

PD-12

S-10

STONEBRIDGE DR

STONEBRIDGE CIR

BOYDSTUN

ALEXANDER

ROBIN

RIDGE VIEW DR

FOREST TRACE

ALAMO RD

GR

THROCKMORTON

SAM HOUSTON

DAVEY

COLN

STONEBRIDGE DR

LAKE SHORE DRIVE

BOYDSTUN

ALEXANDER

ROBIN

RIDGE VIEW DR

FOREST TRACE

ALAMO RD

ROSS

THROCKMORTON

SAM HOUSTON

DAVEY

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SF-10

LAKE SHORE DRIVE

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BOERN

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SAM HOUSTON

DAVEY

COLN

PD-1

CEMET

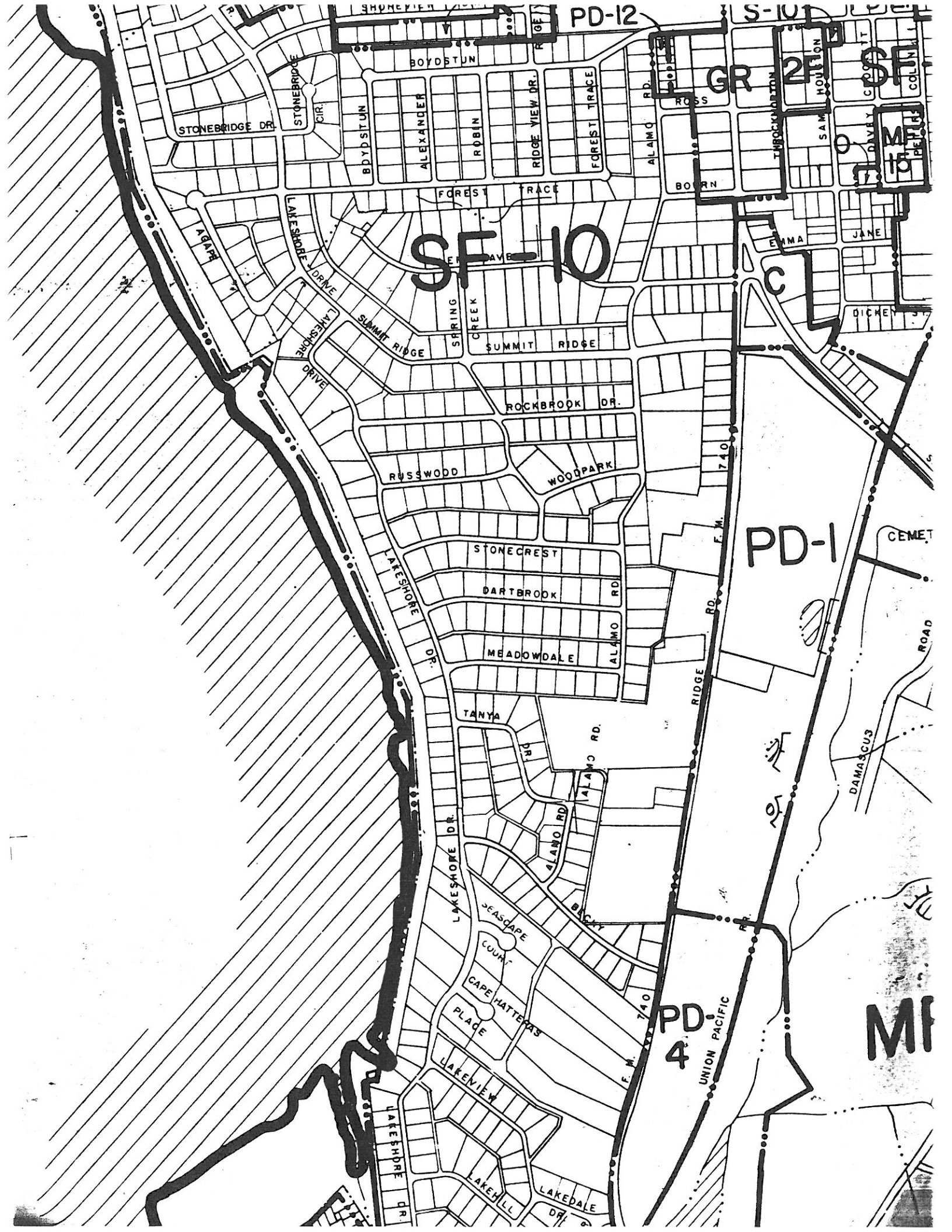
ROAD

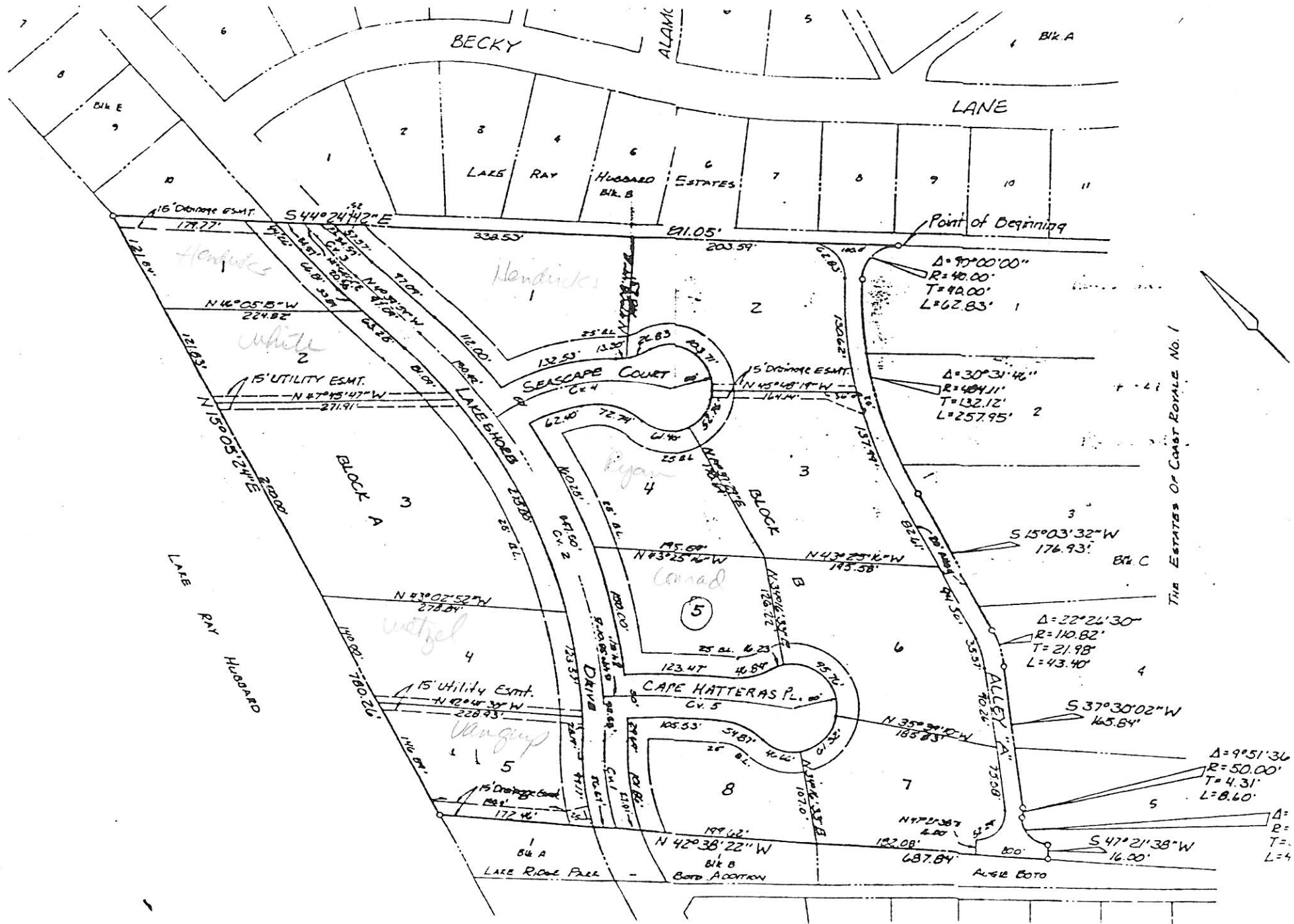
DAMASCUS

PD-4

UNION PACIFIC

MF





THE ESTATES OF COAST ROYALE No. 1

$\Delta = 90^{\circ}00'00''$
 $R = 40.00'$
 $T = 92.00'$
 $L = 62.83'$ 1

$\Delta = 30^{\circ}31'46''$
 $R = 404.11'$
 $T = 132.12'$
 $L = 257.95'$ 2

$S 15^{\circ}03'32''W$
 $176.93'$ Bk C

$\Delta = 22^{\circ}21'30''$
 $R = 110.82'$
 $T = 21.98'$
 $L = 43.40'$ 4

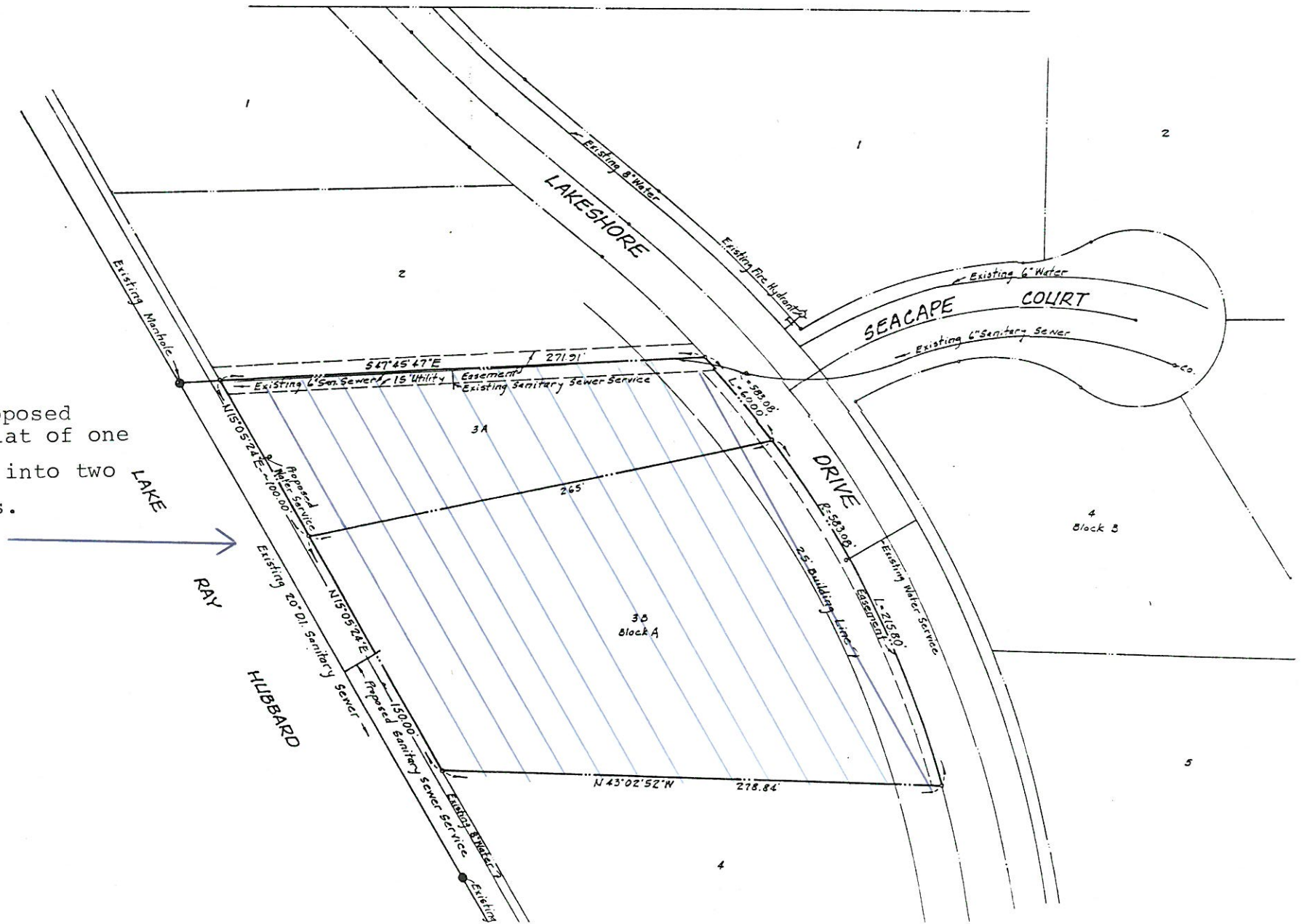
$S 37^{\circ}30'02''W$
 $165.84'$

$\Delta = 9^{\circ}51'36''$
 $R = 50.00'$
 $T = 4.31'$
 $L = 8.60'$ 5

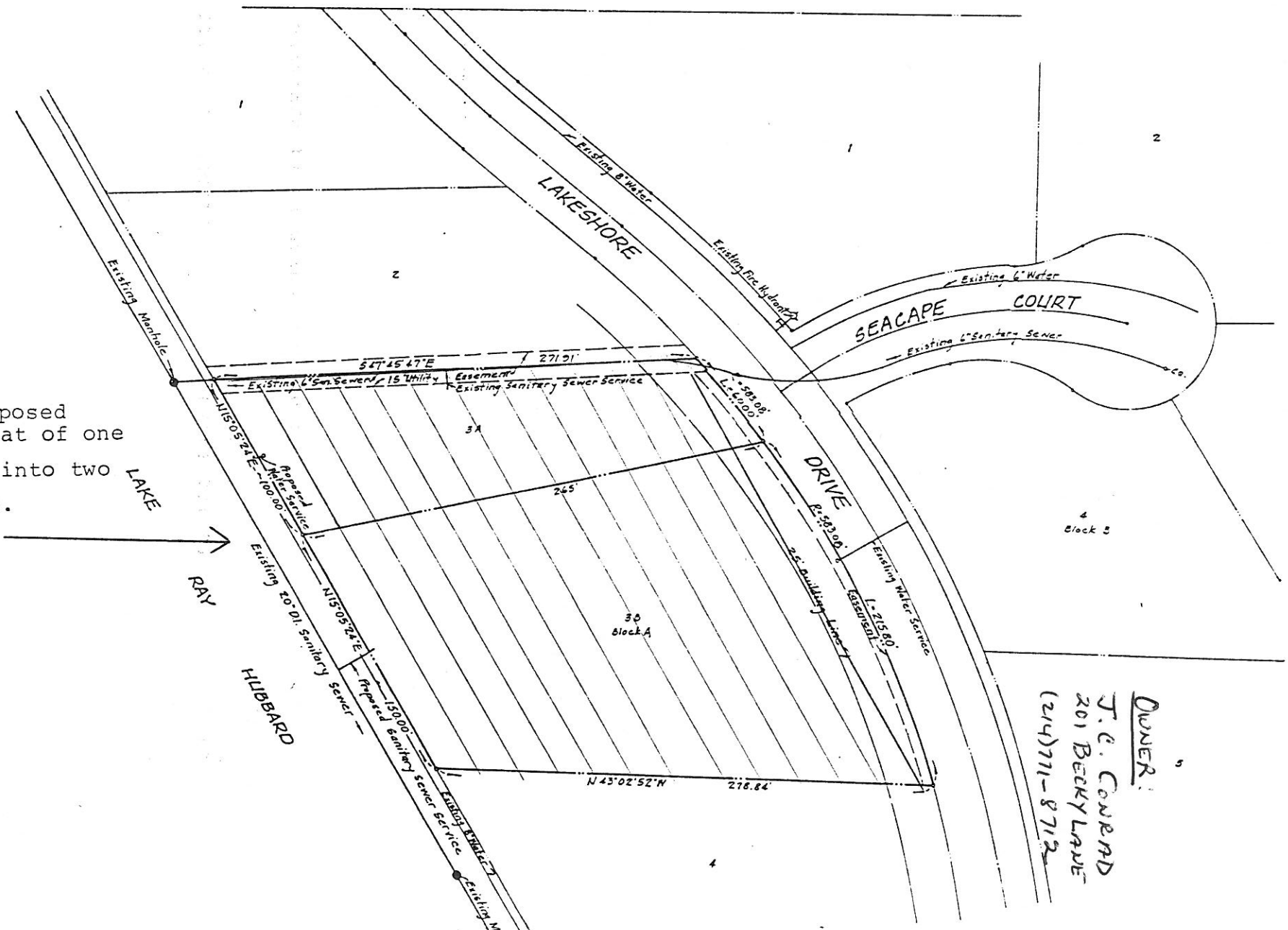
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 $T =$
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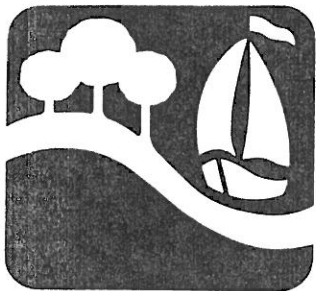
Proposed
Replat of one
lot into two
lots.



Proposed
Replat of one
lot into two
lots.



OWNER:
J. C. CONRAD
201 BECKY LAKE
(214) 771-8712



CITY OF ROCKWALL
"THE NEW HORIZON"

April 13, 1993

Mr. Ken Jones
1728 Ridge Road
Rockwall, Texas 75087

Dear Mr. Jones:

On Thursday, April 8th the Planning and Zoning Commission unanimously voted to recommend disapproval of your request for approval of a replat of one lot into two lots on Lot 3, Block A of the Replat of the Estates of Coast Royale, No. 2.

Please note that due to the negative responses from the surrounding property owners a 3/4ths majority vote is required for the City Council to approve your request. The City Council will hold a public hearing regarding your request on Monday, April 19th at 7:00 p.m. in the City Council Chambers. You or your representative should be present to answer any questions.

In reviewing your file I find that you have not submitted the application and fee for the preliminary plat. Please fill out the attached application and return to me with your payment of \$31.00 (\$25.00 + \$3.00/lot). I have enclosed a return envelope for your convenience.

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Hilda Crangle".

Hilda Crangle
City Secretary

CITY OF ROCKWALL
Planning and Zoning Agenda

Agenda Date: April 8, 1993

Agenda No: III. A.

Agenda Item: PZ 93-9-PP - Hold Public Hearing to Consider Recommending Approval of a Request from Ken Jones for a Replat of One Lot into Two Lots Located at 1728 Ridge Road and Further Described as Lot 3, Block A of the Replat of the Estates of Coast Royale, No. 2

Item Generated By: Applicant, Ken Jones

Action Needed: Hold public hearing and take any necessary action.

Background Information:

Ken Jones, one of the developers of the Estates of Coast Royale, is the owner of Lot 3, Block A in Phase 2 of the subdivision. He plans to build a home on part of this lot and he wants to subdivide the lot into two tracts. A copy of the proposed subdivision is attached. He does not want to split the lot in half, he wants to create one larger lot and one smaller lot. The smaller lot meets the City's minimum requirements, but it is significantly smaller than the surrounding lots and does not appear to fit with the rest of the lots. This subdivision was intended for estate size lots and larger single family homes. There are two large homes under construction in this phase currently. The minimum house size permitted by deed restriction is 3,400 sq. ft.

Mr. Jones has indicated that the reason he wants to replat the lot in this fashion is due to the design of the house that he wants to build on the larger portion. He has indicated that he wants to build a one story home, which would require more than half of the existing lot.

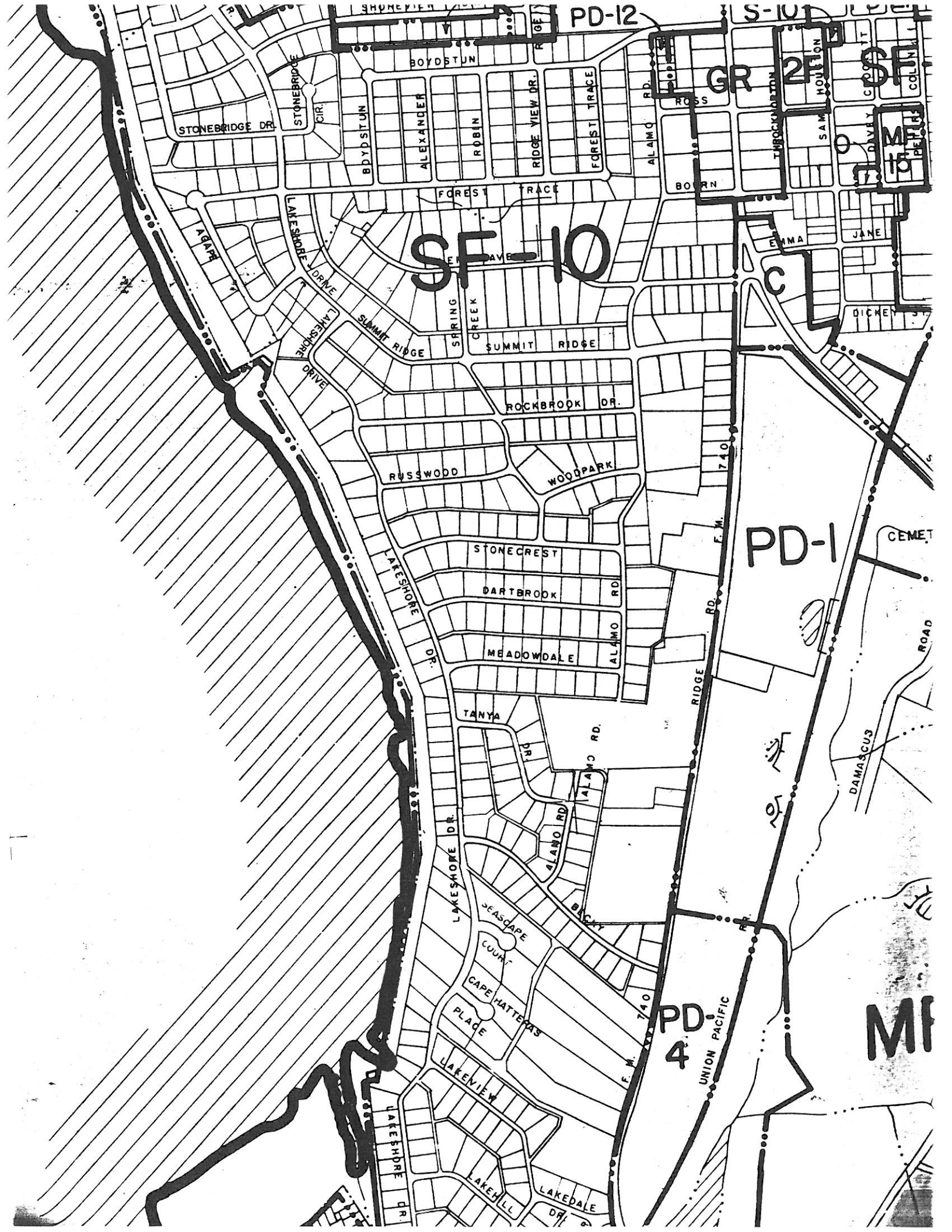
We have received a number of responses in opposition to the proposed replat. Attached is a copy of the applicable sections of the deed restrictions, which indicate that no lots may be subdivided and that this requirement may not be changed unless 75% of the lot owners approve the change. While the City does not enforce deed restrictions it appears that even if the City were to approve the replat, Mr. Jones would be subject to legal action under the deed restrictions. Given the above points, the Commission would be within its authority to deny the replat, even though the proposed lots do meet the minimum lot requirements.

Attachments:

1. Location Map
2. Proposed Replat
3. Responses
4. Deed Restrictions

Agenda Item: PZ 93-9-PP Hold Public Hearing re: Replat on Coast Royale, No. 2

Item No: III. A.



PD-12

S-10

SF-10

PD-1

PD-4

M

STONEBRIDGE DR

STONEBRIDGE CIR

BOYDSTUN

ALEXANDER

ROBIN

RIDGE VIEW DR

FOREST TRACE

ALAMO RD

GR

ROSS

BOURN

THROCKMORTON

SAM HOUSTON

DAVEY

COLN

LAKE SHORE DRIVE

ROCKSHORE DRIVE

SUMMIT RIDGE

SPRING CREEK

SUMMIT RIDGE

ROCKBROOK DR

RUSSWOOD

WOODPARK

STONECREST

DARTBROOK RD

MEADOWDALE

ALAMO RD

TANYA

SEASCAPE COURT

CAPE HATTERAS PLACE

LAKENVUE

LAKESHORE DR

LAKEDALE DR

ALAMO RD

ALAMO RD

ALAMO RD

RIDGE RD

F.M. 740

F.M. 740

F.M. 740

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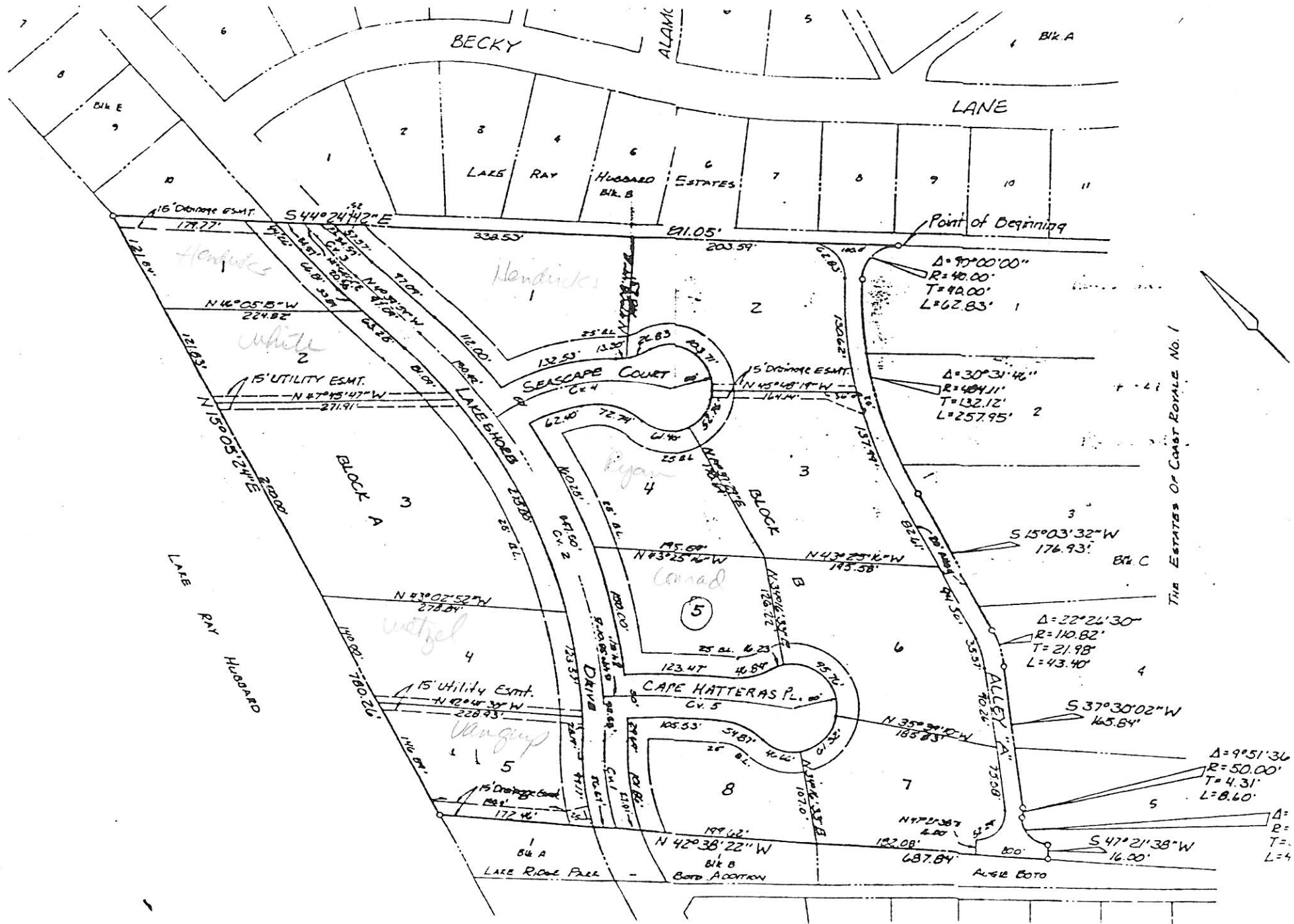
F.M. 740

F.M. 740

CEMET

DAMASCUS ROAD

UNION PACIFIC



$\Delta = 90^{\circ}00'00''$
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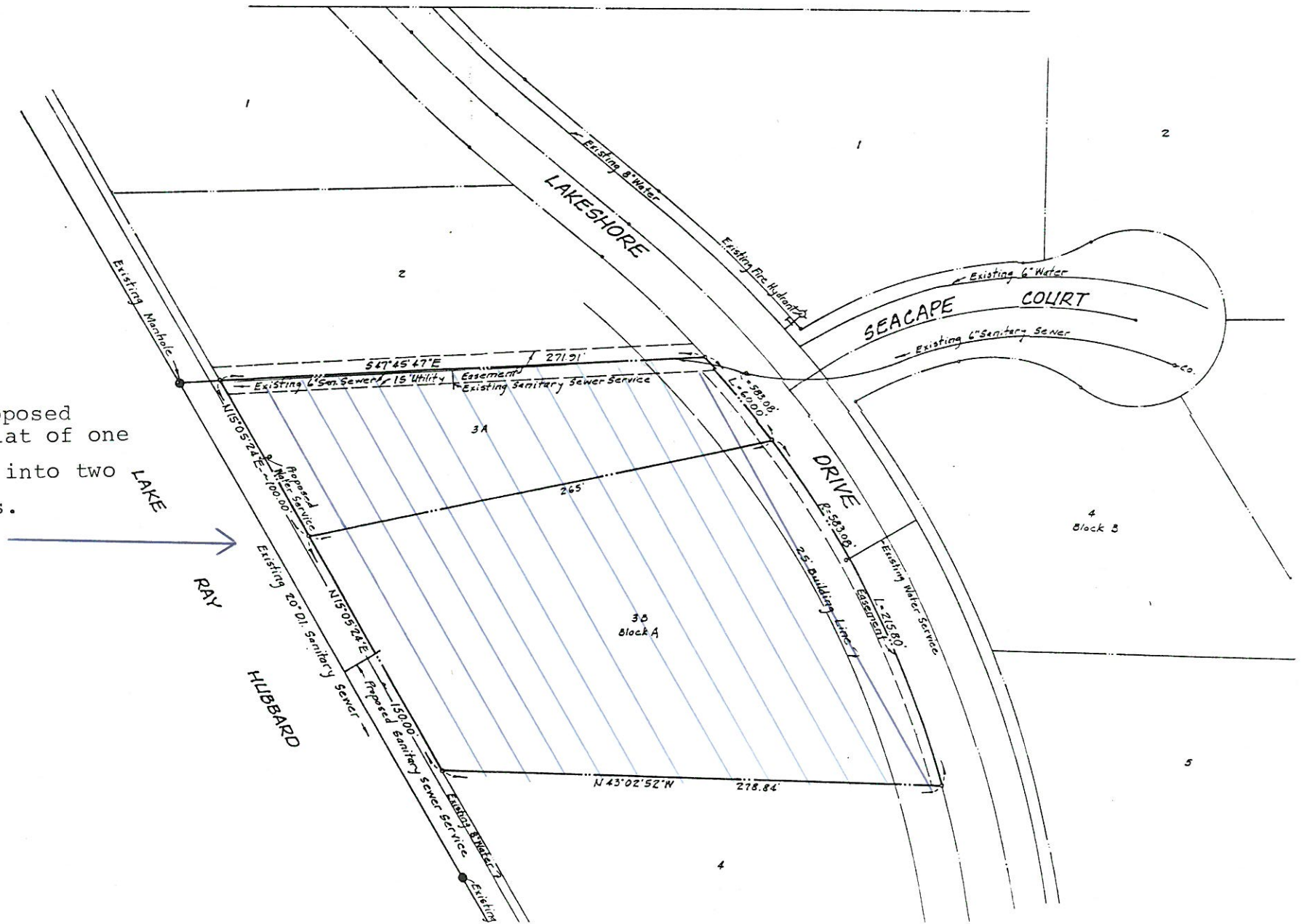
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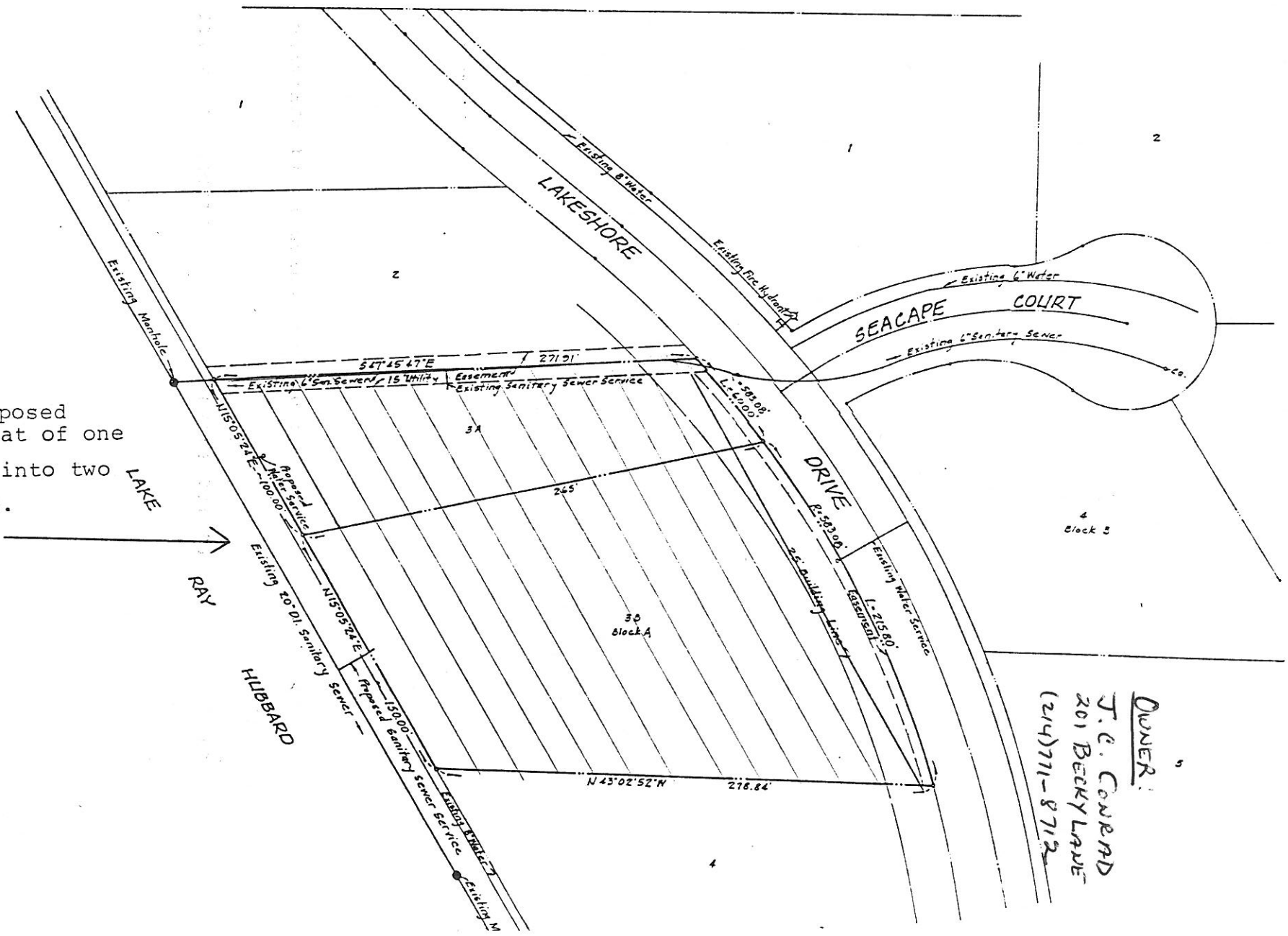
THE ESTATES OF COAST ROYALE No. 1



Proposed
Replat of one
lot into two
lots.



Proposed
Replat of one
lot into two
lots.



OWNER:
J. C. CONRAD
201 BECKY LAKE
(214) 771-8712

EXHIBIT "B"

59248

Vol. 230 p. 506

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE ESTATES OF COAST ROYALE NO. 2

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 21 day of May, 1985, by Cecil J. Unruh and Luanna C. Unruh (collectively, "Unruh"), Rockwall-740, Inc., a Texas corporation ("Rockwall-740"), Kenneth R. Jones (a/k/a Kenneth Ray Jones) and Glenda J. Jones (collectively, "Jones") and Johannes Van Gorp ("Gorp"). Unruh, Rockwall-740, Jones and Gorp are referred to herein, collectively, as "Declarant."

W I T N E S S E T H:

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

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

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

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

ARTICLE I

GENERAL

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

(a) "Association" shall mean and refer to The Coast Royale No. 2 Property Owners Association, to be incorporated as a Texas non-profit corporation.

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

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

(d) "Subdivision Plat" shall mean and refer to the map or plat of The Estates of Coast Royale No. 2, an addition to the City of Rockwall, Texas, recorded at Slide B, Page 208 of the Map and Plat Records of Rockwall County,

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

(i) Fences. No fence on any Lot shall extend closer than 25 feet to the front Lot line of such Lot. No chain link, woven metal, wire or similar fence type shall be constructed where it can be viewed from a street. Wood fences shall be no higher than six feet and shall be constructed of redwood, cedar or cypress wood, with all posts set in cement. No fence shall be constructed across the back of the Lots in Block A in the Subdivision, unless it is constructed of wrought or decorative iron, brick, stone, redwood, cedar or cypress and is no more than four feet in height from finish grade ground level. Any fence in the front yard of a Lot (which must be set back from the front Lot line the minimum distance specified above) shall be of brick or stone or decorative or wrought iron and shall not exceed six feet in height from finish grade ground level. Notwithstanding the above provisions, Declarant shall have the right to install subdivision entry columns as it deems appropriate on Lots 1 and 5 in Block A and Lots 1 and 8 in Block B of the Subdivision.

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

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

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

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

Section 7. Temporary Structures/Vehicles.

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

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

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

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

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

ARTICLE IX

GENERAL PROVISIONS

Section 1. Binding Effect and Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant, the Owners and their heirs, legal representatives, successors and assigns, for a term of 20 years from the date that this Declaration is recorded in the Deed Records of Rockwall County, Texas, after which time this Declaration automatically shall be extended for successive periods of ten years each unless an instrument signed by Owners of at least 75% of the Lots has been recorded in the Deed Records of Rockwall County, Texas agreeing to abolish or change this Declaration; provided, however, notwithstanding any action taken to abolish, amend or change this Declaration, the restrictions contained in Sections 11.3(j) and 11.5 shall not be abolished, amended or changed without the written consent of the City.

Section 2. Amendment. This Declaration may be abolished, amended and/or changed in whole or in part only with the written agreement of Owners of at least 75% of the Lots as evidenced by a document in writing bearing each of their signatures, with such documents to be effective when recorded in the Deed Records of Rockwall County, Texas; provided, however, notwithstanding any action taken to abolish, amend or change this Declaration, the restrictions contained in Sections 11.3(j) and 11.5 shall not be abolished, amended or changed without the written consent of the City.

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

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

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

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

Section 7. Notices to Mortgagees. The holder(s) of a mortgage or mortgages shall be furnished with written notification from the Association of any default by the respective mortgagor/Member in the performance of such mortgagor's/Member's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name(s) and address(es) of such mortgage holder(s) and a request to receive such notification. Further, any such mortgagee shall be entitled to cure any such default for a period of 30 days after the giving of such notice.

Section 8. Certain Restrictions Inapplicable to Jones. The restriction contained in Section 11.13 above is not applicable to any antenna that may be constructed by Jones on Lot 3 in Block A of the Subdivision. Such restriction is applicable to any other Owner of such Lot. The restriction contained in Section 11.7(b) above, with respect only to Jones'

CITY OF ROCKWALL
City Council Agenda

Agenda Date: April 19, 1993

Agenda No: V. F.

Agenda Item: PZ 93-9-PP - Hold Public Hearing to Consider Approval of a Request from Ken Jones for a Replat of One Lot into Two Lots Located at 1728 Ridge Road and Further Described as Lot 3, Block A of the Replat of the Estates of Coast Royale, No. 2

Item Generated By: Applicant, Ken Jones

Action Needed: Hold public hearing and take any necessary action.

Background Information:

Ken Jones, one of the developers of the Estates of Coast Royale, is the owner of Lot 3, Block A in Phase 2 of the subdivision. He plans to build a home on part of this lot and he wants to subdivide the lot into two tracts. A copy of the proposed subdivision is attached. He does not want to split the lot in half, he wants to create one larger lot and one smaller lot. The smaller lot meets the City's minimum requirements, but it is significantly smaller than the surrounding lots and does not appear to fit with the rest of the lots. This subdivision was intended for estate size lots and larger single family homes. There are two large homes under construction in this phase currently. The minimum house size permitted by deed restriction is 3,400 sq. ft.

Mr. Jones has indicated that the reason he wants to replat the lot in this fashion is due to the design of the house that he wants to build on the larger portion. He has indicated that he wants to build a one story home, which would require more than half of the existing lot.

We have received a number of responses in opposition to the proposed replat. Nine of the ten notices sent were returned in opposiiton with no responses in favor. Attached is a copy of the applicable sections of the deed restrictions, which indicate that no lots may be subdivided and that this requirement may not be changed unless 75% of the lot owners approve the change. While the City does not enforce deed restrictions it appears that even if the City were to approve the replat, Mr. Jones would be subject to legal action under the deed restrictions. Given the above points, the Council would be within its authority to deny the replat, even though the proposed lots do meet the minimum lot requirements.

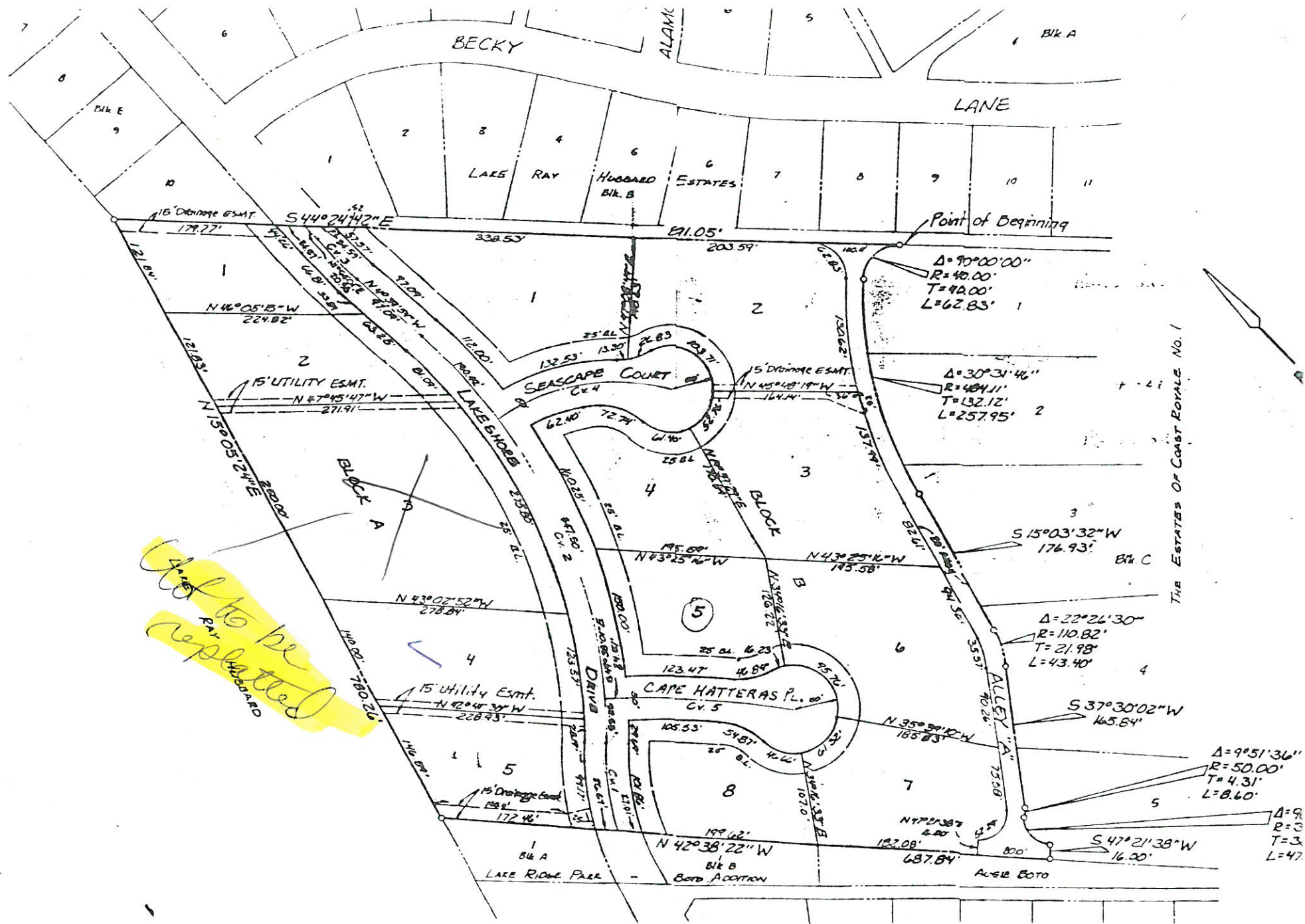
The Commission held its public hearing on April 8. There was considerable discussion regarding the request. Acopy of the draft minutes will be forwarded under separate cover. The Commission has recommended that the replat be denied. Given that more than 75% of the lot owners in the subdivision have indicated in writing that they are opposed to the replat it will require a 3/4 majority of the Council, or 6 affirmative votes to approve the request.

Attachments:

1. Location Map
2. Proposed Replat
3. Responses
4. Deed Restrictions

Agenda Item: PZ 93-9-PP Hold Public Hearing re: Replat on Coast Royale, No. 2

Item No: ~~III. A.~~
V. F.



Alley to be replatted

THE ESTATES OF COAST ROYALE No. 1

Point of Beginning

$\Delta = 90^{\circ}00'00''$
 $R = 40.00'$
 $T = 40.00'$
 $L = 62.83'$ 1

$\Delta = 30^{\circ}31'46''$
 $R = 484.11'$
 $T = 132.12'$
 $L = 257.95'$ 2

$S 15^{\circ}03'32'' W$
 $176.93'$ 3

$\Delta = 22^{\circ}26'30''$
 $R = 110.82'$
 $T = 21.98'$
 $L = 43.40'$ 4

$S 37^{\circ}30'02'' W$
 $165.64'$

$\Delta = 9^{\circ}51'36''$
 $R = 50.00'$
 $T = 4.31'$
 $L = 8.60'$ 5

$\Delta = 9^{\circ}$
 $R = 3$
 $T = 3$
 $L = 47$

16' DRAINAGE ESMT.
 $179.77'$

$N 46^{\circ}05'15'' W$
 $224.82'$

15' UTILITY ESMT.
 $N 47^{\circ}45'47'' W$
 $271.91'$

$N 15^{\circ}05'24'' E$
 $320.00'$

$N 43^{\circ}02'52'' W$
 $278.84'$

15' UTILITY ESMT.
 $N 42^{\circ}44'30'' W$
 $228.93'$

15' DRAINAGE ESMT.
 $172.46'$

$S 44^{\circ}24'42'' E$
 $338.53'$

$N 40^{\circ}25'52'' W$
 $25.28'$

$N 43^{\circ}25'46'' W$

$N 42^{\circ}38'22'' W$

$N 42^{\circ}38'22'' W$

$E 91.05'$

$N 45^{\circ}48'19'' W$
 $164.44'$

$N 43^{\circ}25'46'' W$
 $145.58'$

$N 35^{\circ}59'10'' W$
 $185.83'$

$N 47^{\circ}38'40''$
 $182.08'$

$203.59'$

$150.62'$

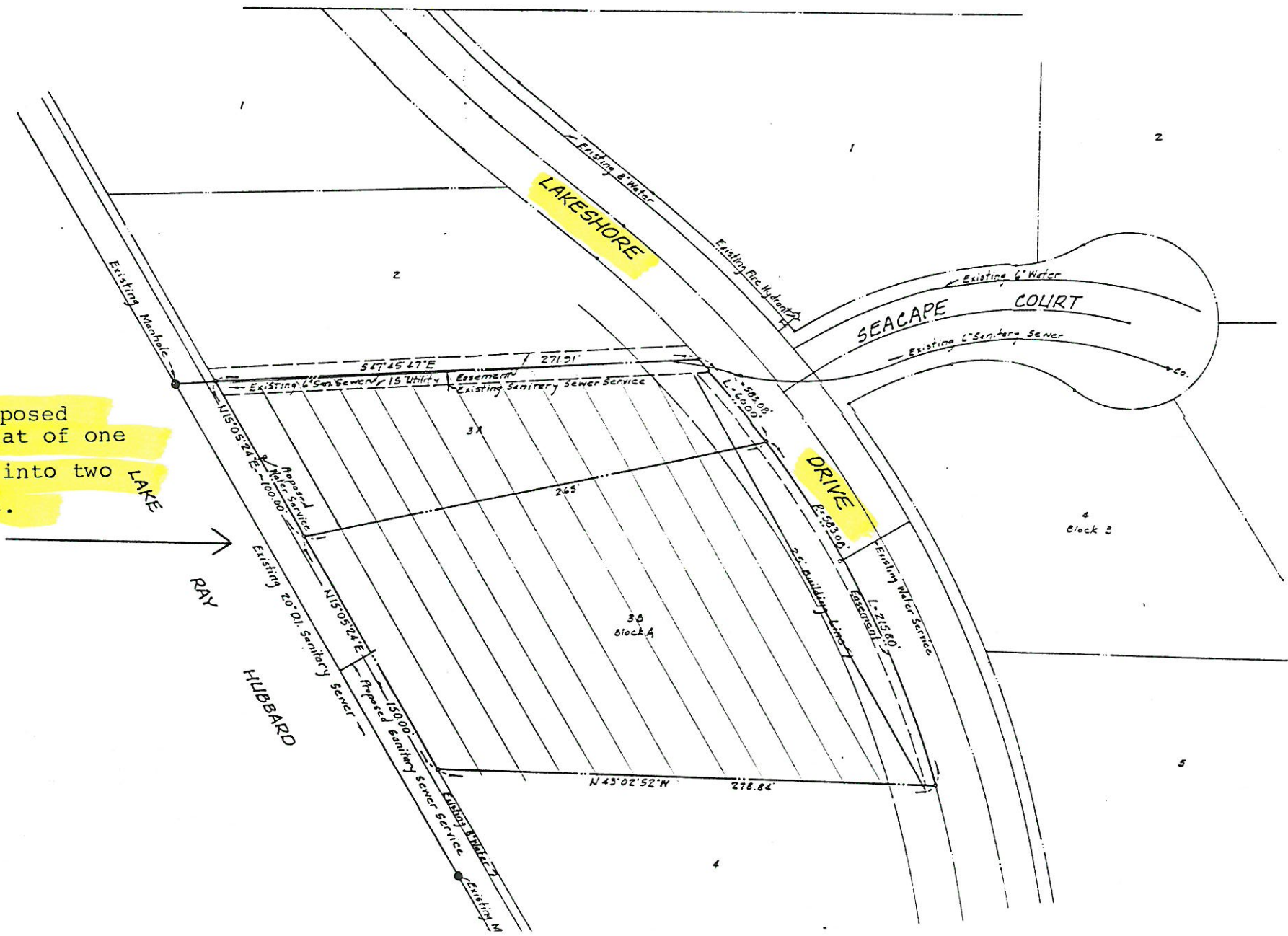
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$165.64'$

$16.00'$

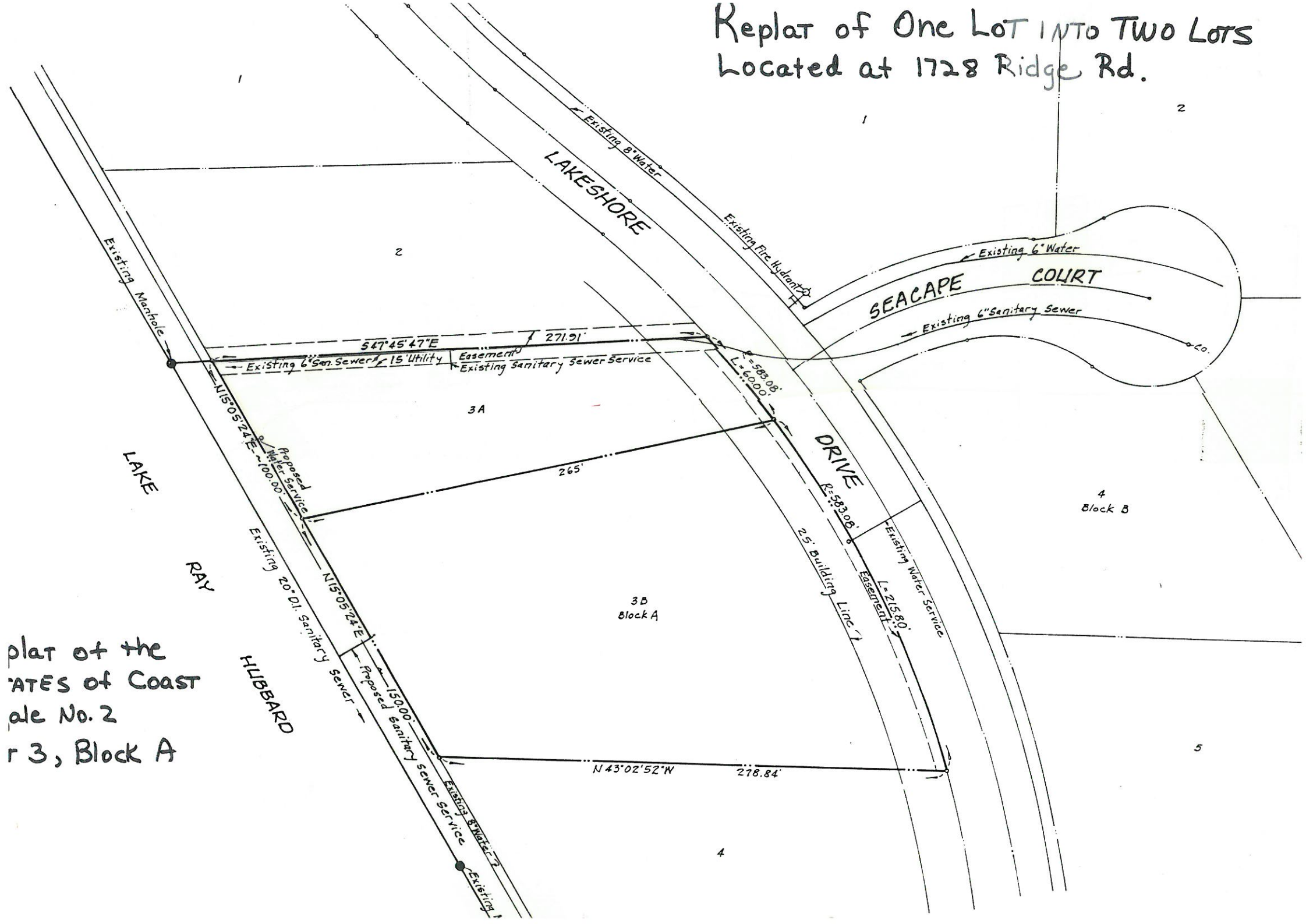
THE ESTATES OF COAST ROYALE No. 1

Proposed
Replat of one
lot into two
lots.



②

Replat of One Lot INTO TWO LOTS Located at 1728 Ridge Rd.



plat of the
STATES of COAST
No. 2
Block A

EXHIBIT "B"

59248

vol. 230 p. 506

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE ESTATES OF COAST ROYALE NO. 2

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 21 day of May, 1985, by Cecil J. Unruh and Luanna C. Unruh (collectively, "Unruh"), Rockwall-740, Inc., a Texas corporation ("Rockwall-740"), Kenneth R. Jones (a/k/a Kenneth Ray Jones) and Glenda J. Jones (collectively, "Jones") and Johannes Van Gorp ("Gorp"). Unruh, Rockwall-740, Jones and Gorp are referred to herein, collectively, as "Declarant."

WITNESSETH:

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

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

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

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

ARTICLE I

GENERAL

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

- (a) "Association" shall mean and refer to The Coast Royale No. 2 Property Owners Association, to be incorporated as a Texas non-profit corporation.
- (b) "Lot" or "Lots" shall mean and refer to the plot or plots of land shown upon the Subdivision Plat.
- (c) "Owner" shall mean and refer to each and every person or business entity (whether one or more) who is a record owner of a fee simple or undivided fee simple interest to any Lot; provided, however, the word "Owner" shall not include person(s) or entity(ies) who hold merely a lien or interest in any Lot as security for the performance of an obligation (specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary has acquired record legal title pursuant to foreclosure or any proceeding in lieu thereof).
- (d) "Subdivision Plat" shall mean and refer to the map or plat of The Estates of Coast Royale No. 2, an addition to the City of Rockwall, Texas, recorded at Slide B, Page 208 of the Map and Plat Records of Rockwall County,

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

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

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

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

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

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

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

Section 3. Type of Construction, Materials and Landscape.

Section 2. Building Sizes. On Lots in Block B of the Subdivision, the houses to be constructed shall contain not less than 4,000 square feet of air-conditioned living area. On Lots in Block A of the Subdivision, the houses to be constructed shall contain not less than 4,000 square feet of air-conditioned living area. There must be constructed with each house on each Lot a garage of a size to accommodate not less than two passenger automobiles. Any carriage house constructed on a Lot shall contain not more than 1,200 square feet of air-conditioned space, shall not exceed one story in height and must contain a garage of a size not in excess of that required to accommodate two passenger automobiles.

Section 1. Land Use and Building Type. All Lots shall be known, described and used for single-family residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than single-family residences not exceeding two and one-half stories (as defined in the City of Rockwall Comprehensive Zoning Ordinance, as such may be amended from time to time) in height and garages and carriage houses (subject to the obtaining of a special use permit from the City) and storage buildings. No garage shall open or face onto a street, and all garages shall have doors that close. Carriage houses may be used only for guests and for living quarters of persons employed on the premises of the primary residence. No Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose, except that a house built on a Lot may have a private office/study for use only by the principal residents of such house provided such private office/study is constructed as an integral part of such house. Rental of any building on a Lot for a primary term of less than one year is prohibited.

USE RESTRICTIONS

ARTICLE II

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

Texas, as amended from time to time. "Subdivision" shall mean and refer to Blocks A and B of the subdivision on the Property established by and shown on the Subdivision Plat.

230 MC 507 VOL

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

(i) Fences. No fence on any Lot shall extend closer than 25 feet to the front Lot line of such Lot. No chain link, woven metal, wire or similar fence type shall be constructed where it can be viewed from a street. Wood fences shall be no higher than six feet and shall be constructed of redwood, cedar or cypress wood, with all posts set in cement. No fence shall be constructed across the back of the Lots in Block A in the Subdivision, unless it is constructed of wrought or decorative iron, brick, stone, redwood, cedar or cypress and is no more than four feet in height from finish grade ground level. Any fence in the front yard of a Lot (which must be set back from the front Lot line the minimum distance specified above) shall be of brick or stone or decorative or wrought iron and shall not exceed six feet in height from finish grade ground level. Notwithstanding the above provisions, Declarant shall have the right to install subdivision entry columns as it deems appropriate on Lots 1 and 5 in Block A and Lots 1 and 8 in Block B of the Subdivision.

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

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

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

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

Section 7. Temporary Structures/Vehicles.

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

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

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

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

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

Section 3. Membership. Each and every Owner of a Lot automatically shall become and remain a member of the Association ("Member"); provided, however, that any

Section 2. Purpose. The purpose of the Association is to maintain in good condition and repair the decorative columns to be constructed on Lots 1 and 5 in Block A and on Lots 1 and 8 in Block B at the general location near the intersections of Lakeshore Drive with the northerly and southerly boundaries of the Subdivision within the four easement areas described on the attached Exhibit B (the "Columns").

Section 1. The Association. The Association is to be formed for the limited purposes set forth in this Declaration. There are no portions of the Property that will be owned by the Association.

PURPOSE OF AND
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

ARTICLE III

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

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

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

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

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

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

person or entity who holds an interest in a Lot merely as security for the performance of any obligations shall not be a Member. A person's or entity's membership in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, but such termination shall not release or relieve such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of such ownership or impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

Section 4. Votes. The total votes of all Members eligible to be cast at a meeting of the Members of the Association shall be 13 votes, representing one vote for each Lot; provided, however, that only Members in good standing as defined in the By-Laws of the Association shall be eligible to vote. The one vote attributable to each Lot shall be cast by the Member that is the Owner of such Lot. If a Lot is owned by more than one Member, the vote attributable to such Lot may be cast only if all of such Members have agreed in writing as to how such vote is to be cast or have designated in writing one of such Members to cast the vote attributable to such Lot.

Section 5. Quorum, Voting and Notice Requirements. Members holding seven of the votes entitled to be cast, represented in person or by legitimate proxy, shall constitute a quorum at any meeting of the Members of the Association. The vote of the majority of the votes entitled to be cast by the Members present or represented by legitimate proxy at a meeting at which a quorum is present shall constitute the act of the Members. Notice requirements for all actions to be taken by the Association shall be as set forth in its Articles of Incorporation and By-Laws, as the same may be amended from time to time.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Obligation of Assessments. Declarant, for each Lot, hereby covenants and agrees, and each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the said Lot purchased) to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies) the Special Assessments (hereinafter defined). The Special Assessments shall be a charge on the land, shall be secured by a lien on the Lot against which each such assessment is made and shall be the continuing obligation of the then-existing Owner(s) of such Lot as of the time when such assessments become due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to pay costs and expenses incidental to the operation of the Association and costs and expenses incurred by the Association in maintaining the Columns in good condition and repair (the "Special Assessments").

Section 3. Setting of Assessments.

(a) The Board (hereinafter defined) shall set Special Assessments at any time a cost described in Section 2 of this Article IV is incurred or is to be incurred by the Association. The Special Assessments shall be assessed equally against each Lot, and the Owners of each Lot shall be jointly and severally liable for the assessment against such Lot. Special Assessments shall be due and payable within 30 days after written notice thereof is given to the Owners.

(b) In the event of a sale of any Lot, it shall be the sole obligation of the selling Owner (and not the Association) to disclose to any buyer whether or not there are any unpaid assessments. A copy of such disclosure notice shall be delivered to the Association when it is given. Upon written request, the Board shall furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether any applicable assessments have been paid. Such certificate shall be conclusive evidence of the payment for any assessment therein stated to have been paid.

Section 4. Effect of Non-Payment of Assessment; the Obligation of the Owner; the Lien; Remedies of the Association.

(a) All sums assessed in the manner provided in this Article but unpaid for a period of 30 days after the same are due, together with interest as provided in Section 4 (b) hereof and the cost of collection, including attorney's fees as hereinafter provided, shall be secured by a continuing self-executing lien and charge on the Lot covered by such assessment, which shall bind such Lot and the Owner thereof, and his heirs, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for (i) tax liens, (ii) first deed of trust lien securing sums borrowed for the acquisition or improvement of the Lot in question, and (iii) a second deed of trust lien securing sums borrowed for improvement of the Lot in question. Such subordination, however, shall apply only to assessments which have become due and payable prior to the sale of said Lot (whether public or private) pursuant to the terms and conditions of any such deed of trust or by deed in lieu of foreclosure. Such sale shall not relieve any new Owner thereof from liability for the amount of any assessment thereafter becoming due or from the lien of any such subsequent assessment. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien; provided, however, the exercise of such power shall be entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Association and shall be recorded in the office of the County Clerk of Rockwall County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above (including a power of sale upon compliance with applicable law, which power shall be deemed to have been granted by such Owner to the then existing President of the Association), or the Association may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner of the affected Lot shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written notice of any mortgagee holding a lien on any Lot of such mortgagee's lien, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than 30 days after the same are due. The Association shall have the right to reject partial payment(s) of any assessment(s) and demand full payment thereof, or the Association may accept such partial payment(s) on account only, without waiving any rights hereunder with regard to the remaining balance due. The obligation of the then Owner to pay such assessment, however, shall remain his personal or corporate obligation, as the case may be, and shall not pass to his successors in title, by foreclosure, deed in lieu of foreclosure or otherwise unless expressly assumed by them. The sale or transfer of title to a Lot shall not release such former Owner from liability for any unpaid assessments notwithstanding an assumption of liability by the purchaser or transferee. Except as expressly provided above, the lien for any unpaid assessments, however, shall be unaffected by any sale or assignment of any Lot and shall continue in full force and effect. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein.

(b) If any assessment or part thereof is not fully paid within 30 days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and if there is no maximum legal rate of interest, then at the rate of 18% per annum, and the Association, at its election, may retain the services of any attorney for collection and/or to foreclose the lien against the Lot subject thereto and/or pursue any other remedy which the Association may have at law or in equity, and there shall be added to the amount of such unpaid assessment any and all collection costs incurred hereunder by the Association including reasonable attorney's fees and costs of suit.

ARTICLE V

GENERAL POWERS AND DUTIES OF
BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board of Directors of the Association (the "Board"), for the benefit of the Association, the Property and the Owners, shall provide, and shall pay for out of the funds provided for in Article IV above, all costs and expenses related to the carrying out of the purposes of the Association set forth in Section 2 of Article III of this Declaration and to the following:

(a) The reasonable cost of services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by such manager; and

(b) Any other material, supplies, furniture, labor, services, maintenance, repairs, alterations, insurance, taxes or assessments (excluding taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or the Board or for the enforcement of this Declaration.

Section 2. Additional Rights, Powers and Duties of the Board. The Board shall have the following additional rights and powers with respect to the performance of the obligations of the Association hereunder:

(a) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(b) To enter into contracts, maintain one or more bank accounts, and, generally, to have all powers necessary or incidental to the operation and management of the Association;

(c) To sue or defend in any court of law in behalf of the Association;

(d) To make available to each Owner within 90 days after the end of each year an annual report; and

(e) To enforce and carry out the provisions of this Declaration, the By-Laws of the Association and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions, By-Laws or rules.

Section 3. Board Powers. With respect to the performance of the obligations of the Association hereunder, the Board shall have the right to contract for all goods, services and insurance and the exclusive right and obligation to perform the functions of the Association, except as otherwise provided herein.

Section 4. Liability Limitations. Neither any Member nor the Board nor the directors (or any of them) nor the officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. The Declarant, the Association and their directors, officers, agents or employees shall not be liable for any actual, incidental or consequential damages arising out of the performance of the duties of the Association.

ARTICLE VI

RESERVATIONS OF EASEMENTS

Section 1. Easements. Declarant reserves the easements as shown on the Subdivision Plat and an easement in and across the four areas described on the attached Exhibit B for the purpose of the maintenance and repair of the Columns.

Section 2. Installation of Paving. Declarant reserves the right, during installation of paving of the streets as shown on the Subdivision Plat, to enter onto any of the Lots for

the purpose of street excavation, including the removal of any trees, if necessary, whether or not the Lots have been conveyed to or contracted for sale to any other Owner.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots shall be subject to any easement affecting same as set forth in this Article VI or for roadways, alleys, drainage and utilities as shown on the Subdivision Plat.

ARTICLE VII

ARCHITECTURAL CONTROL

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

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

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

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

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

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

ARTICLE VIII

MAINTENANCE, REPAIRS AND IMPROVEMENTS

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

ARTICLE IX

GENERAL PROVISIONS

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

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

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

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

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

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

Section 7. Notices to Mortgagees. The holder(s) of a mortgage or mortgages shall be furnished with written notification from the Association of any default by the respective mortgagor/Member in the performance of such mortgagor's/Member's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name(s) and address(es) of such mortgage holder(s) and a request to receive such notification. Further, any such mortgagee shall be entitled to cure any such default for a period of 30 days after the giving of such notice.

Section 8. Certain Restrictions Inapplicable to Jones. The restriction contained in Section II.13 above is not applicable to any antenna that may be constructed by Jones on Lot 3 in Block A of the Subdivision. Such restriction is applicable to any other Owner of such Lot. The restriction contained in Section II.7(b) above, with respect only to Jones'

parking of trucks on Lot 3 in Block A of the Subdivision, is applicable only to trucks in excess of 3/4 ton size. Such restriction is applicable to any other Owner of such Lot and to Jones except for the parking of truck of 3/4 ton size or less.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of this 20 day of May, 1985.

[Signature]
Cecil J. Urub
[Signature]
Luanna C. Urub

ROCKWALL-740, INC.
By: [Signature]
Kenneth R. Jones
[Signature]
Glenda J. Jones

Johannes Van Gorp
By: [Signature]
Opie Veldman, his attorney-in-fact

THE STATE OF TEXAS. X
COUNTY OF Rockwall X

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

Given under my hand and seal of office on this 20 day of May, 1925.


Notary Public in and for
the State of Texas

My Commission Expires:

11-20-28

THE STATE OF TEXAS X
COUNTY OF Rockwall X

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

Given under my hand and seal of office on this 20 day of MAY, 1925.


Notary Public in and for
the State of Texas

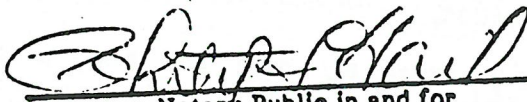
My Commission Expires:

11-20-28

THE STATE OF TEXAS X
COUNTY OF Rockwall X

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

Given under my hand and seal of office on this 20 day of MAY, 1925.


Notary Public in and for
the State of Texas

My Commission Expires:

11-20-28

THE STATE OF TEXAS
X
COUNTY OF ROCKWALL X

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

Given under my hand and seal of office on this 20 day of _____, 1985.

[Signature]
Notary Public in and for
the State of Texas

My Commission Expires: 11-26-88

THE STATE OF TEXAS
X
COUNTY OF COLLIN X

Before me, the undersigned authority, on this day personally appeared Obie Videman, attorney-in-fact for Johannes Van Gorp, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged and in the capacity therein stated.

Given under my hand and seal of office on this 31st day of _____, 1985.

[Signature]
Notary Public in and for
the State of Texas

My Commission Expires: 4-13-87

THE STATE OF TEXAS
X
COUNTY OF DALLAS X

Before me, the undersigned authority, on this day personally appeared [Name], a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 20 day of _____, 1985.

[Signature]
Notary Public in and for
the State of Texas

My Commission Expires: 11-30-88

Exhibit A

All of Blocks A and B of The Estates of Coast Royale No. 2, an Addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded at Slide B, page 208 of the Map and Plat Records of Rockwall County, Texas.

The Lots in said Blocks A and B of The Estates of Coast Royale No. 2 are owned as follows:

By Unruh: Lot 4 in Block A

By Rockwall-740: Lots 1 and 2 in Block A
Lots 1 and 2 in Block B

By Jones: Lot 3 in Block A
Lots 3, 4, 5 and 6 in Block B

By Gurp: Lot 5 in Block A
Lots 7 and 8 in Block B

FILED FOR RECORD 3rd DAY OF July, A.D., 1985 at 4:41 PM.
RECORDED 10th DAY OF July, A.D., 1985.
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.
BY: Diane Lindsay, DEPUTY

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES OF COAST ROYALE NO. 2

*File
w/
Cecil*

This AMENDMENT to Declaration of Covenants, Conditions and Restrictions for the Estates of Coast Royale No. 2 (this "Amendment") is made as of the 20 day of January, 1986, by Cecil J. Unruh; Luanna C. Unruh; Rockwall-740, Inc, a Texas corporation; Kenneth R. Jones (a/k/a Kenneth Ray Jones); Glenda J. Jones; and Johannes Van Gorp (collectively, "Declarant").

On the 21st day of May, 1985, Declarant, the owners of the real property situated in Rockwall County, Texas known and designated as THE ESTATES OF COAST ROYALE NO. 2, an Addition to the City of Rockwall, Texas, according to the map or plat thereof recorded at Slide B, Page 208 of the Map and Plat Records of Rockwall County, Texas, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"), recorded a Declaration of Covenants, Conditions and Restrictions in Volume 230, Page 506, Deed Records of Rockwall County, Texas (the "Declaration"), pertaining to all of the Property. There are no owners of the Property or any part thereof other than the undersigned. Declarant now desires to amend the Declaration as set forth hereinafter.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Article II, Section 3(h) of the Declaration is amended to modify the first sentence of such Section to read as follows: "At least 75% of each roof structure shall have pitch not less than a 5/12 pitch, unless otherwise approved by the Architectural Control Committee.";
2. Article II, Section 3(h) of the Declaration is further amended to delete the prohibition of Mansard type roofs for use on dwellings where such is visible from a street. Declarant specifically intends that Mansard type roofs shall be permitted; and
3. All terms and provisions contained in said Article II of the Declaration that are contrary to or inconsistent with the above-stated amendments are hereby deleted.

Defined terms used in this Amendment that are not defined herein shall have the same meanings as set forth in the Declaration. Except as amended herein, the Declaration shall remain in full force and effect.

EXECUTED to be effective as of the first date above written.

Cecil J. Unruh

Cecil J. Unruh

Luanna C. Unruh

Luanna C. Unruh

ROCKWALL-740, INC.

By: *Cecil J. Unruh*

Cecil J. Unruh, President

Kenneth R. Jones

Kenneth R. Jones

Glenda J. Jones

Glenda J. Jones

JOHANNES VAN GURP

By: *Oble Veldman*

Oble Veldman, his attorney-in-fact

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This AMENDMENT to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made as of the 11 day of NOVEMBER, 1986, by Cecil J. Unruh; Luanna C. Unruh; James L. Hendricks; Barbara S. Hendricks; Johannes Van Gorp; Kenneth R. Jones and Glenda J. Jones (collectively, "Declarant").

On the 21th day of May, 1985, Declarant, the owners of the real property situated in Rockwall County, Texas known and designated as THE ESTATES OF COAST ROYALE NO. 2, an Addition to the City of Rockwall, Texas, according to the map or plat thereof recorded at Slide B, Page 215 of the Map and Plat Records of Rockwall County, Texas, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"), recorded a Declaration of Covenants, Conditions and Restrictions in Volume 230, Page 506, Deed Records of Rockwall County, Texas (the "Declaration"), pertaining to all of the Property. There are no owners of the Property or any part thereof other than the undersigned. Declarant now desires to amend the Declaration as set forth hereinafter.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Section 2 Building Sizes of the Declaration is amended to modify the first sentence of such to read as follows:

Houses to be constructed on any Lot shall contain not less than 3,400 square feet of air-conditioned living area.

2. All terms and provisions contained in said Section 2. of the Declaration that are contrary to or inconsistent with the above-stated amendments are hereby deleted.

Defined terms used in this Amendment that are not defined herein shall have the same meanings as set forth in the Declaration. Except as amended herein, the Declaration shall remain in full force and effect.

EXECUTED to be effective as of the first date above written.

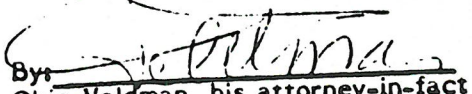

Cecil J. Unruh


Luanna C. Unruh



James L. Hendricks


Barbara S. Hendricks

JOHANNES VAN GORP

By: 
Obie Veldman, his attorney-in-fact


Kenneth R. Jones


Glenda J. Jones

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This AMENDMENT to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made as of the 15 day of April, 1992, by Cecil J. Unruh, Luanna C. Unruh, James L. Hendricks, Barbara S. Hendricks, Kenneth R. Jones, Glenda J. Jones, A. L. White, Cecile S. White, James Lee Cervine, Cindy Wynnette Cervine, Joe C. Conrad, Ruth Conrad, and Johannes Van Gorp (collectively "Declarant").

On the 20th day of May, 1985, Declarant, the owners of the real property situated in Rockwall County, Texas known and designated as THE ESTATES OF COAST ROYALE NO. 2, an Addition to the City of Rockwall, Texas, according to the map or plat thereof recorded at Slide B, Page 208 of the Map and Plat Records of Rockwall County, Texas, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"), recorded a Declaration of Covenants, Conditions and Restrictions in Volume 230, Page 506, Deed Records of Rockwall County, Texas (the "Declaration"), pertaining to all of the Property. There are no owners of the Property or any part thereof other than the undersigned. Declarant now desires to amend the Declaration as set forth hereinafter.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Article II, Section 3(h)(Roof Construction) of the declaration is amended to modify the last sentence of such to read as follows: all roofs shall conform to all applicable city codes and shall be metal, slate, clay or concrete tile, composition shingles of not less than 360# weight (Prestige Plus" or "CAF Timberline ULTRA" or equivalent) with at least a 30 year life rating. Wood shingles may be used provided they are factory treated for fire resistance and they shall comply with the "1991 Uniform Fire Code" as adopted by the City of Rockwall, Texas.;

2. Article II, Section 3 (h) All the terms and provisions contained in said Article II of the Declaration that are contrary to or inconsistent with the above-stated amendments are hereby deleted.

3. Article VII, (Architectural Control) Section I (Architectural Quality) of the Declaration is amended to read as follows: It is the intention of the owners that no residence, other building or fencing be constructed on any lot unless, prior to the commencement of the construction thereof the committee shall approve in writing the plans therefore. The committee shall review the plans solely for compliance to the terms, conditions, setbacks, building size and building materials set forth in this Declaration.

4. Article VII (Architectural Control) Section 3 (Submission) of the Declaration is amended to modify the last sentence of the first paragraph read as follows: The Committee shall respond in writing to each written request for "Plans" approval within 15 days of its receipt of such request.

5. Article VII, Section 1 and Section 3 All terms and provisions contained in said Article VII of the Declaration that are contrary to or inconsistent with the above-stated amendments are hereby deleted.

Defined terms used in this Amendment that are not defined herein shall have the same meanings as set forth in the Declaration. Except as amended herein, the Declaration shall remain in full force and effect.

EXECUTED to be effective as of the first date above written.

Cecil J. Unruh
Cecil J. Unruh

Luanna C. Unruh
Luanna C. Unruh

James L. Hendricks
James L. Hendricks

Barbara S. Hendricks
Barbara S. Hendricks

Kenneth R. Jones
Kenneth R. Jones

Glenda J. Jones
Glenda J. Jones

A. L. White
A. L. White

Cecile S. White
Cecile S. White

James Lee Cervine
James Lee Cervine

Cindy Wynette Cervine
Cindy Wynette Cervine

Joseph C. Conrad
Joseph C. Conrad

Ruth A. Conrad
Ruth A. Conrad

Johannes Van Gurp
Johannes Van Gurp

BY: Obie Veldmen, his Power of Attorney

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)



This instrument was acknowledged before me on the 16th day of April, 1992 by Cecil J. Unruh.

Tina Burgamy
Notary Public, State of Texas

My Commission Expires:

3-27-96

Tina Burgamy
Notary's Printed Name

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)



This instrument was acknowledged before me on the 16th day of April, 1992 by Luanna C. Unruh.

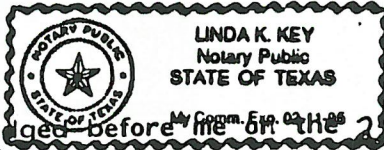
Tina Burgamy
Notary Public, State of Texas

My Commission Expires:

3-27-96

Tina Burgamy
Notary's Printed Name

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)



This instrument was acknowledged before me on the 27th day of April, 1992 by James L. Hendricks.

Linda K Key
Notary Public, State of Texas

My Commission Expires:

2-11-95

Linda K Key
Notary's Printed Name

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)



This instrument was acknowledged before me on the 27th day of April, 1992 by Barbara S. Hendricks.

Linda K Key
Notary Public, State of Texas

My Commission Expires:

2-11-95

Linda K Key
Notary's Printed Name

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)



This instrument was acknowledged before me on the 27th day of April, 1992 by Kenneth R. Jones.

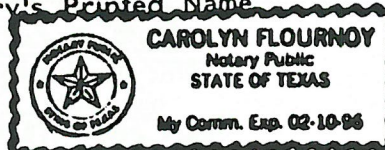
Carolyn Flournoy
Notary Public, State of Texas

My Commission Expires:

2-10-96

CAROLYN FLOURNOY
Notary's Printed Name

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)



This instrument was acknowledged before me on the 30th day of April, 1992 by Glenda J. Jones.

Carolyn Flournoy
Notary Public, State of Texas

My Commission Expires:

2-10-96

CAROLYN FLOURNOY
Notary's Printed Name

THE STATE OF ARKANSAS

COUNTY OF Logan

This instrument was acknowledged before me on the 11th day of May 1992 by A. L. White.

My Commission Expires: 8-12-96

THE STATE OF ARKANSAS

COUNTY OF Logan

This instrument was acknowledged before me on the 11th day of May 1992 by Cecile S. White.

My Commission Expires: 8-12-96

THE STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 1 day of May 1992 by James Lee Cervine.

My Commission Expires: 9-14-93

THE STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 1 day of May 1992 by Cindy Wynette Cervine.

My Commission Expires: 9-14-93

THE STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 16 day of May 1992 by Joseph C. Conrad.

My Commission Expires: 12-21-92

THE STATE OF TEXAS

COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 16 day of May 1992 by Ruth A. Conrad.

My Commission Expires: 12-2-92

THE STATE OF TEXAS

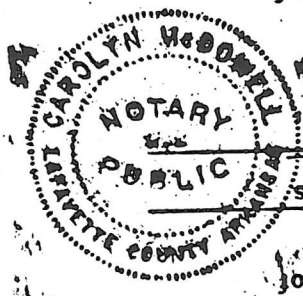
COUNTY OF NAVARRO

This instrument was acknowledged before me on the 6 day of May 1992 by Obie Veldmen, Power of Attorney, for Johannes Van Corp.

My Commission Expires: 2-7-94

Notary's Printed Name Carolyn M. Dowell

Notary Public, State of Arkansas



Notary's Printed Name Carolyn M. Dowell

Notary Public, State of Arkansas



Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas

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Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas

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Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

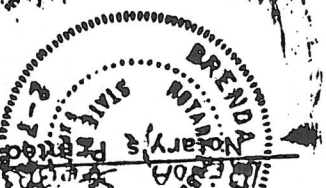
Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas

Notary's Printed Name Donna I. Watkins

Notary Public, State of Texas





CITY OF ROCKWALL

"THE NEW HORIZON"

PUBLIC NOTICE

The Rockwall Planning and Zoning Commission will hold a public hearing on April 8, 1993 at 7:00 p.m. in City Hall, 205 W. Rusk, and the Rockwall City Council will hold a public hearing on April 19, 1993 at 7:00 p.m. to consider approval of a request from Ken Jones for approval of a replat of one lot into two lots located at 1728 Ridge Road, and further described as Lot 3, Block A of the Replat of the Estates of Coast Royale, No. 2. Attached is a copy of the proposed replat. As an interested property owner, you are invited to attend this meeting or make your feelings known in writing by returning the form below:

Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below _____

- 1.
- 2.
- 3.

Signature _____

Address _____

ESTATES OF COAST ROYALE # 2

✓ X. JAMES HENDRICKS
1602 RIDGE RD.
ROCKWALL

✓ X. JOSEPH CONRAD
201 BECKY LN.
ROCKWALL

✓ R. A. L. + CECIL WHITE
C/O ALLEN WHITE CO, INC.
HWY 82 EAST
STAMPS, AK. 71860

~~Q. Philip E. + Susan B. WETZEL
5514 Edgewater Cr.
Rowlett TX 75088~~

~~X. PHILIP + SUSAN WETZEL
5514 EDGEWATER CIR.
ROWLETT, TX. 75088~~

X. John + Susan Wright
1942 LAKESHORE DR.
Rockwall

✓ Y. JO HANNES VAN GURP
C/O OBIE VELDMAN
P.O. BOX 2297
CORSICANA, TX 75110

X. James L. Ceruine
P.O. Box 1295
Rockwall

5. MIKE REID CUSTOM HOMES
P.O. BOX 1162
ROCKWALL

X. Cecil Unruh
P.O. Box 1477
Rockwall

✓ X. THOMAS + ROYANN RYAN
904 VILLAGE GREEN
ROCKWALL

IP lot owned
including Kew Jones
9 respondents
opposed



RECEIVED MAR 29 1993

CITY OF ROCKWALL

"THE NEW HORIZON"

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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below ✓

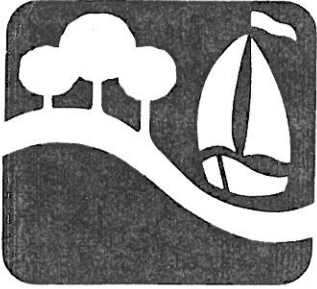
1. I am the interested property owner most affected by this request. Being out of state, I will be unable to attend your meeting. I am against this request for the following reasons. #1. The platted deed restrictions for the estates of Coast Royale. #2 Prohibit a lot the size Mr. Jones proposes.

2. This subdivision was platted for large estate lots only.

3. A proposed 60 foot lot would seriously decrease the value of all other lots in the subdivision.

Signature Alan White

Address THE ALAN WHITE Co.
HWY 82 EAST
STAMPS, AR. 71860



CITY OF ROCKWALL
"THE NEW HORIZON"

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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below ✓

1. Mr. Ken Jones assured us when we purchased Lot #5, he would locate his house in the center of his lot which would maximize our lake view between houses.
2. Sub-Division requirement of 3400 Sq.Ft. of living area - I find it difficult to build and satisfy this requirement on a lot with a 60 Ft. frontage.
3. Sale of a 60 Ft. lot frontage is for personal financial gain at the expense of his neighbors.
4. This would be a good start for trashing this sub-division.

Signature Jones

Address 201 BECKY LANE

OWNER OF LOT #5

SEE REVERSE FOR ADDITIONAL COMMENTS.

ADDITIONAL COMMENTS:

1. Mr. Ken Jones assured us when we purchased Lot #5 that he was going to locate his house in the center of his lot which would maximize our lake view between houses. Moving his house further West would reduce this view area and move a planned basketball backboard & hoop closer to Block A, Lot 4. Bright lights and the pounding of basket balls late in the evening will surely result in future complaints from the owner of Lot 4 in block A, because their master bedroom is located on the east side of their house.
2. One of the sub-division Block A requirements is to build a home with no less than 3400 Sq.Ft. of living area. In my opinion, I find it difficult to visulize how this could be done on a lot with a 60 Ft. frontage.
3. To date, the developers of this sub-division have maintained strict guidelines how this area would be developed since there are many expensive homes to be built here, and now one individual, in my opinion for personal gain alone, is trying to trash the area by creating a sub-standard size lot.
4. In my opinion, the Planning and Zoning Board should strongly vote against this request because I believe Ken Jones will try to by-pass the P & Z Board and try to buy council members in his attempt to get approval for re-platting his lot. This effort reflects nothing but the desire for personnal financial gain with little or no regard for his neighbors concerns.
5. I think it is high time that the P & Z Board stand on their own two feet and make a right decision for a change. Council members made a bad decision when they approved the latest bond issue, please lets not make a bad decision in this case.
6. If necessary, we will obtain legal council, ~~if necessary~~, due to the importance of this issue. We have just begun to fight.

Respectfully submitted on April 5, 1993:



JOSEPH C. CONRAD
201 Becky Lane
Rockwall, Tx. 75087

(214) 771 8712
Owner of Lot 5, Block B



CITY OF ROCKWALL

"THE NEW HORIZON"

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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below ✓✓✓

① The lots in the subdivision are deed restricted and 75% of these home owners must approve this replat - I do not approve

② It is not the intention of the original developers that any lot in Coast Royale be 60 feet in width

Signature James L. Irvine
Address 1611 CAPE HATTERAS
ROCKWALL TEXAS 75087

③ The value of all the remaining lots in Coast Royale would be devalued should this replat be approved as submitted.



CITY OF ROCKWALL

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Hilda Crangle
Hilda Crangle, City Secretary

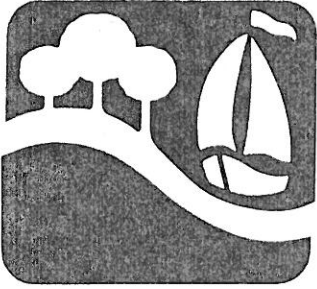
Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below X

If Ken Jones wants to divide his lot, we would not be opposed to
1. dividing it into equal halves. To replat as proposed however, would
violate the spirit of the development and the conditions under which
2. our lot was sold to us (by Ken Jones). The development is
3. proposed and advertised as "estate size lots." The new replat seems
to create a new division of patio homes to which we are evidently
opposed. It is hard to imagine
how anyone ever would, or
could, build a home on that
lot.

Signature John M. Sligh
Address Lot 3 Block 3



CITY OF ROCKWALL

"THE NEW HORIZON"

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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

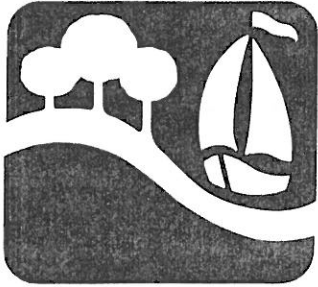
I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below ✓

- 1. In Clear Violations of Existing Deed Restrictions*
- 2. Clearly Violates the original intent of the quality & size of the community we set out to create.*
- 3. will not be compatible with the values of homes already built in the development.*

Signature *Ken Jones*

Address 1722 Ridge Rd.



CITY OF ROCKWALL

"THE NEW HORIZON"

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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

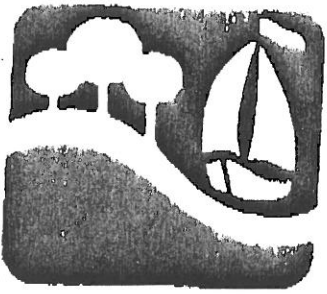
I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below ✓

1. IT WOULD CONTRIBUTE TO THE DEMINUTION OF RELATIVE VALUE OF THE HOMES IN THE DEVELOPMENT
2. RESTRICTIVE COVENANTS BUILDING ON THE EASEMENTS OR IN THE LOCATION REQUESTED BY KEN JONES
3. IT WOULD DEFEAT OUR PURPOSE WHICH IS TO DEVELOP OUR HOME FOR PRIVACY. THE DEVELOPMENT AS A WHOLE INTENDED EVERYONE TO HAVE PROPER SPACE.

Signature Susan Wetzel

Address 909 N FARMWIND ST
ROCKWALL, TX 75087



CITY OF ROCKWALL

"THE NEW HORIZON"

PUBLIC NOTICE

The Rockwall Planning and Zoning Commission will hold a public hearing on April 8, 1993 at 7:00 p.m. in City Hall, 205 W. Rusk, and the Rockwall City Council will hold a public hearing on April 19, 1993 at 7:00 p.m. to consider approval of a request from Ken Jones for approval of a replat of one lot into two lots located at 1728 Ridge Road, and further described as Lot 3, Block A of the Replat of the Estates of Coast Royale, No. 2. Attached is a copy of the proposed replat. As an interested property owner, you are invited to attend this meeting or make your feelings known in writing by returning the form below:

Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below X

LOTS 7-B
8-B
5-A
5-C

1. VIOLATES THE DEED RESTRICTIONS
2. DESTROYS THE INTEGRITY OF THE LARGE LOTS IN "COAST ROYALE"
3. IMPUNES THE EXCLUSIVITY OF THE HOMES AND VALUES ALREADY BUILT IN "COAST ROYALE".

Signature Obie Feldman
OBIE FELDMAN ATTORNEY IN FACT
Address JOHANNES VAN GURP

4. WE HAVE WORKED HARD TO CREATE SOMETHING SPECIAL FOR ROCKWALL ON THIS BEAUTIFUL PROPERTY - THIS SMALL LOT IN THE MIDDLE OF THE PLAT DEGRADES THE ENTIRE PLANNING PROCESS.



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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below X

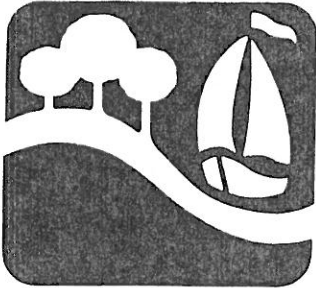
1. The main reason we bought our lot in Coast
2. Royale was because of the spacious size of each
3. lot and subdividing this lot would take away from the desired plan of the neighborhood.

Before we purchased our lot Mr. Jones said that

Signature Thomas M. Ryan

Address 904 Village Green

he planned to build his house in the middle of his double lot to allow several feet between houses to maintain not only the Estate look but an unblocked view of lake



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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

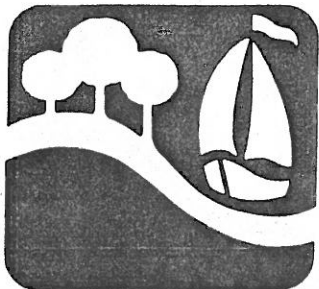
I am opposed to the request for the reasons listed below X

1. Will lower the value of surrounding lots.
2. No subdividing without 75% of lot owners approving.
3. Houses should be centered on lots, allowing views of the lake along side yards for surrounding lots.

Signature Barbara Hendricks

Address 1602 Ridge Road

Blocks C3, C2, B1 + A1



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Hilda Crangle
Hilda Crangle, City Secretary

Case No. PZ-93-9-PP

I am in favor of the request for the reasons listed below _____

I am opposed to the request for the reasons listed below X

1. Original covenants of subdivision plat filed with County states no subdividing without 75% of lot owners approving.
2. It will lower value of surrounding lots of entire subdivision.
3. The original intent of no subdividing and locating house in center of lot, allowing view corridors along side yards for surrounding lots, has been deceptively abandoned.

Signature James L. Hendricks

Address 1602 RIDGE ROAD

- o Block C - 3
- o Block C - 2
- o Block B - 1
- o Block A - 1