.

Signed *[Signature]*

PAT ATKINS, Executive V.P.
DON A. TIPTON, INC.

NOTE:

¹The legal description is used to publish notice of the required hearing and in the preparation of the final ordinance granting the zoning change. The description must be sufficient so as to allow a qualified surveyor to take the description and locate and mark off the tract on the ground. Each applicant should protect himself by having a surveyor or his attorney approve his legal description. Failure to do so by the applicant may result in delay in passage of the final ordinance or the ordinance being declared invalid at some later date because of an insufficient legal description.

²If the applicant is someone other than the owner, written acknowledgement by the owner of the zoning request must also be submitted.



DON A TIPTON, INC.

CONSULTING ENGINEERS

ENGINEERING • SURVEYING • PLANNING

3497

6330 Belt Line Road Suite C GARLAND, TEXAS 75043 (214) 226-2967

September 17, 1990

Ms. Julie Couch
Assistant City Manager
CITY OF ROCKWALL
205 W. Rusk
Rockwall, Texas 75087

RE: THE CABANAS AT CHANDLERS LANDING
0.44 Acres - South of Yacht Club Drive
Rockwall, Texas

Dear Ms. Couch:

We are hereby formally submitting an application for replatting and zoning changes on the above referenced project. The property is currently zoned in the overall planned development of Chandlers Landing, which allows for multifamily uses within this region. The above referenced property is currently constructed with all utilities, paving, landscaping, and building construction being in place. The units were constructed in 1987 and are currently owned by Chisholm Federal Savings & Loan.

The 0.44 acre partial consists of six units with two units each being attached, consisting of approximately 1,500 square feet per unit, designed and built in two story configuration. It is the owners desire to provide for a marketing approach that would allow selling of the units on a platted single family lot with common open space comprising of homeowners association for those particular six units. The property was originally platted in a multifamily condition being part of the original 2.01 acre Cabanas at Chandlers Landing. In order to accomplish the above reference needs we are required to rezone the property to a planned development of single family and replat the property to accommodate for lot design and common area identification.

Please find enclosed the following information:

- A. Replat
- B. Land use requirements
- C. Declaration of covenants, conditions, and restrictions.
- D. Application for zoning change
- E. Replat application
- F. Filing Fees - \$130 for replat and \$110 for zoning change.

Ms. Julie Couch
September 17, 1990
Page 2

These requested changes and processes will in no way increase density or allow for any changes to the spirit and commitments of the overall planned development of Chandlers Landing. This change will simply allow marketing of the property to allow for selling of individual units and lots.

If you have any questions or comments on this project, please call.

Sincerely,

DON A. TIPTON, INC.



Pat Atkins
Executive Vice President

PA/df
encls.



CITY OF ROCKWALL
 "THE NEW HORIZON"
 Rockwall, Texas 75087-3628

(214) 771-1111

Cash Receipt

Name Don A. Jipton, Inc. Date _____

Mailing Address _____

Job Address _____ Permit No. _____

Check

Cash

Other

| DESCRIPTION | Acct. Code | Amount | DESCRIPTION | Acct. Code |
|--------------------------|------------|--------|------------------------|------------|
| Building Permit | 01-3601 | | Water Tap | 02-3311 |
| Fence Permit | 01-3602 | | 10% Fee | 02-3311 |
| Electrical Permit | 01-3604 | | Sewer Tap | 02-3314 |
| Plumbing Permit | 01-3607 | | Water Availability | 06-3835 |
| Mechanical Permit | 01-3610 | | Sewer Availability | 07-3836 |
| Municipal Pool | 01-3402 | | Meter Deposit | 02-2201 |
| Zoning, Planning, B.O.A. | 01-3411 | 130.00 | Portable Meter Deposit | 02-2202 |
| Subdivision Plats | 01-3412 | | Misc. Income | 02-3819 |
| Sign Permits | 01-3628 | | NSF Check | 02-1128 |
| Health Permits | 01-3631 | | Meter Rent | 02-3406 |
| Misc. Permits | 01-3625 | | Penalties | 20-3117 |
| Misc. Income | 01-3819 | | Hanger Rent | 20-3406 |
| Sale of Supplies | 01-3807 | | Tie Down Fees | 20-3407 |
| Marina Lease | 08-3810 | | Land Lease | 20-3804 |
| Cemetery Receipts | 10-3830 | | Sale of Supplies | 20-3807 |
| PID | 13-3828 | | Airport Cred. Cd. | 20-1132 |
| Street | 14-3828 | | Fuel Sales | 20-3809 |
| Hotel/Motel Tax | 15-3206 | | | |
| | | | | |
| | | | | |
| | | | | |

TOTAL OF COLUMN

TOTAL OF COLUMN

TOTAL DUE

130.00

Received By [Signature]

PLAT REVIEW

* _____ Preliminary Plat

* _____ Final Plat

* Name of Proposed Subdivision Cabanas leplat

* Location of Proposed Subdivision _____

* Name of Subdivider _____

* Date Submitted _____ Date of Review _____

* Total Acreage _____ No. of Lots _____

Review Checklist

| | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|--|------------|-----------|------------|
| * 1. Was the proper application submitted and checklist? (attach copy) | | | |
| * 2. Were the proper number of copies submitted? | _____ | _____ | _____ |
| * 3. Is scale 1" = 100' (Specify scale if different) Scale = _____ | _____ | _____ | _____ |
| * 4. Is the subdivision name acceptable? | _____ | _____ | _____ |
| 5. Comments: | | | |

Planning and Zoning

| | | | |
|---|------------|-----------|------------|
| 1. What is the proposed use? | SF | | |
| 2. What is the proposed density? | _____ | | |
| 3. What is the existing zoning? | MT | | |
| | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
| 4. Is the plan zoned properly? | _____ | ✓ | _____ |
| 5. Does the use conform to the Land Use Plan? | ✓ | _____ | _____ |
| 6. Is this tract taken out of a larger tract | ✓ | _____ | _____ |
| 7. Will the development landlock another property? | _____ | ✓ | _____ |
| 8. Is this project subject to the provisions of the Concept Plan Ordinance? | _____ | ✓ | _____ |
| 9. Has a Concept Plan been been Provided and Approved | _____ | ✓ | _____ |
| 10. Does the plan conform to the Master Park Plan? | ✓ | _____ | _____ |
| 11. Does plan conform to the Comprehensive Zoning Ordinance of approved PD Ordinance? | _____ | ✓ | _____ |
| a. Lot Size | _____ | _____ | _____ |
| b. Building Line | _____ | _____ | _____ |
| c. Parking | _____ | _____ | _____ |
| d. Buffering | _____ | _____ | _____ |
| e. Site Plan | _____ | _____ | _____ |
| f. Other | _____ | _____ | _____ |
| 12. Has the City Planner reviewed and commented on the plan? (If so, attach copy of Review) | _____ | ✓ | _____ |

13. Does the plan exhibit good planning in general layout, access, and vehicular and pedestrian circulation?

| | | |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|-------------------------------------|--------------------------|--------------------------|

14. Comments:

Yes No N/A

Engineering

1. Streets and Traffic

a. Does the plan conform to the Master Thoroughfare Plan?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

b. Is adequate right-of-way provided for any major thoroughfares or collectors?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

c. Is any additional right-of-way provided for all streets and alleys?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

d. Is any additional right-of-way required?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

e. Is there adequate road access to the proposed project?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

f. Will escrowing of funds or construction of sub-standard roads be required?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

g. Do proposed streets and alleys align with adjacent right-of-way?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

h. Do the streets and alleys conform to City regulations and specifications?

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

- i. Are the street names acceptable? _____
- j. Is a traffic analysis needed? _____
- k. Comments: _____

2. Utilities

- a. Does the Plan conform to the Master Utility Plan? _____
- b. Are all lines sized adequately to handle development?
 - 1. Water _____
 - 2. Sewer _____
- c. Is additional line size needed to handle future development?
 - 1. Water _____
 - 2. Sewer _____
- d. Is there adequate capacity in sewer outfall mains, treatment plants and water transmission lines to handle the proposed development? _____
- e. Are all necessary easements provided? _____
- f. Do all easements have adequate access? _____
- g. Are any off site easements required? _____
- h. Have all appropriate agencies reviewed and approved plans?
 - 1. Electric _____
 - 2. Gas _____
 - 3. Telephone _____
 - 4. Cable _____

- i. Does the drainage conform to City regulations and specifications? _____
- j. Do the water and sewer plans conform to City regulations and specifications? _____
- k. Is there adequate fire protection existing or planned? _____
- l. Comments: _____

General Requirements

- 1. Has the City Engineer reviewed and approved the plan? _____
- 2. Does the final plat conform to the City's Flood Plain Regulations? _____
- 3. Does the final plat conform to the preliminary plat as approved? _____
- 4. Staff Comments: _____

Time Spent on Review

| <u>Name</u> | <u>Date</u> | <u>Time Spent (hours)</u> |
|-------------|-------------|---------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

CABANAS CHANDLERS LANDING
LAND USE SPECIFICATIONS

I. PLANNED DEVELOPMENT SINGLE FAMILY

A. Permitted Uses

1. One attached townhouse unit with fire walls on an individual lot with a maximum of two attached units on two separate lots.

B. Area Requirements

1. Minimum lot area - 1,050 square feet
2. Maximum number of single family attached dwelling units per lot - 1
3. Minimum square footage per dwelling unit - 1200 square feet
4. Minimum lot frontage on a public street or approved private access - 25 feet
5. Minimum lot depth - 42 feet
6. Minimum depth of front setback - 0 feet
7. Minimum depth of rear setback - 0 feet
8. Minimum width of side setback -
 - a. Abutting Structures - separated by fire retardant walls - 0 feet
 - b. Internal Lot - 0 feet meeting all building code requirements
9. Maximum building coverage as a percentage of lot area - 100% of lot area
10. Maximum height of structures - 23 feet
11. Minimum number of paved parking spaces required for each residential dwelling unit - 2 off street spaces

**CABANASE CHANDLERS LANDING
LAND USE SPECIFICATIONS**

I. PLANNED DEVELOPMENT SINGLE FAMILY

A. Purpose

1. The Planned Development Residential District is established to provide adequate space and site diversification for medium-density, duplex type residential development with two dwelling units attached with separate platted lots, and almost twice the density of a typical single-family development, and to adjust the area requirements accordingly.
2. This type of development is a low to medium density use, and additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met before development to such use.
3. This type of development is not necessarily a buffer between single-family and commercial uses, and should be property buffered from non-residential uses, and protected from high volumes of non-residential traffic, or from pollution and/or environmental hazards.

B. Permitted Uses

1. Agricultural uses on unplatted land in accordance with all other adopted ordinances.
2. One detached single-family dwelling per lot.
3. One duplex on a lot with fire retardant walls, separate utility meters, and separate sewer lines.
4. One attached townhouse unit with fire walls on an individual lot with a maximum of two attached units on two separate lots which when combined meet the requirements of this District.
5. Home occupations.
6. Day Care centers with less than 7 full time children enrolled at any one time.
7. Paved automobile parking areas which are necessary to the uses permitted in this district.
8. Municipally owned or controlled facilities, utilities, and uses.

- (a) Abutting Structures - separated by fire retardant walls - 0 feet
 - (b) Internal Lot - 0 feet
 - *Townhouses separated by firewalls meeting the requirements of the building code may build to the property line where such structures abut.
 - (c) Abutting Street - 15 feet
 - (d) Abutting An Arterial - 20 feet
10. Minimum distance between buildings on the same lot or parcel of land - 3 feet
 11. Minimum length of driveway pavement from the public right-of-way on a side or rear yard - 20 feet
 12. Maximum building coverage as a percentage of lot area - 75% of lot area
 13. Maximum height of structures - 32 feet
 14. Minimum number of paved parking spaces required for
 - (a) Each residential dwelling unit - 2 off street spaces
 - (b) All other uses - See Off-Street Parking, Article V

4. Institutional uses, including day care centers with more than 6 children.
5. Private residential tennis court used as an accessory to a residential use if not located on the same lot or utilizing lights.
6. Associated recreation and/or community clubs.
7. Guest houses, or separate servant quarters.

D. Prohibited Uses:

1. Any building erected or land used for other than one or more of the preceding specified uses.
2. The storage of equipment, material or vehicles, including abandoned vehicles, which are not necessary to the uses permitted in this district.
3. A driveway or crosswalk way, as distinct from a dedicated street, to provide access to premises in a Commercial or Industrial District.
4. Any use of property that does not meet the required minimum lot size; front, side and rear yard dimension; and/or lot width; or exceeds the maximum height, building coverage, or density per gross acre as required.

E. Area Requirements:

1. Single-Family detached units shall meet the area requirements of the SF-7 district.
2. Minimum lot area - 1,000 square feet.
3. Maximum number of single-family attached dwelling units per lot - 1
4. Minimum square footage per dwelling unit - 800 square feet
5. Minimum lot frontage on a public street - 25 feet
6. Minimum lot depth - 42 feet
7. Minimum depth of front setback - 3 feet from back of curb
8. Minimum depth of rear setback - 3 feet
9. Minimum width of side setback -

9. One portable building per dwelling unit not larger than one hundred (100) square feet of floor area not taller than ten (10) feet in height, used as an accessory to a residential use on the same lot.
10. Storage buildings not larger than one hundred (100) square feet of floor area not taller than ten (10) feet in height, used as an accessory to a residential use on the same lot.
11. Private residential swimming pool as an accessory to a residential use.
12. Private unlighted tennis court on the same lot, as an accessory to a residential use.
13. Nurseries, greenhouses and gardens, accessory to a residential use on the same lot where the products are not to be sold.
14. An accessory use customarily related to a principal use authorized in this district.
15. Temporary real estate sales offices located on property being sold, limited to the period of sale with a two-year initial period and one-year extension being authorized by the Planning and Zoning Commission, such offices to be maintained at all times.
16. Temporary on site construction offices, limited to the period of construction, with a two-year initial period and one-year extension being authorized by the Planning and Zoning Commission, such offices to be monitored at all times.
17. Temporary concrete batching plants limited to the period of construction, upon approval of location and operation of the Building Official.

C. Conditional Uses: (Require Use Permits, See Article IV)

1. A mobile home on an unsubdivided tract of five acres or more or used as a temporary construction office, subject to the conditions established in Article IV.
2. Paved parking facilities for non-residential uses that are not allowed in this district if property screened, buffered, and landscaped.
3. Facilities for railroads or those utilities holding a franchise under the City.

*Submitted
10/11/90 by applicant
These were
revised by
staff*

**MATCHPOINT TOWNHOMES
LAND USE SPECIFICATIONS**

I. PLANNED DEVELOPMENT SINGLE FAMILY

A. Purpose

1. The Planned Development Residential District is established to provide adequate space and site diversification for medium-density, duplex type residential development with two dwelling units attached with separate platted lots, and almost twice the density of a typical single-family development, and to adjust the area requirements accordingly.
2. This type of development is a low to medium density use, and additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space shall be met before development to such use.
3. This type of development is not necessarily a buffer between single-family and commercial uses, and should be property buffered from non-residential uses, and protected from high volumes of non-residential traffic, or from pollution and/or environmental hazards.

B. Permitted Uses

1. Attached townhouse units.

C. Area Requirements:

1. Minimum lot area - 1,050 square feet.
2. Maximum number of single-family attached dwelling units per lot - 1
3. Minimum square footage per dwelling unit - 1,200 square feet
4. Minimum lot frontage on a public street or approved private access - 25 feet
5. Minimum lot depth - 42 feet
6. Minimum depth of front setback - 0
7. Minimum depth of rear setback - 0

8. Minimum width of side setback - 0
9. Maximum building coverage as a percentage of lot area - 100% of lot area
10. Maximum height of structures - 23 feet
11. Maximum number of units - 6 (six)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MATCHPOINT TOWNHOMES

Rockwall County, Texas

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 OF
MATCHPOINT TOWNHOMES

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MATCHPOINT TOWNHOMES

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ROCKWALL §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made on the date hereinafter set forth by Chisholm Federal Savings & Loan Association (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property including the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, located in the City of Rockwall, County of Rockwall, State of Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, it is the intention and desire of Declarant to herein establish a plan of ownership for the townhome project (the "Project"), said plan to consist of individual ownership of townhomes as more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes, and common ownership of all remaining property (the "Common Elements") as more particularly described in Exhibit "C" and made a part hereof for all purposes;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Project to create an agency to which will be delegated and assigned the powers of maintaining, 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 these functions.

NOW, THEREFORE, Declarant hereby declares that the Property described above is held and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, enjoyed, and improved subject to the covenants, restrictions, easements, conditions, uses, limitations,

charges, liens, and affirmative obligations (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth. Such covenants and restrictions are for the purpose of protecting the value of the Property and shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the described Property or any interest therein and shall inure to the benefit of each Owner (as hereinafter defined), his heirs, successors, and assigns.

ARTICLE I

DEFINITIONS

1.01. "Association" shall mean and refer to Matchpoint Townhomes Homeowner's Association, the Texas nonprofit corporation that Declarant shall cause to be incorporated as herein provided, and the Association's successors and assigns.

1.02. "Common Elements" shall mean and refer to all property described in Exhibit "C" attached hereto and made a part hereof for all purposes, together with all existing and subsequently provided improvements upon or within the Common Elements that are subject to undivided co-ownership. The Common Elements shall include, but shall not be limited to, the following: parking spaces, driveways, carports, private streets, sidewalks, fences, mailboxes, trees, shrubs, yards and grounds. The Common Elements shall be conveyed to the Association by Declarant free and clear of any liens or similar encumbrances after the recording of this Declaration and prior to the sale of the first Lot (as hereinafter defined), save and except liens created by the Master Declaration of Covenants and Restrictions (the "Master Declaration") recorded at Volume 112, Page 546 of the Real Property Records of Rockwall County, Texas.

1.03. "Common Expenses" shall mean and include all expenses for maintenance, repair, operation, insurance, management and administration and all other expenses declared as Common Expenses by the provisions of this Declaration or the other Governing Instrument.

1.04. "Sale Period" shall mean that period of time during which Declarant is selling the Lots, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots.

1.05. "Townhome" shall mean and refer to any single family dwelling situated upon a Lot designed and intended for use and occupancy as a residence by one or more persons, and which is separated from a Townhome located on a contiguous Lot(s) by a Party Wall(s).

1.06. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any Lot in the Project.

1.07. "Governing Instruments" shall mean this Declaration and the Articles of Incorporation and Bylaws of the Association.

1.08. "Building" shall mean and refer one or more of the residential buildings containing Townhomes as shown on the Townhome Map.

1.08. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.09. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.10. "Townhome Map" shall mean the engineering survey of the Property locating thereon all of the improvements, and any other drawing or diagrammatic plan depicting a part or all of the improvements and the Property.

1.11. "Lot" shall mean the lots indicated on the Townhome Map. Each of the Lots shall be owned in fee simple. Declarant shall be the Owner (as hereinafter defined) of all of said Lots SAVE AND EXCEPT only those particular Lots in which any person, firm, or corporation acquires title by sale, grant, will, foreclosure, execution, or by any legal process or operation of law or in any legal manner.

1.12. "Party Wall" shall mean a wall built partly on one Lot and party on another contiguous Lot for the common benefit of both Lots, used in the construction of contiguous Townhome(s) on the adjacent Lot(s). The Owners of each Lot sharing a Party Wall shall be deemed to be tenants in common of said Party Wall.

ARTICLE II

THE ASSOCIATION, MEMBERSHIP, AND VOTING RIGHTS

2.01. The Association. The Declarant shall cause the Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas.

2.02. Purpose. The purpose of the Association, in general, shall be to provide for and promote the health, safety, and welfare of the Members, to collect the annual assessments and to administer the Maintenance Fund (as defined

in Article IV), to provide for the maintenance, repair, preservation, upkeep, insurance and protection of the Project and the Common Elements, and such other purposes as are stated in the Governing Instruments.

2.03. General Powers and Authority. The Association shall have all the powers of a non-profit corporation established under Texas law, subject only to the limitations contained in the Governing Instruments. The Association may perform all acts which may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by the Governing Instruments.

2.04. Directors. The Association shall act through a Board of Directors, which shall manage the affairs of the Association. The initial three (3) Directors of the Association shall be selected by Declarant. Each initial Director shall serve until the initial meeting of Members of the Association and, thereafter, until his successor is duly elected and qualified pursuant to the Governing Instruments. After the expiration of the term of the initial director, the Members shall elect a Board of Directors as provided for in the Bylaws.

2.05. Members. Each Owner of a Lot, including Declarant, whether one or more persons or entities, 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 be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot 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.

2.06. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person hold as interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE III

PROPERTY RIGHTS

3.01. Property Subject to Declaration. All the real property described in Exhibit "A" hereto, including the land, all improvements and structures thereon, and all easements,

rights, and appurtenances belonging thereto, shall be subject to this Declaration.

3.02. Townhome Map. Attached hereto and incorporated herein for all purposes as Exhibit "D" is the Townhome Map. The Townhome Map sets forth, among other things, a survey of the Property that is described in Exhibit "A", showing the location of each Townhome designated by letter, a legal description and plat of each Lot showing its square footage, and Lot number, and a general description of the Common Elements. Declarant reserves the right to amend the Townhome Map from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access road easements and parking areas.

3.03. Exclusive Ownership and Possession. Each Owner shall be entitled to the exclusive ownership and possession of his Lot. Any Lot may be jointly or commonly owned by more than one person. The boundaries of the Lot shall be and are as shown on the Townhome Map.

3.04. Sale of Lot. The right of an Owner to sell, transfer or otherwise convey his Lot shall not be subject to any right of first refusal of the Association or any similar restriction.

3.05. Common Elements. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Elements described in Exhibit "C" hereto. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching on the lawful rights of the other Owners.

3.06. Partition of Common Elements. The Common Elements shall remain undivided and shall not be the object of an action for partition or division so long as the Property remains a townhome project. In any event, all First Mortgagees must be paid prior to the bringing of an action for partition or the consent of all First Mortgagees must be obtained.

3.07. Nonexclusive Easements. Each Owner shall have a nonexclusive easement for use and enjoyment of the Common Elements and for ingress, egress, and support over and through the Common Elements. These easements shall be appurtenant to, and shall pass with the title to, each Lot and shall be subordinate to any exclusive easements granted, as well as to any rights reserved to the Association to regulate the time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

3.08. Extent of Owners' 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 make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Townhomes, the Lots and Common Elements or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Owner;

(b) the right of the Association to grant or dedicate easements in, on, under or above all or any part of the Common Elements to any public agency, government authority, political subdivision, or any utility company for such purposes and subject to such conditions as may be agreed to by a majority vote of the Members;

(c) the right of the Association to suspend the voting rights of a Member during the period he is in default in excess of thirty (30) days in the payment of any assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction 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 its Governing Instruments or at law or in equity on account of any such default or infraction;

(d) the right of the Association to reasonably limit the number of guests, invitees or tenants of Owners;

(e) the right of the Association, in accordance with its Governing Instruments, to borrow money for the purpose of improving the Common Elements and, subject to the consent of all First Mortgagees, to mortgage said Property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

(f) the right of the Association to make rules and regulations relating to traffic flow, on-street parking and other uses of the streets and driveways in the Project;

(g) the right of the Association to pay and/or to collect any annual Parcel Assessments, Special Assessment for Capital Improvements or Special Parcel Assessments due to the Chandlers Landing Community Association, Inc., as defined in, and pursuant to, the Master Declaration; and

(h) the right of the Association to assist the Environmental Committee of Chandlers Landing in carrying out its duties and responsibilities.

3.09. Title to the Common Elements. The Declarant hereby covenants that it or its agent will convey fee simple title to the Common Elements to the Association, free and clear of all encumbrances and liens. The Common Elements shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Elements.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01. Assessments for Common Expenses. All Owners shall be obligated to pay the assessments imposed by the Association to meet the estimated Common Expenses. Assessments for the estimated Common Expenses shall be due and payable monthly in advance on or before the first (1st) day of each month. Failure to pay by the fifteenth (15th) day of each month shall require the imposition and assessment by the Board of Directors of a late charge of Five and No/Dollars (\$5.00) per day. Contribution for monthly assessments shall be prorated if the ownership of a Lot commences on a day other than the first (1st) day of a month.

4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents of the Project, and in particular for the improvement, maintenance, insurance, and preservation of the Project, and the services and the facilities devoted to said purposes that are related to the use and enjoyment of the Common Elements, the Townhomes and the Lots.

4.03. Maintenance Fund. There shall be established an adequate fund ("Maintenance Fund") for the periodic maintenance, repair and replacement of the Common Elements and the Lots as provided in Article VI hereof, which fund shall be maintained out of regular assessments for Common Expenses.

4.04. Determination of Assessments. The assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses connected with the maintenance and operation of the Common Elements. This determination may include, among other items, insurance, taxes, governmental assessments, landscaping and grounds care, Common Elements lighting, repairs

and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of the Maintenance Fund and a reserve contingency fund. Within fifteen (15) days prior to the beginning of each calendar year, and after consideration of the foregoing matters, the Board of Directors shall fix the assessments, as limited by Section 4.10 hereof. The Association shall notify each Owner of the amount of the assessments. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay. The monthly assessments shall be made according to each Owner's percentage interest provided in Exhibit "B" attached hereto.

4.05. Special Assessments for Improvements. In addition to the assessments authorized above, at any time the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Elements or other portions of the Project, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a two-thirds (2/3) vote of the quorum of Members voting in person or by proxy at a meeting duly called for this purpose.

4.06. No Exemption. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Lot.

4.07. Lien for Assessments.

(a) All sums assessed but unpaid by an Owner for his share of Common Expenses chargeable to his respective Lot, including interest thereon at ten percent (10%) per annum, and shall constitute a lien on such Lot in favor of the Association, superior and prior to all other liens and encumbrances, except only for:

(i) All taxes and special assessments levied by governmental and taxing authorities; and

- (ii) All liens securing sums due or to become due under any duly recorded mortgage, vendor's lien, or deed of trust granted to secure purchase money loans.
- (b) To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by one (1) member of the Board of Directors and may be recorded in the Office of the Clerk and Recorder of Rockwall County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code § 51.002, as hereafter amended, or in any other manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set forth in said § 51.002 in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid in the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same.
- (c) The amount of the Common Expenses assessed against each Lot shall also be a personal debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

- (d) In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to secure payment of a common assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior to those liens listed in Subparagraphs 4.07(a)(i) and (ii).
- (e) Any encumbrancer holding a lien on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of his encumbrance.

4.08. Subordination of Lien. The lien attaching for unpaid assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. No sale or transfer shall relieve such Lot, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

4.09. Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following sale of the Lot to the Owner thereof. This first assessment shall be adjusted according to the number of months remaining in the calendar year of purchase. The Association, upon request of an Owner, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on the Lot owned by such Owner has been paid. A reasonable charge may be made by the Association for the issuance of such certificate.

4.10. Maximum General Assessment. The maximum permitted general assessment (exclusive of special assessments) for the year commencing on the first day of the first month following the first sale of a Lot to an Owner shall be \$_____. The maximum permitted general assessments (exclusive of special assessments) shall be increased each calendar year, effective January 1 of such year, by an amount equal to fifteen percent (15%) of the previous year's maximum permitted general assessment. If at any time the Board of Directors feels the

maximum permitted general assessment is inadequate to fulfill the functions of the Association, it shall duly call a meeting of the Association for the purpose of increasing such maximum amount. At such meeting, the maximum permitted general assessment may be increased by vote of a majority of the Owners.

4.11. Payment of Assessments by Declarant. No assessment shall be payable by Declarant under the terms hereof due to its ownership of a Lot or Lots unless Declarant is leasing such Lot to a tenant or tenants for residential purposes.

ARTICLE V

ARCHITECTURAL CONTROL

5.01. Approval of Plans. No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Property, 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 by (i) the Board of Directors constituted as provided herein and (ii) the Environmental Committee of Chandlers Landing as provided by the Master Declaration. In the event the Board of Directors 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 be deemed to have been granted; provided, however, that the failure of the Board of Directors 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 a manner inconsistent with any provision of this Declaration or the Master Declaration.

5.02. Transfer of Authority. The Board of Directors may designate a representative to act for it in connection with the powers of architectural control conferred in this Article V.

ARTICLE VI

MAINTENANCE

6.01. Common Elements. The Association shall maintain, as provided in this Declaration, the Common Elements, and in particular, but without limiting the generality of the foregoing, shall keep and maintain streets, alleys, driveways, parking areas, and other paved areas not dedicated to any municipality.

6.02. Exterior Maintenance. The Association shall at its option have the right, but not the obligation, to paint, repair, replace or otherwise care for exterior improvements on Lots, including, without limitation, roofs, gutters, downspouts, and exterior Townhome surfaces visible from the Common Elements or any other Lot, provided nonetheless, that said option shall not be exercised except in an emergency situation to protect against potential immediate harm to persons or to the improvements on any one or more Lots, or unless at least two-thirds (2/3rds) of all Members assent to the Association maintaining all exterior improvements on all Lots, pursuant to votes cast at a meeting duly called for this purpose, written notice of which having been delivered to each Member not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting, or unless Declarant and the Owners of specific Lots assent to the Association's maintaining the exterior improvements on such Lots under an arrangement in which the Assessments of those Owners whose Lots have exterior improvements maintained by the Association are adjusted to reflect the cost of such exterior maintenance. If maintenance obligations are assumed for exterior improvements on Lots, such maintenance obligations shall in no event include gate and door fixtures and hardware, any improvements not visible from the Common Elements or another Lot, utility meters, circuit breakers and switch panels, and any water, sewerage, or cable television system lines (except any such lines installed and owned by the Association) within a Lot.

6.03. Easement. The Association is hereby granted an easement of use and right of way on all Lots in order to comply with the terms of this Article VI and entry on any Lot for such purpose shall not be deemed trespass.

6.04. Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, guests or invitees, the Association shall add the cost of such maintenance or repairs, as a special assessment, to the normal assessment of such Owner. In addition, any emergency repairs made in accordance with the terms hereof shall be added as a special assessment to the normal assessment of such Owner.

6.05. Management of the Project. The management and control of the Project shall be the responsibility of the Association, acting alone or through its Board of Directors, its officers or other duly authorized representatives or agents, in accordance with the provisions of the Governing Instruments and such rules and regulations as may be adopted by the Board of Directors, and such amendments, changes, or modifications thereto as may come into effect from time to time.

6.06. Powers and Duties Generally. In addition to the powers of assessment, collection and enforcement set forth in Article IV hereof, the Association may exercise any and all rights and powers hereinafter enumerated together with any and all rights and powers which are necessary or proper to maintain and keep the Project in first-class condition and in a good state of repair, to enforce any of the provisions of the Governing Instruments and regulations duly adopted by the Board of Directors of the Association, or carry out and perform its powers and responsibilities.

6.07. Powers and Duties. The Association shall pay, provide, perform, cause to be performed, maintain, acquire, contract and/or pay for all or any of the following:

(a) Annual Audit; Examination of Books.

An annual balance sheet and statement of income and expense of the Association, its board, officers, the property manager and his staff. Said balance sheet and income and expense statement shall reflect the income and expenditures of the Association, its Board, its officers, the property manager and his staff for the maintenance and operation of the Project for the Association's fiscal year, and shall be prepared by the chief financial officer of the Association, or any other person retained by the Association to prepare the same, or by an independent certified public accountant, as the Board of Directors shall determine. A copy of the balance sheet and statement of income and expense, shall be delivered to each Owner within ninety (90) days after the close of the Association's fiscal year. Additionally, any First Mortgagee or Owner shall be entitled to inspect the books of the Association during usual business hours upon reasonable notice to the Association.

(b) Legal and Accounting. Legal and accounting services and fees for the Association, the Board of Directors, officers, the property manager and his staff, provided that said services and fees are incurred solely in connection with (i) the management, operation and maintenance of the Project, (ii) the performance or enforcement (including the collection of assessments) of the provisions of the Governing Instruments, (iii) protest or litigation to contest local real estate taxes, or (iv) litigation arising out of the condemnation of all or any portion of the Common Elements.

(c) Taxes and Assessments. Taxes and/or assessments of whatever type duly assessed against all or any portion of the Common Elements or of the Association, whether or not such taxes are a lien upon said property or any portion thereof, which taxes and/or assessments are not separately assessed to individual Owners.

(d) Insurance. The cost of maintaining the public liability and property damage policies and the fire and extended coverage insurance policy as provided in Article IX hereof.

(e) Fidelity Bonds. Such fidelity bond or bonds naming the Board of Directors of the Association, its officers, Members, the property manager, his staff and/or such other person or persons as may be designated by the Association as principals with the Association (as trustee) as the obligee.

(f) Management Services. The services of a Manager, together with the services of such other Persons as the Board shall from time to time determine to be necessary or proper to the daily management, operation and maintenance of the Project, provided that no contract for such services shall be made and entered into which binds the Association for the period in excess of one (1) year except with the approval of a majority of the Owners. Further, all such contracts shall be terminable for cause upon thirty (30) days' written notice.

(g) Materials. All supplies and materials necessary or proper to the daily management, operation and maintenance of the Project; provided, however, that no contract for such supplies and materials shall be made and entered into which binds the Association for a period in excess of one (1) year, except with the approval of a majority of the Members.

(h) Repairs, Maintenance, Reconstruction. Subject to the further provisions hereof, arrangements for cleaning, painting, maintenance, repairs, reconstruction and replacement of and to all or any portion of the Project which are required to be cleaned, painted, maintained, repaired, reconstructed or replaced by the Association.

(i) Gardening and Landscaping. The services of a gardener or other maintenance personnel to maintain, renew, and replace all or any portion of the

landscaping, gardens and green areas, within the Common Elements together with all tools, supplies, plants and equipment reasonably necessary for such purpose.

(j) Trash, Rubbish Collection. The services of a trash, rubbish and garbage collection company or agency, whether public or private, for the purpose of promptly, regularly and efficiently collecting from designated areas within the Project and removing from the Project all trash, rubbish, garbage and refuse.

(k) Miscellaneous Services. Such other services for the use, enjoyment and protection of the Project and the residents thereof as the Association may determine from time to time are reasonable, proper or desirable.

6.08. Additional Authority. The Association, acting through its Board, officers or other duly authorized representatives or agents shall have authority to establish and publish uniform rules and regulations as may be deemed by them to be reasonable in connection with the use, occupancy and maintenance of the Project, and to alter, amend or modify such rules and regulations from time to time. All First Mortgagees requesting same shall be given a copy of such rules and regulations. A copy of such rules and regulations shall be:

(a) posted in one or more conspicuous places in each building located on the Common Elements; and

(b) distributed to each Owner.

Such rules and regulations shall be binding upon each and every Owner and the members of his family and his tenants, social guests, employees, servants, and invitees.

6.09. Delegation of Powers. The Association or the Board may delegate any of its duties, powers or functions to any qualified Person to act as property manager. Said property manager may further be authorized to file any notice and take any legal action on behalf of the Owners which filing or the taking of such action is within the authority of the Association or the Board. Neither the Association, nor the members of its Board, nor its officers or committee members shall be liable for any omission or improper exercise by the property manager or his staff of any such duty, power or function so delegated.

6.10. Right of Entry. The property manager or any one or more qualified persons designated by the property manager or by the Board of Directors, shall have the right and authority to enter upon and within any Townhome, other improvement or any Lot, in the presence of the Owner thereof where reasonably possible, for the purpose of (i) making emergency repairs therein, (ii) performing necessary maintenance or repairs to portions of the Common Elements, (iii) abating any nuisance, or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained therein, (iv) protecting the property rights and welfare of the other Owners or (v) for any other purpose reasonably related to the performance by the property manager of his responsibilities under the terms of this Declaration as the same may from time to time be amended or modified by the Association. Such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use and/or enjoyment of the Owner or occupant of such improvement and shall be preceded by reasonable notice to the Owner or occupant thereof whenever the circumstances permit. Any damages to a Lot or to the furniture, furnishings, decorations or improvements contained therein resulting from negligence of the property manager during the exercise of such right of entry shall be repaired by the Association.

6.11. Limitation of Liability. Neither the Declarant (nor its agents or employees) nor the Association, nor its Board of Directors (nor any member thereof), nor its officers (nor any of them), nor any committee of the Board of Directors (nor any member thereof), nor the property manager nor his staff shall be liable for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or in any other document to be performed by the same, or for injury or damage to persons or property caused by fire, explosion, the elements or by another Owner or person in the Project or resulting from electricity, water, rain, dust or sand which may leak or flow from outside any building or from any part of any building or from any pipes, drains, conduits, appliances or equipment, or from any other place or cause unless caused by the gross negligence or willful misconduct of Declarant, the Association, the Board of Directors, the committee, officers, the property manager or his staff.

6.12. Indemnification. The Association shall and does hereby indemnify the Board of Directors (and each member thereof), the officers of the Association (and each of them), the members of all committees of the Board of Directors (and each of them), the property manager and each member of his staff and each of the employees of the Association against all expenses and liabilities, including attorney's fees, reasonably

incurred by such person or persons in connection with any proceeding to which he may be a party, by reason of his being or having been a director, officer, committee member, property manager or employee of the Association, except in such cases where he is adjudged in such action to have acted with gross negligence or willful misconduct in the performance of his duties or to have breached a fiduciary duty.

6.13. Non-Profit Character of Association. Notwithstanding anything contained in this Declaration to the contrary, neither the Association nor its Board of Directors, the property manager or his staff may do, conduct or engage in any activity, or cause the same to be done, which may jeopardize the non-profit character of the Association.

ARTICLE VII

PARTY WALLS

7.01. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a multifamily structure in the Project and placed on the dividing line between the Lots shall constitute a Party Wall and, to the extent not inconsistent with the provisions of this Section or of the Master Declaration, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. Reciprocal easements shall exist upon and in favor of the adjoining Lots for the maintenance, repair and reconstruction of Party Walls, and of any electrical, gas or plumbing lines located within such wall and serving the Lots on both sides of such wall, and the costs thereof shall be the joint and equal responsibility of the Owners separated by such wall; provided, however, that any Owner who through negligence or otherwise damages a Party Wall or any utility lines within such wall shall be solely responsible for repairing such damage. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

7.02. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII

INSURANCE

8.01. Casualty Insurance on Insurable Common Elements. The Association shall keep all insurable improvements and fixtures of the Common Elements insured against loss or damage

by fire and other perils normally covered by the standard extended coverage endorsement for the full insurance replacement cost thereof, and may obtain insurance against such other hazards, liabilities, and casualties as the Association deems necessary or desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association deems desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Elements shall be written in the name of, and the proceeds thereof shall be payable to, the Association.

8.02. Blanket Insurance on Townhomes. In addition to casualty insurance on the Common Elements, the Association may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as it deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Townhomes. The insurance coverage with respect to the Townhomes shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Owners and the First Mortgagees as their respective interests may appear. The insurance policies shall contain the standard mortgage clause, or equivalent endorsement, which is commonly accepted by private institutional mortgage investors in the area and shall appropriately name FNMA or FHLMC if such corporations are First Mortgagees.

8.03. Fidelity Insurance. The Association shall have the option, at the discretion of the Board of Directors, to obtain through the Board of Directors, or its duly authorized agent, a policy of fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

8.04. Insurance Premiums. Premiums for all insurance authorized by the Board of Directors shall be a Common Expense of the Association to be included in the regular annual assessments.

8.05. Insurance on the Townhomes. In the event that a blanket casualty and fire insurance policy is not maintained on the Townhomes as provided in Section 8.02 above, each Owner shall be required to furnish annually to the Association, to the complete satisfaction of the Board of Directors, proof of insurance coverage on his Townhome by a reputable insurance

company acceptable to the Association and licensed to do business in the State of Texas, in an amount equal to the replacement costs of the Townhome, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. In the event of damage or destruction of a Townhome, the Owner thereof shall repair or rebuild such Townhome to its former condition. In the event said Owner fails or refuses to do so, the Association is hereby authorized to undertake to rebuild or repair the Townhome and assess said Owner for the cost of such repair or replacement. Such assessment shall become the personal obligation of said Owner and shall be enforceable as if it were an assessment as herein provided. Should an Owner fail to provide adequate proof of insurance, the Association shall have the authority to purchase such coverage, as herein described, and premiums for any insurance obtained by the Association on an individual Townhome shall be a debt owed by the Owner of said Townhome and shall become part of the assessments payable by said Owner and collectible as such as herein provided. Liability and personal property insurance for units and the contents of Townhomes shall be the responsibility of, and the expense of each individual Owner.

8.06. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Elements improvements and fixtures, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such Owners. In the event that the Association is maintaining blanket casualty and fire insurance on the Townhomes in the Project, the Association shall repair or replace the same from the insurance proceeds available.

8.07. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE IX

USE RESTRICTIONS

The Lots, Townhomes and Common Elements shall be occupied and used as follows:

9.01. Residential Use. No Owner shall occupy or use his Lot or Townhome, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, invitees and tenants. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot or Townhome.

9.02. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the Townhome, shall be placed on any Lot, either temporarily or permanently. However, Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the Property as in his sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots and the construction of other improvements on the Project. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs 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 on the Project.

9.03. Obstruction of Common Elements. There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior written consent of the Board of Directors.

9.04. Insurance. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance on the Common Elements, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on any part of the Common Elements, or which would be in violation of any law. No waste will be permitted in the Common Elements.

9.05. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, in any Townhome or upon the Common Elements, 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 Directors shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No commercial trucks or tow trucks, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other like vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on the private street or Owner's assigned parking space, except as permitted in writing by the Board of

Directors. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on the private street or other portion of the Common Elements or the driveway leading to the garage. The use or discharge of firearms, firecrackers, or other fireworks in the Project is prohibited.

9.06. Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as it or an Affiliate of Declarant shall own any portion of the Property, no sign of any kind shall be displayed to the public view on any Unit or the Common Elements, except that any Owner may display one (1) sign structure to advertise the Lot and residence for sale or rent. The Board of Directors or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

9.07. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any Townhome, or on any portion of the Common Elements, except dogs, cats, or other common household pets (not to exceed two (2) adult animals unless otherwise approved in writing by the Board of Directors), but they shall not be bred or kept for commercial purposes. At the request of any Owner, the Board of Directors may, in its sole discretion, determine whether a pet is a nuisance or whether there is an excessive number of pets and require the removal of the nuisance pet or pets found to be excessive.

9.08. Garbage and Refuse Storage and Disposal. All Lots, Townhomes, and the Common Elements shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Elements shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers, which shall be maintained in a clean and sanitary condition. The Association has the right to determine the method of garbage disposal, and whether it 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.

9.09. Patio and Storage Elements. Each Owner must keep his front courtyard, back yard, patio, balcony and storage area clean and free of trash and, if he fails to do so, the Association may clean it and remove the trash and levy an assessment upon said Lot which will have the same force and effect as any other assessment of the Association.

9.10. Compliance with Governmental Regulations. No Lot or Townhome shall be used in violation of any ordinance or regulation of any governmental authority.

ARTICLE X

EASEMENTS

10.01. Easements. Each Owner and the Association shall have an easement in common with other Owners to use all pipes, ducts, cables, wires, conduits and public utility lines, air conditioning pads, compressors, cooling lines, mailboxes, sprinkler control boxes and any meters located upon other Lots and serving his Lot or the Association and shall have an easement over each such Lot for all such pipes, ducts, cables, wires, conduits, and public utility lines which serve his Lot or the Association. In addition, each Owner shall have an easement for the continuance of any encroachment by his Townhome on any adjoining Lot or Common Elements now existing as a result of construction of the Townhome so that any such encroachment may remain undisturbed so long as the Townhome stands.

10.02. Private Street Easement. In connection with ownership of all Lots, there is hereby expressly reserved unto the Declarant and its successors and assigns, the common right and easement to use that portion of the Property which is designated as a private road for access, ingress and egress to and from the Lots. The private street easement described herein is established and dedicated for the exclusive use of the Owners of all Lots, and shall remain unobstructed so that the Owner of any Lot shall have the free, unobstructed and common use of the easement for the purpose of access to and from said public street to his Lot. The costs of reasonable and necessary repairs and maintenance of the private street easement established and dedicated in this Section, due to normal wear and tear, shall be shared equally by the Owners of the easement needing repairs and maintenance. An Owner shall have the right to call for a larger contribution from any other Owner if the rules of law regarding liability for negligent or willful acts or omissions are applicable.

10.03. Utility Easement. Either the Declarant or the Association shall have the right to grant to any utility company furnishing a service to any portion of the Project a specific easement by separate recordable document upon, across, over and on the Project. Nothing contained herein shall be construed to limit or in any manner restrict any easement created upon, across, over and on the Project to the extent specified hereinafter.

- (b) change the subordination of the assessment lien;
- (c) change the voting rights of the Members of the Association;
- (d) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of Townhomes, the exterior maintenance of the Common Elements including party walls or common fences and driveways, or the upkeep of lawns and plantings or otherwise abandon the status of the Project;
- (e) fail to maintain fire and extended coverage on insurable Common Element property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
- (f) use hazard insurance or condemnation proceeds for losses to any portion of the Project other than in a manner specified in the documents;
- (g) change reserves for maintenance, repair and replacement of the Common Elements;
- (h) change the ownership or the right to use the Common Elements;
- (i) convert a Lot into a portion of the Common Elements or convert a portion of the Common Elements into a Lot or Townhome;
- (j) fail to maintain fidelity bond coverage;
- (k) impose any restrictions on a Lot Owner's right to sell or transfer his property;
- (l) take any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or
- (m) make any other material amendment to the Governing Instruments. The consent of the Members to which one hundred percent (100%) of the votes in the Association are allocated and the approval of the holders of mortgages on Units subject to a mortgage shall be required to terminate the legal status of the Project.

If an addition or amendment is not considered a material change, such as the correction of a technical error or the clarification of a statement, approval may be assumed when a

First Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

11.03. Notice to First Mortgagees. Upon request, holders of first mortgage liens, insurers or guarantors of the first mortgage shall be entitled to:

- (a) inspect the books and records of the Association during normal business hours;
- (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year if an audited financial statement is available. If such an audited financial statement is not available, the First Mortgagee, insurer, or guarantor of the first mortgage shall be entitled to an audited financial statement prepared at its expense;
- (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings;
- (d) receive notice of any default in the performance by the Owner of any obligation under the Governing Documents that is not cured within sixty (60) days;
- (e) receive notice of any abandonment or termination of the Project;
- (f) receive notice of any material amendment to the Governing Documents;
- (g) receive notice of any decision to terminate professional management and assume self-management;
- (h) receive notice of any condemnation or casualty loss that affects either a material portion of the Project or a Lot securing its mortgage;
- (i) receive at least ten (10) days notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (j) receive notice of any proposed action that requires the consent of a specified number of eligible mortgage holders.

11.04. Reimbursement to First Mortgagees for Payment of Taxes or Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

11.05. Insurance or Condemnation Proceeds. No provision of this Declaration, the Bylaws or Articles of Incorporation of the Association shall be construed as giving the Owner or other party priority over any rights of the First Mortgagee pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements or Units and Improvements.

11.06. Leases. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Instruments and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and for a minimum term of six (6) months.

11.07. Condemnation. If all or any part of the Project is taken or threatened to be taken by eminent domain or by any power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be borne by the Maintenance Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be

determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as feasible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the plat attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners.

ARTICLE XII

GENERAL PROVISIONS

12.01. Enforcement. The Association, as a Common Expense to be paid out of the assessments, 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. 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 or default.

12.02. Availability of Records. The Association shall make available to all Owners and First Mortgagees current copies of the Declaration, Bylaws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association shall also be required to make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominium and the most recent annual audited financial statement if such is prepared. Any such documents or records shall be available for inspection upon request during normal business hours or under other reasonable circumstances.

12.03. Financial Statements. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the condominium, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year. The agency or corporation requesting audited financial statements shall bear the cost of preparing such statements.

12.04. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, 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 terminated by a vote of two-thirds of the Members. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than fifty percent (50%) of the Unit Owners. Any such amendment must be recorded.

12.05. Correction of Error. Declarant reserves, and shall have the continuing right until the end of the Sale Period, without consent or joinder of any other party including but not limited to First Mortgagees, to amend this Declaration or the Bylaws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units, except as provided herein.

12.06. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

12.07. Notices. Any notice required to be sent to any Member, Owner, or First Mortgagee under the provisions of this Declaration shall be in writing and shall be deemed to be delivered when actually received or, if earlier and regardless of whether actually received, upon deposit in a regularly maintained receptacle for the United States mail, registered or certified mail, postage prepaid, addressed to the last known address of the person who appears as Member, Owner, or First Mortgagee on the records of the Association at the time of such mailing.

12.08. Right to Assign. Declarant may, by appropriate instrument, assign or convey to any person, corporation or other entity, any and all of the rights, reservations, easements and privileges herein reserved by Declarant.

12.09. Gender. Words of any gender used herein shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

12.10. Severability. The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective this ____ day of _____, 1990.

DECLARANT:

CHISHOLM FEDERAL SAVINGS & LOAN
ASSOCIATION,
a federally chartered savings
and loan association

By: _____
Name: _____
Its: _____

A C K N O W L E D G E M E N T

STATE OF _____

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Chisholm Federal Savings & Loan Association, a federally chartered savings and loan association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and as the act and deed of said association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 1990.

NOTARY PUBLIC, State of _____
Notary's Name Printed:

My Commission Expires:

0273q

EXHIBIT "B"

DESCRIPTION OF LOTS

| <u>Lot Number</u> | <u>Legal Description</u> | <u>Percentage Interest In Common Elements</u> |
|-------------------|--------------------------|---|
| 532 | | 16.66% |
| 534 | | 16.66% |
| 536 | | 16.66% |
| 538 | | 16.66% |
| 540 | | 16.66% |
| 542 | | 16.66% |

EXHIBIT "C"

DESCRIPTION OF COMMON ELEMENTS

(To Be Attached)

EXHIBIT "D"

TOWNHOME MAP

(To Be Attached)

The Cabanas

Matchpoint Tennis Courts West

Homesense's Base/m Kegles

5499 Elen Fakes Dr

Dallas, TX 75231

Michael J Coleman

522 Yacht Club Dr

Rockwall 75087

Billy J. Luntz

524 Yacht Club Dr

Douglas J Ray

526 Yacht Club Dr

Louis Alvarez

2105 N E Clarkmas

Portland, OR 97232

Michael Kegles

5499 Elen Fakes Dr

Dallas 75231

Matchpoint Tennis Courts East

4% Union Federal Savings

2500 1st Industrial Bank Tower

1445 Ross

Dallas TX 75202

(4)

Kingfisher Federal S & L Loan

801 S Main

Kingfisher, OR 97150



September 17, 1990

Pat Atkins
Executive Vice President
Don A. Tipton, Inc.
6330 Belt Line Road, Suite C
Garland, Texas 75043

Re: Matchpoint Townhomes
Rockwall, Texas

Dear Mr. Atkins,

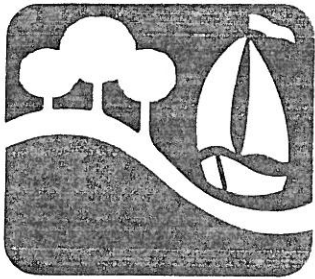
Please accept this letter as your full authorization to make application on behalf of Chisholm Federal Savings and Loan for re-zoning and re-platting of the properties known as the Matchpoint Townhomes.

Thank You,

A handwritten signature in cursive script that reads "Charlcie Guthery".

Charlcie Guthery
Vice President

CG/dt



CITY OF ROCKWALL

"THE NEW HORIZON"

October 4, 1990

Mr. Pat Atkins
Don A. Tipton, Inc.
5330 Beltline Road, Suite C
Garland, Texas 75043

Re: Replat of Matchpoint Homes

Dear Mr. Atkins:

I have reviewed the proposed replat and the zoning request and I have the following comments:

Replat

1. Please identify in writing if by replatting this property any existing covenants applicable to this property are altered or affected.
2. Identify on a copy of the plat drawing where the existing parking is located for all of the lots shown.

Rezoning

1. Rather than identifying all of the miscellaneous uses that are allowed in our standard residential zoning classification, I think the approved use should be limited to one attached townhouse unit with wording changes as attached. None of the other permitted or conditional uses will apply in this case and should not be included. The prohibited uses are also not necessary.
2. The area requirements in Section E. should be amended as follows:
 - a. Delete E.1.
 - b. E. 2. Should be 1,050 square feet
 - c. In E. 4. you provide a minimum square footage of 800 square feet. Please identify the square footage of the existing units. This minimum should be raised if the existing square footage is higher.

- d. E.5. should be reworded to say minimum lot frontage on a public street or approved private access - 25 feet.
- e. E.7. needs to be better defined. Are the units offset from the proposed front property line? If so the setback should be tied to the front property line.
- f. In regard to E.8. are the units now offset from the rear by 3 feet?
- g. Delete items E.10. and E.11. They are not applicable.
- h. In regard to E.12. is this the current coverage on these lots?
- i. In regard to E.13 is this the height of existing structures?
- j. Delete E.14.(b). This is not applicable.

An additional requirement that would be placed on the P.D. would be a limitation of no more than six dwelling units within the P.D. Is there a specific dwelling style on the existing units? One consideration of the Commission may be continuity of development if one of the existing units were to burn down. Please have elevations or pictures of the existing units at the meeting Thursday night.

Several other departments are in the process of reviewing the plat and I will let you know if they have any additional comments. Please let me know if you have any questions regarding these items.

Sincerely,

Julie Couch/hcc

Julie Couch
Assistant City Manager

hcc

*need a footprint & where
do actual buildings sit
on the lots*

Era agraj

*Beverly
Stevat*

Lana Holland

2025ment

Prepared in Cooperation With the STATE OF TEXAS DEPARTMENT OF COMMUNITY AFFAIRS.

The Preparation of this Map was Financed in Part Through COMPREHENSIVE PLANNING ASSISTANCE GRANT NO. TX - 06-16-1183-33.

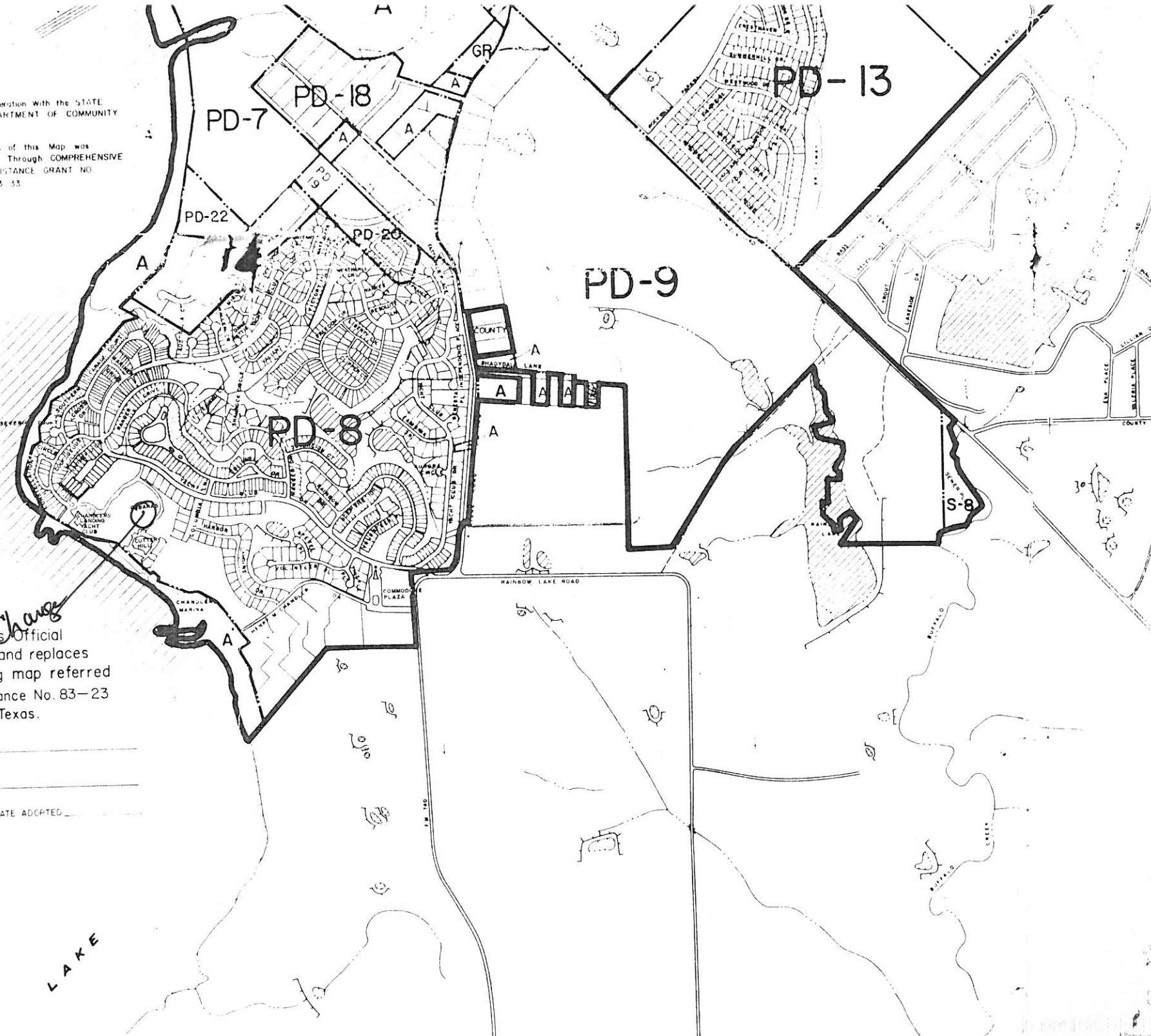
Change
This is to certify that this Official Zoning Map supersedes and replaces the original official zoning map referred to in Section 1.3 of Ordinance No. 83-23 of the City of Rockwall, Texas.

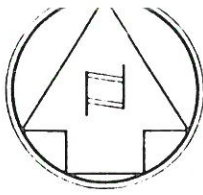
E. J. Van Tassel, Mayor

S. J. ... Secretary

DATE ADOPTED _____

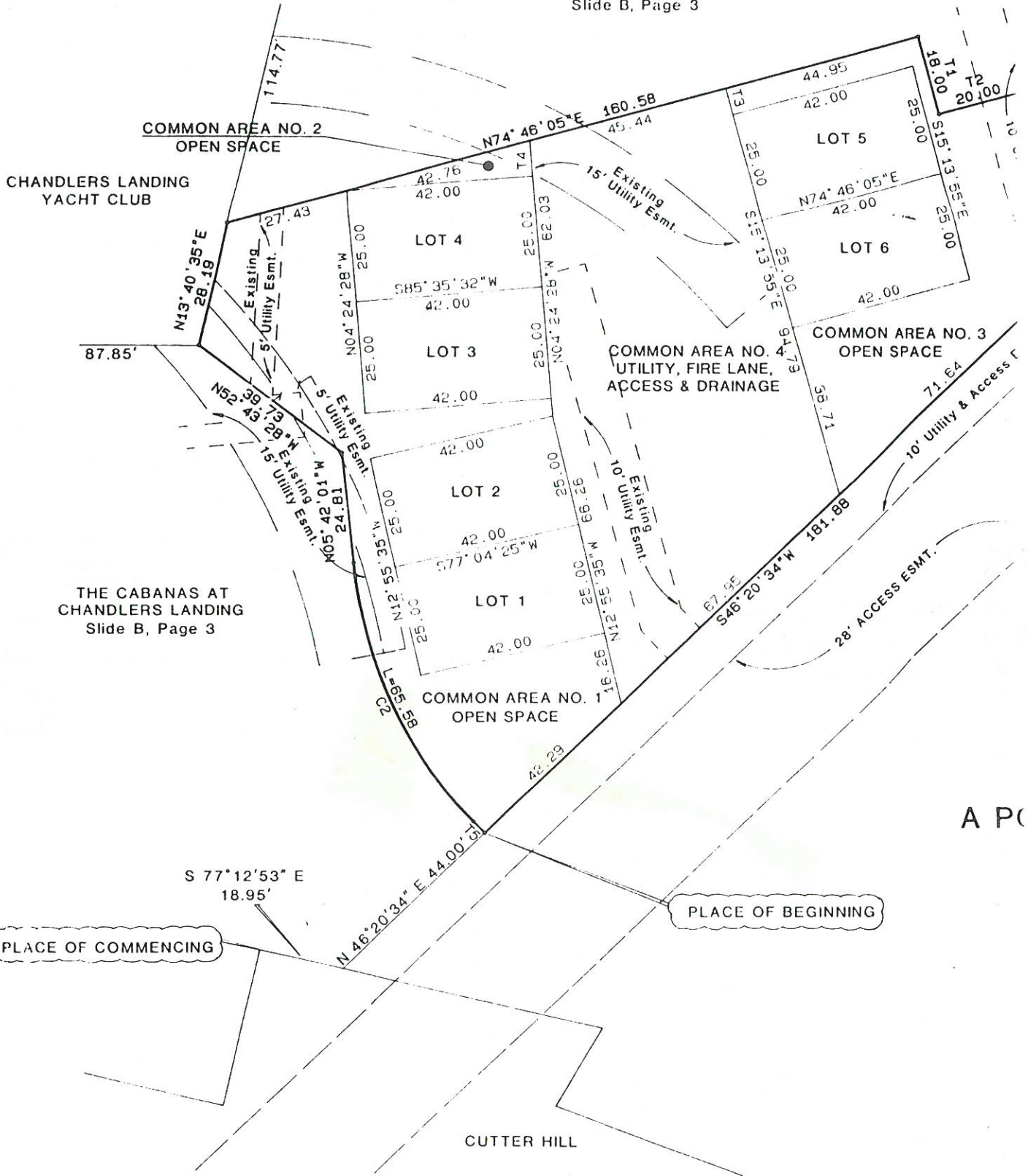
L A K E





| | | |
|----|--|---------|
| T3 | S 13° 13' 55" E | L 8.00' |
| T4 | N 04° 24' 28" W | 8.03' |
| T5 | N 43° 39' 26" W | 3.50' |
| C1 | CB- S 36° 52' 08" W CD- 36.87' CA- 18° 56' 51" | |
| | R- 112.00 T- 18.69' L- 37.04' | |
| C2 | CB- N 24° 40' 43" W CD- 64.39' CA- 37° 57' 25" | |
| | R- 99.00' T- 34.05' L- 65.53' | |

THE CABANAS AT CHANDLERS LANDING
Slide B, Page 3



A PO

CITY OF ROCKWALL
Planning and Zoning Agenda

Agenda Date: October 11, 1990 **Agenda No:** III. A.

Agenda Item: P&Z 90-29-Z/FP - Hold Public Hearing and Consider Recommending Approval of a Request for a Change in Land Use Designation within PD-8 from Multifamily to Single Family, Approval of Area Requirements and Development Plan, and Approval of a Replat of a Portion of the Cabanas Addition

Item Generated By: Applicant, Chisolm Savings

Action Needed: Hold public hearing and take necessary action on the zoning change and replat.

Background Information:

We have received a request for several actions on a portion of the Cabanas in Chandlers Landing. The current owner, Chisolm Savings wishes to create six single family lots out of a multifamily area that is currently platted into one lot. The six lots are already occupied by six condominium structures. The owners want to be able to market them as single family homes and this will require a rezoning under the PD and replatting of the lots. Our comments regarding the request are as follows:

Rezoning

1. The applicant had submitted a list of uses for the single family designation. This list is from our standard single family classifications. It is our recommendation that the uses be limited to only single family structures. It would be impossible to put any other use on these lots other than a house. The area requirements that are recommended are attached. These requirements are tailored to the existing development.
2. The development plan for the units should consist of the plat and the footprint of the existing development, which includes the parking spaces for the units.
3. The six units are currently served by electrical services that are located on three of the units. The owner will need to either move three of the services, which would have an expense associated with it, or grant easements to accommodate those utilities on the adjacent lots. The owner is reviewing this and will respond prior to the meeting Thursday night.
4. The six units that exist are all built alike. Should one of the units burn down an owner could reconstruct any style unit unless provision is made in the ordinance to restrict development to the existing style of building. The applicant will have pictures of the units Thursday night.
5. The PD should be restricted to no more than six lots within the PD.

Replatting

1. The plat needs to reflect access in the common area No.3. Parking for the two lots within this common area is located here.

Attachments:

1. Plat
2. Area Requirements

Agenda Item: Cabanas Replat

Item No: III. A.

CITY OF ROCKWALL
City Council Agenda

Agenda Date: October 15, 1990

Agenda No: V. D.

Agenda Item: P&Z 90-29-Z/FP - Hold Public Hearing and Consider Approval of an Ordinance Authorizing a Request for a Change in Land Use Designation within PD-8 from Multifamily to Single Family, Approval of Area Requirements and Development Plan, and Approval of a Replat of a Portion of the Cabanas Addition

Item Generated By: Applicant, Chisolm Savings

Action Needed: Hold public hearing and take necessary action on the zoning change and replat.

Background Information:

The Planning and Zoning Commission has recommended approval of this request for both rezoning and replatting with the following conditions:

1. That the authorized use for this tract be changed to townhouse and the area requirements be approved as attached. Two of the requirements have been changed to increase the required minimum square footage to 1200 sq. ft. and that the maximum height be reduced to 23 feet. These changes reflect what is actually constructed.
2. That the existing development plan not be changed. A copy of that plan is attached.
3. That the existing elevation design be approved as a part of the PD. Any reconstruction would have to conform to the existing building style.
5. That the PD be restricted to no more than six lots within the PD.

The plat has been amended to reflect the parking and access easement in the common area adjacent to the two separate lots. Language has also been added to the plat to address the location of the utility units.

As a point of information the existing units were constructed to multifamily standards under the building code. By changing the zoning to townhouse the existing units will become nonconforming units under the building code. This will not affect the units unless one is destroyed or removed. Any reconstruction will have to conform to the new standards. The owner is aware of this and has no problem with that provision.

Attachments:

1. Revised Plat
2. Area Requirements
3. Existing development plan
4. Ordinance

Agenda Item: Cabanas RePlat

Item No: III. A.

CITY OF ROCKWALL
City Council Agenda

Agenda Date: October 15, 1990

Agenda No: V. D.

Agenda Item: P&Z 90-29-Z/FP - Hold Public Hearing and Consider Approval of an Ordinance Authorizing a Request for a Change in Land Use Designation within PD-8 from Multifamily to Single Family, Approval of Area Requirements and Development Plan, and Approval of a Replat of a Portion of the Cabanas Addition

Item Generated By: Applicant, Chisolm Savings

Action Needed: Hold public hearing and take necessary action on the zoning change and replat.

Background Information:

We have received a request for several actions on a portion of the Cabanas in Chandlers Landing. The current owner, Chisolm Savings wishes to create six single family lots out of a portion of multifamily area containing approximately 19 units that is currently platted as one lot. The six lots are already occupied by six condominium structures. The owners want to be able to market them as single family homes and this will require a rezoning under the PD and replatting of the lots. Our comments regarding the request are as follows:

Rezoning

1. The applicant had submitted a list of uses for the single family designation. This list is from our standard single family classifications. It is our recommendation that the uses be limited to only single family structures. It would be impossible to put any other use on these lots other than a house. The area requirements that are recommended are attached. These requirements are tailored to the existing development.
2. The development plan for the units should consist of the plat and the footprint of the existing development, which includes the parking spaces for the units.
3. The six units are currently served by electrical services that are located on three of the units. The owner will need to either move three of the services, which would have an expense associated with it, or grant easements to accommodate those utilities on the adjacent lots, if that is permissible under the building code. This issue will be discussed at the meeting Thursday night.
4. The six units that exist are all built alike. Should one of the units burn down an owner could reconstruct any style unit unless provision is made in the ordinance to restrict development to the existing style of building. The applicant will have pictures of the units Thursday night.
5. The PD should be restricted to no more than six lots within the PD.

Replatting

1. The plat needs to reflect access in the common area No.3. Parking for the two lots within this common area is located here.

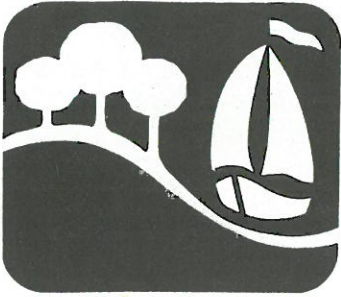
The Commission will consider this item Thursday night. We will forward their recommendation to you on Friday.

Attachments:

1. Plat
2. Area Requirements

Agenda Item: Cabanas RePlat

Item No: V. D.



CITY OF ROCKWALL

"THE NEW HORIZON"

September 26, 1990
PUBLIC NOTICE

The Rockwall Planning and Zoning Commission will hold a public hearing on Thursday, October 11, 1990, at 7:30 P.M. in City Hall, 205 West Rusk, and the Rockwall City Council will hold a public hearing on Monday, October 15, 1990, at 7:00 P.M. in City Hall to consider approval of a request from Chisolm Federal for a amendment to PD-8, Planned Development No. 8 to change the land use designation under the Planned Development from multi-family to single family for townhouse development on a portion of a tract of land within Lot 1, Block A, the Cabanas and commonly known as Matchpoint Homes more particularly described on the reverse of this page. The purpose of this request is to create individual lots under the existing six units in this area, which area currently all located on one lot. This request would not authorize the construction of any additional units. A copy of the proposed lot layout is attached.

As an interested property owner you are encouraged to attend these meetings or notify the Commission and Council of your feeling in regard to the matter by returning the form below to City Secretary, 205 W. Rusk, Rockwall, TX 75087.

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons

1. *It will increase density of population*
2. *It will divert recreation space for living space*
3. *It will obstruct the scenic view.*

Name Manning Stone

Address 7123 Azalea
Dallas 75230

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

THENCE, South $77^{\circ} 12' 53''$ East, a distance of 18.95 feet along a Northerly line of Cutter Hill to the most Easterly South corner of said Cabanas at Chandlers Landing.

THENCE, North $46^{\circ} 20' 34''$ East, a distance of 44.00 feet along the Southeast line of said Cabanas at Chandlers Landing to the Point of Beginning, an "X" in concrete found at corner.

THENCE, North $43^{\circ} 39' 26''$ West, a distance of 3.50 feet to the beginning of a target curve to the Right having a central angle of $37^{\circ} 57' 25''$, a radius of 99.00 feet and a chord bearing of South $36^{\circ} 52' 08''$ West, an "X" in concrete street found at corner.

THENCE, Around said curve, a distance of 65.68 feet to the end of said curve, a 1/2" iron pin found a corner.

THENCE, North $05^{\circ} 42' 01''$ West, a distance of 24.81 feet to an "X" in concrete found at corner.

THENCE, North $52^{\circ} 43' 28''$ West, a distance of 39.73 feet to an angle point on the westerly line of said Cabanas at Chandlers Landing, 1/2" iron pin set at corner.

THENCE, North $13^{\circ} 40' 35''$ East, a distance of 28.19 feet along said Westerly line of Cabanas at Chandlers Landing to a 1/2" iron pin set at corner.

THENCE, North $74^{\circ} 46' 05''$ East, a distance of 160.58 feet to a 60-d nail in a rail road tie at corner.

THENCE, South $15^{\circ} 13' 55''$ East, a distance of 18.00 feet to an "X" in concrete found.

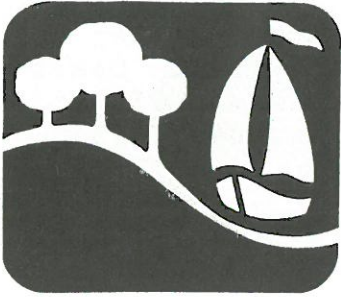
THENCE, N. $74^{\circ} 46' 05''$ East, a distance of 20.00 feet to a 1/2" iron pin set at corner.

THENCE, South $68^{\circ} 48' 11''$ East, a distance of 33.74 feet to a point on the Easterly line of said Cabanas at Chandlers Landing, said point being at the beginning of a curve to the right having a central angle of $18^{\circ} 56' 51''$ a radius of 112.00 feet and a chord bearing of South $36^{\circ} 52' 08''$ East, a 1/2" iron pin found at corner.

THENCE, Along said Cabanas at Chandlers Landing Easterly line, the Following:

Around the previously mentioned curve, a distance of 37.04 feet to the end of said curve, an "X" in concrete found at corner.

South $46^{\circ} 20' 34''$ West, a distance of 181.88 feet to the PLACE OF BEGINNING and containing 19,176 square feet or 0.4402 acres of land.



CITY OF ROCKWALL

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As an interested property owner you are encouraged to attend these meetings or notify the Commission and Council of your feeling in regard to the matter by returning the form below to City Secretary, 205 W. Rusk, Rockwall, TX 75087.

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

1. lower density.
- 2.
- 3.

A D Flemen
Name

4368 Yacht Club Dr
Address

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

THENCE, South $77^{\circ} 12' 53''$ East, a distance of 18.95 feet along a Northerly line of Cutter Hill to the most Easterly South corner of said Cabanas at Chandlers Landing.

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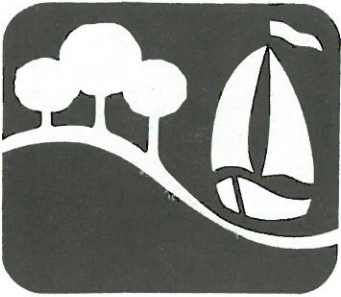
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As an interested property owner you are encouraged to attend these meetings or notify the Commission and Council of your feeling in regard to the matter by returning the form below to City Secretary, 205 W. Rusk, Rockwall, TX 75087.

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

want to upgrade overall quality of Chandler's

I am opposed to the request proposed for the following reasons

- 1.
- 2.
- 3.

Kenneth J. Mart

Name

5554 Canada Court

Address

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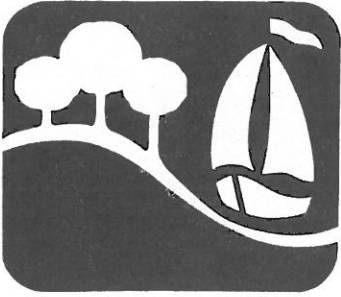
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As an interested property owner you are encouraged to attend these meetings or notify the Commission and Council of your feeling in regard to the matter by returning the form below to City Secretary, 205 W. Rusk, Rockwall, TX 75087.

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons

1. ALL OF THE CONSTRUCTION EXCEEDS
 2. THE LIMIT ON HEIGHT AS CONTAINED
 3. IN RESTRICTIVE COVENANT. NO RELIEF
- SHOULD BE GRANTED UNTIL CONSTRUCTION IS MADE TO COMPLY WITH HEIGHT RESTRICTION

J. R. Hanna P.O. LAKEHURST APIS
Name
2323 BRKAN L. B. 135
Address DALLAS, TEX
75201

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

THENCE, South $77^{\circ} 12' 53''$ East, a distance of 18.95 feet along a Northerly line of Cutter Hill to the most Easterly South corner of said Cabanas at Chandlers Landing.

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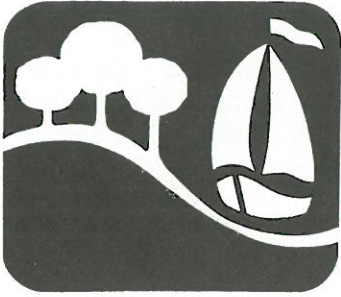
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THENCE, Along said Cabanas at Chandlers Landing Easterly line, the Following:

Around the previously mentioned curve, a distance of 37.04 feet to the end of said curve, an "X" in concrete found at corner.

South $46^{\circ} 20' 34''$ West, a distance of 181.88 feet to the PLACE OF BEGINNING and containing 19,176 square feet or 0.4402 acres of land.



CITY OF ROCKWALL

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As an interested property owner you are encouraged to attend these meetings or notify the Commission and Council of your feeling in regard to the matter by returning the form below to City Secretary, 205 W. Rusk, Rockwall, TX 75087.

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

1. Increase city, county, school tax income
2. Increase P.D. community association income & control
3. Eliminate a condo association which is normally a can of worms and a center of controversy.

C. W. (Bill) Fox
Name

5913 Scepter Dr.
Address

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

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THENCE, North $13^{\circ} 40' 35''$ East, a distance of 28.19 feet along said Westerly line of Cabanas at Chandlers Landing to a 1/2" iron pin set at corner.

THENCE, North $74^{\circ} 46' 05''$ East, a distance of 160.58 feet to a 60-d nail in a rail road tie at corner.

THENCE, South $15^{\circ} 13' 55''$ East, a distance of 18.00 feet to an "X" in concrete found.

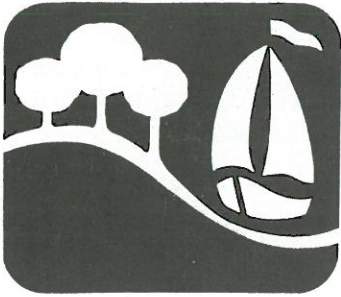
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THENCE, Along said Cabanas at Chandlers Landing Easterly line, the Following:

Around the previously mentioned curve, a distance of 37.04 feet to the end of said curve, an "X" in concrete found at corner.

South $46^{\circ} 20' 34''$ West, a distance of 181.88 feet to the PLACE OF BEGINNING and containing 19,176 square feet or 0.4402 acres of land.



CITY OF ROCKWALL

"THE NEW HORIZON"

September 26, 1990
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P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

→ I am opposed to the request proposed for the following reasons X

1. Chandlers Landing is a planned development based
2. on an approved mix of zoning. Once changes are
3. allowed to begin, can destroy the concept of having a Planned Development. DO NOT WANT CHANGE.

R. C. Houston
Name

6101 Volunteer Pl.
Address

Home owner.

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

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THENCE, Around said curve, a distance of 65.68 feet to the end of said curve, a 1/2" iron pin found a corner.

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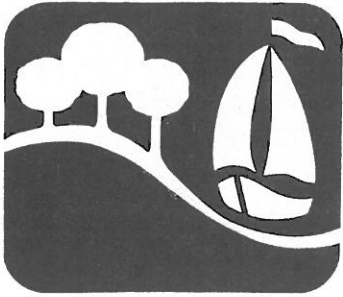
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I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons _____

I am in favor of the request for single families as opposed to multi family, as long as the height restrictions for PD-8 are adhered to as originally planned. The match Point Development did not follow those guidelines.

Brad Davis
Name

544 yacht Club Dr.
Address

407 Columbia

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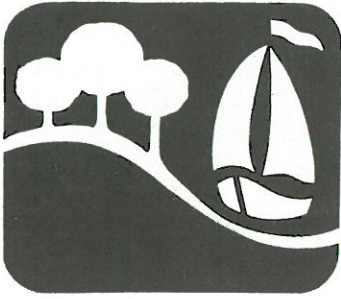
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P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons

1. *Those buildings exceed the 30 foot height limit stipulated in the zoning.*
- 2.
- 3.

William L Krauss
Name

552 Yacht Club Drive
Address *and*

6927 Tokalon
Dallas TX 75214

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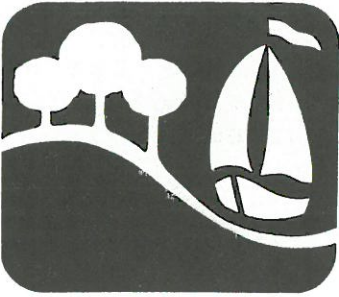
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P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons _____

- 1.
- 2.
- 3.

Mark W. Roberts
Name
P.O. Box 1116
Address
ADDISON, TX 75001

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

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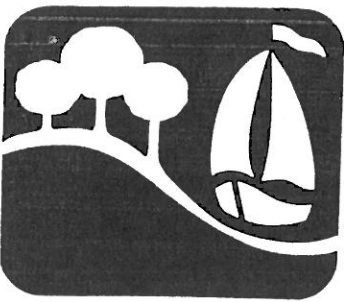
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I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons

1. *Those buildings exceed the 30 foot height limit stipulated in the zoning.*
- 2.
- 3.

William L Krauss
Name
552 Yacht Club Drive
Address *and*
6927 Tokalon
Dallas TX 75214

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

1. The multi-family / condo market
2. is extremely depressed in Chandler.
3. More units would increase the supply and only depress the market further.

[Signature]
Name

6202 Volunteer Pl
Address

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

- 1.
- 2.
- 3.

[Signature]
Name

1785 E I-30
Address
GARLAND, TX 75043

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

→ I am opposed to the request proposed for the following reasons X

1. Chandlers Landing is a planned development based
2. on an approved mix of zoning. Once changes are
3. allowed to begin, can destroy the concept of having a Planned Development. DO NOT WANT CHANGE.

R. C. Houston
Name

6101 Volunteer Pl.
Address

Home owner.

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

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Development did not follow those guidelines.

Brad Dav's
Name

544 yacht Club Dr.
Address

407 Columbia

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

1. Increase city, county, school tax income
2. Increase P.D. community association income & control
3. Eliminate a condo association which is normally a can of worms and a center of controversy.

C. W. (Bill) Fay
Name

5913 Scepter Dr.
Address

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

1. ALL OF THE CONSTRUCTION EXCEEDS
 2. THE LIMIT ON HEIGHT AS CONTAINED
 3. IN RESTRICTIVE COVENANT. NO RELIEF
- SHOULD BE GRANTED UNTIL CONSTRUCTION IS MADE TO COMPLY WITH HEIGHT RESTRICTION

William B. LAKEHURST APTS.
Name

2323 BRYAN L. B. 135
Address DALLAS, TEX

75201

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

1. *Reduced density of area population!*
- 2.
- 3.

Frederick R. Gorsch

Name

950 Wandering Way

Address

Allen, TX. 75002

(Lot-6, Supter Dr.)

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons X

1. *additional single family lots will add to the deteriorated*
2. *single family property values in the area.*
- 3.

Gary K Disney
Gary K Disney

Name

605 Parker St.

Address

*Rockwell Hill, Mich.
48067*

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

I am in favor of the request proposed for the following reasons _____

I am opposed to the request proposed for the following reasons X

1. These units were built and sold as multi family and should remain same. Zoning changes should not be made after the fact to benefit real estate speculators like Chisolm Federal
2. It is less likely that grounds would be maintained in a uniform fashion and weakens an association of homeowners.
3. Zoning laws in Rockwall never appear to apply to developers and speculators, who seem to get whatever variances and changes they want.

Name David Gardner
928 Signal Ridge

Address Rockwall

Owner of 436-D at
Cutter Hill

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons

I am opposed to the request proposed for the following reasons

- 1.
- 2.
- 3.

Danny Faulk
Name

1785 E I-30
Address

GARLAND, TX 75043

205 West Rusk

Rockwall, Texas 75087

(214) 771-1111

to City Secretary, 205 W. Rusk, Rockwall, TX 75087.

P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons X

I am opposed to the request proposed for the following reasons _____

1. The multi-family / condo market
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3. More units would increase the supply and only depress the market further.

Shirley
Name

6202 Volunteer Pl
Address

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P&Z 90-29-FP/Z

I am in favor of the request proposed for the following reasons 1

I am opposed to the request proposed for the following reasons _____

1. *I prefer single family housing units rather than*
2. *multi-family housing units*
- 3.

Robert A. Shaw

PUBLIC NOTICE

The Rockwall Planning and Zoning Commission will hold a public hearing on Thursday, October 11, 1990, at 7:30 P.M. in City Hall, 205 W. Rusk, to consider recommending approval of a replat of a portion of Lot 1, Block A, the Cabanas further described below, for the purpose of creating a subdivision containing 6 single family lots.

COMMENCING at an iron rod for a corner at the North corner of Cutter Hill, an addition to the City of Rockwall, said point bears North $10^{\circ} 18' 11''$ West a distance of 508.12 feet from the City of Dallas Take Line monument of Lake Ray Hubbard marked T-13-1, T-11-6;

THENCE, South $77^{\circ} 12' 53''$ East, a distance of 18.95 feet along a Northerly line of Cutter Hill to the most Easterly South corner of said Cabanas at Chandlers Landing.

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THENCE, Along said Cabanas at Chandlers Landing Easterly line, the Following:

Around the previously mentioned curve, a distance of 37.04 feet to the end of said curve, an "X" in concrete found at corner.

South $46^{\circ} 20' 34''$ West, a distance of 181.88 feet to the PLACE OF BEGINNING and containing 19,176 square feet or 0.4402 acres of land.