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CORRECTION INSTRUMENT: This document is made as a correction instrument in substitution of the instrument titled "**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**" (hereafter referred to as the "Corrected Declaration") dated July 17, 2000, filed July 18, 2000, and recorded in Vol. 1916, Page 271, of the Real Estate Records of Rockwall County, Texas, to attach Exhibit A which by mistake was omitted from the Corrected Declaration. Other than the stated correction, this instrument is intended to restate in all respects the Corrected Declaration, and the effective date of this correction instrument is intended to relate back to the effective date of the Corrected Declaration.

STATE OF TEXAS
KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ROCKWALL

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for **AUSTIN CORNERS**, made on the date hereinafter set forth by **CC SUBDIVISION, LLC dba DOUBLE C DEVELOPMENT.**, a Texas limited liability company, for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

THAT, WHEREAS, CC SUBDIVISION, LLC dba DOUBLE C DEVELOPMENT, hereinafter referred to as Declarant, is the owner of all that certain real property described in Exhibit A attached hereto and made a part of hereof (the "Property").

WHEREAS, Declarant desires to create an exclusive residential community to be known as **AUSTIN CORNERS** on the Property and such other property as may be added thereto pursuant to the terms and provisions of this Declaration;

WHEREAS, the Declarant will convey said real property as lots according to the recorded plat of Austin Corner Subdivision, an addition to the City of McLendon-Chisholm, Rockwall County, State of Texas, subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the above described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner (defined herein) thereof.

DEFINITIONS

1.a **ASSOCIATION.** "Association" shall mean and refer to the **AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation established for the purposes set forth herein, its successors and assigns.

1.b **AREAS OF COMMON RESPONSIBILITY.** "Areas of Common Responsibility" shall mean (i) the landscaped parkways and median areas at Highway 1139, (ii) all streets and drainage easements if any, as defined by the final plat, and such other improvements, if any including entrance monuments and signs, all designated by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the owners. Declarant hereby discloses that all streets within Austin Corners are Private streets and will not be maintained by the City of McClendon Chisholm, but rather by Austin Corners Homeowners Association, Inc.

1.c **DECLARANT.** The term "Declarant" shall mean and refer to **CC SUBDIVISION, LLC dba DOUBLE C DEVELOPMENT.**, a Texas Limited Liability Company its successors and assigns.

1.d **CITY.** "City shall mean the City of McClendon-Chisholm, Rockwall County, Texas.

1.e **ADOPTION OF BY-LAWS.** By-laws for the Association will be established and adopted by the Board of Directors of Austin Corners Homeowners Association.

1.f **OWNER.** The term "Owner" shall mean and refer to each person or entity, excluding Declarant, who is a record owner of a fee or undivided fee interest in any single family lot.

2. a **ESTABLISHMENT OF THE ASSOCIATION.** The formal establishment of the Association will be accomplished by the filing of the articles of incorporation of AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC. with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Incorporation of the AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC. Said Homeowners Association will be incorporated on or before January 1, 2001.

2. b **ADOPTION OF BY-LAWS.** By Laws for the Association will be established and adopted by the Board of Directors of the AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC. The initial Board of Directors for the Association shall be appointed by Declarant.

MEMBERSHIP AND VOTING RIGHTS

3. a **MEMBERSHIP.** Declarant, during the time it owns any single family lots and each person or entity who is a record owner of a fee or undivided fee interest in any single family lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of the law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

3. b **VOTING RIGHTS.** The Association shall have two (2) classes of voting membership:

(a). Class "A". The class "A" Member(s) shall be all Owners. The Class "A" members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than (1) one vote be cast with respect to any Lot.

(b). Class "B". The Class "B" Member shall be Declarant. The Declarant shall be entitled to seven (7) votes for each Lot it owns; provided however, that Declarant shall cease to be a Class "B" member and shall become a Class "A" member entitled to one (1) vote per lot owned upon the happening of either of the following:

(i). when the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership, or;

(ii). Upon the expiration of ten (10) years from the recording date of this instrument in the Deed Records of Rockwall County, Texas.

3. c **NO CUMULATIVE VOTING.** At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

COVENANT FOR ASSESSMENTS

4. a **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the, person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors, however the lien shall upon the Lot shall continue until paid.

4.b PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Lots, the improvement and maintenance of the Areas of Common Responsibility, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessment shall include, but not be limited to, funds to cover actual Association cost for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the costs of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, street repair, and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein.

4.c BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS

(i) Effective January 1, 2001, the regular maximum annual assessment shall be \$250 per lot. (ii) From and after January 1, 2002, the maximum regular annual assessment may be increased by an amount up to ten (10) percent over the preceding year's regular annual assessment solely by the Board of Directors. Any increase over and above 10% of the previous year's regular annual assessment shall be done by the approval of sixty six and two thirds ($66 \frac{2}{3}$ %) percent of the votes (determined pursuant to section 3.b hereof) of Members voting in person or by proxy at a meeting at which a quorum is present, provided that notice of a vote on Assessments is given in the notice of meeting given to the Members.

4.d SPECIAL ASSESSMENTS In addition to the regular annual Assessment authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost incurred by the Association pursuant to the provisions of this Declaration, provided that any such Special Assessment shall have the approval of sixty six and two thirds ($66 \frac{2}{3}$ %) percent of the votes (determined pursuant to section 3.b hereof) of Members voting in person or by proxy at a meeting at which a quorum is present, provided that notice of a vote on Special Assessments is given in the notice of meeting given to the Members. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

4.e NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4c AND 4d Written notice of any meeting called for the purpose of taking any action authorized under sections 4c and 4d hereunder shall be given to all Members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. At such meeting, the presence of the Class 'B' Member and at least ten (10) percent of the Class "A" Members actually present shall constitute a quorum. For quorum purposes only, proxies shall not count toward the requirement that at least ten (10) percent of the Class "A" Members be actually present to constitute a quorum.

4.f UNIFORM RATE OF ASSESSMENT. Both the regular annual Assessments and Special Assessments shall be fixed at a uniform rate for all single family Lots, and shall commence and be due in accordance with the provisions of Section 4.C hereof. Each Owner shall pay one hundred percent of the established Assessment for each Lot he or she owns.

4.g DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

a. The obligation to pay regular annual Assessments provided for herein shall commence on January 1, 2001. The Assessments shall be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

b. Declarant shall pay the deficiency resulting in the event the cost of maintenance exceeds the amount of the Assessments received from the Owners; provided, however, in such event, Declarant shall not otherwise be required to pay Assessments with respect to portions of the Property owned by Declarant; and further, provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent of the established Assessment for each Lot it owns. When the Declarant is converted to a Class "A" Member, the Declarant (i.) shall no longer be responsible for contributing shortfalls outlined in the preceding sentence but rather, (ii) shall commence making regular annual and Special Assessments pursuant to Sections 4a.b.c.d hereof calculated on the number of remaining Lots Declarant then owns. NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY, except as provided in this paragraph, lots owned by Declarant shall be exempted from the Assessments and lien for Assessments created herein.

c. Except for the first Assessment year, the Association shall fix the amount of the annual Assessment at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4.c hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

d. No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or by abandonment of his home.

e. At the closing of the sale of each lot initially sold by Declarant, Declarant may, but shall not be obligated to, collect for the Association: (i) an amount equal to the full Assessment for the 2001 year, for any closing occurring prior to January 1, 2001, and (ii) for any closing occurring after January 1, 2001, a prorated Assessment amount.

4.h EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

a. All payments of the Assessments shall be made to the Association at its principal place of business in Rockwall County, Texas, or at such other places as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declarant relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Property.

b. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty days after the date of delinquency, the Assessment shall bear interest from the date of delinquency, until paid, at the maximum rate allowed by law. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include said interest and a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any Assessments.

c. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Rockwall County, Texas, said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

d. Any such sale provided for above 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 Section 51.002 of the Property Code of the State of Texas, or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment Lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

e. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release.

4.i EXEMPT PROPERTY. The following property otherwise subject to the Declarations shall be exempted from the assessments, charge and lien created herein:

1. All properties dedicated and accepted by the local public authority and devoted to public use.
2. All common property.
3. All areas of Common Responsibility.

4.j LOTS 23,24,25 EXEMPT FROM ASSESSMENTS. NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY, the following lots otherwise subject to the Declarations shall be exempted from the Assessments and lien for Assessments created herein: Lots 23, 24 and 25.

4.k SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to the lien of any first lien mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

4.l MANAGEMENT AGREEMENTS. The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the development and the performance of its obligations hereunder. A copy of all such agreements shall be available for review by each Owner. Any and all management agreements entered into by the Association shall provide that said agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by either party with thirty days written notice. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self-management of the development by the Association.

4.m INSURANCE REQUIREMENTS. The Association through the Board of Directors, or its duly authorized agent, shall obtain insurance policies covering the Areas of Common Responsibility and covering all damage or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

ARCHITECTURAL CONTROL COMMITTEE

Declarant hereby establishes an "Architectural Control Committee" consisting of three (3) representatives to be initially appointed by Declarant. In the event an Architectural Control Committee member becomes incapacitated, deceased, refuses to serve, or is otherwise unable to serve, Declarant, its successor and/or assigns shall appoint a new member to fill such vacancy. At such time as Declarant ceases to be a Class "B" Member, the Association shall have the authority and obligation to appoint to fill any vacancy in the Architectural Control Committee. All matters herein required to be approved by the Architectural Control Committee must be approved by a majority of the members of such committee except that the Architectural Control Committee may appoint by unanimous vote a representative (the "Representative") to exercise all the powers and authority herein vested in the Architectural Control Committee on the Architectural Control Committee's behalf. The members of the Architectural Control Committee and the Representative shall never be held liable for any act taken pursuant to these covenants or failure to act pursuant to these covenants other than willful misconduct, fraud, or gross negligence.

Plans Submission and Approval Procedure

Plans and Specifications shall be submitted to the Committee at least ten days prior to the commencement of any construction or modification. The following **shall be submitted in duplicate** for approval: a site plan showing the entire Lot with existing improvements, proposed lot drainage, detailed sanitary septic system, floor plan and elevations of all faces of the **proposed structure; and a description of all exterior** construction materials. The committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications within fourteen days after the same has been submitted to it, they will be presumed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reason thereof. The Owner shall promptly correct the plans and specifications if disapproved and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the Committee is obtained. The Committee may approve any deviation from these covenants and restrictions as the Committee deems consistent with the purpose hereof.

After approval by the Committee of said plans, said plans must be submitted to the City of McLendon Chisholm for the purpose of obtaining a building permit.

Conditions, Restrictions, and Covenants of Austin Corner Subdivision

1. RESIDENTIAL USE. The Property shall be used for single family residential purposes only. Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per lot, which residence may not exceed two and one-half (2 1/2) stories in height and a private garage as provided below.

2. GARAGE REQUIRED. Each residence shall have an enclosed garage suitable for parking a minimum of two (2) standard size automobiles, which garage shall conform in design and materials with the main structure. Each garage shall open only to the side or rear of the Lot so as not to face a residential street.

2.a RESTRICTIONS ON RESUBDIVISION. No Lot or combination of Lots shall be subdivided into smaller Lots so as to create more lots than is described on Exhibit "A".

3. DRIVEWAYS. All driveways shall be surfaced with concrete or similar substance approved by the Committee. Hot-mix asphalt concrete or rock driveways are prohibited. Culverts, tin horns, and head wall must be encapsulated in concrete. The driveway approach must be at least twenty-one feet wide at the street. The approach must contain a four inch rolled curb of at least twelve feet centered with the drainage culvert. Thereafter, the remaining drive may be twelve feet wide.

4. USES SPECIFICALLY PROHIBITED.

a. Except as expressly approved by the Committee, no temporary structure of any kind shall be erected or placed on any of said property without the approval of the Declarant. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

b. No boat, marine craft, hovercraft, or aircraft may be parked on any public or private street on the Property, nor shall any such vehicle or equipment be parked in the front, side or rear yard of any residence. No boat in excess of 25 feet, recreational vehicle, camper, travel trailer, motor home, mobile home, or any similar equipment may be parked for storage in the front, side or rear yard of any residence, but such vehicles may be housed on the property in an enclosed garage. No such vehicle or equipment shall be used as a residence or office temporarily or permanently.

c. Trucks with tonnage in excess of one ton, including but not limited to wreckers, tractor rigs, tractors, and any commercial vehicle with painted advertisement shall not be permitted to park overnight on any public or private street within the Development except those used by a builder during construction of improvements.

d. No vehicle of any size which transports flammable, explosive or noxious cargo may be kept on the Property at any time.

e. No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except for passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current valid license plates and inspection stickers.

f. No structure of a temporary character, such as a trailer, tent, shack, barn, or other outbuilding shall be used on the Property at any time as a dwelling house; provided, however, that a builder may maintain and occupy (for the purpose implied), a model home. Sales offices and model homes must be approved by the Committee in accordance with the requirements.

g. No bees, horses, cows, hogs, sheep, goats, guinea fowls, turkeys, skunks, exotic animals, or outside birds shall be raised, bred, or kept on any Lot, except dogs or cats. A lot Owner may keep a maximum of three grown dogs and three grown cats. The lot Owner shall be responsible for seeing that his dogs are not allowed to roam on other Lots. Declarant may require an Owner to fence or tie his dog as a condition of keeping said dog. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or noxious odors to adjoining Lots. All animals must be properly registered and tagged for identification.

- h. No lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars or equipment and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All Containers for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be only stored on Lots during construction of the improvements hereon.
- i. No air conditioning apparatus shall be installed on the ground in front of a residence. No gas or electric meter shall be set nearer the street than the side of a dwelling house.
- j. Except with the written permission of the Declarant or the Architectural Control Committee, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property except any antennas that are located inside the attic of the main residence or a satellite dish of not more than 24 inches attached to the residence. With the written permission of the Declarant or the Architectural Control Committee, one (1) satellite dish or similar antenna may be placed in the rear yard of a Lot so long as it is completely screened from view from any adjacent street or other public area.
- k. No Lot or improvement thereon shall be used for a business, professional, commercial, or manufacturing purposes of any kind. No business activity shall be conducted on the Property that is not consistent and compatible with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the Properties. Nothing in this paragraph shall prohibit an Owner's use of a residence for quiet, inoffensive, nonintrusive activities, such as tutoring, art and music lessons and/or professional counseling so long as no signage advertising such service is displayed on the Property and such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' peaceful use and enjoyment of their residences and yards. No childcare business in the home is permissible.
- l. No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation of three (3) feet above the roadway shall be placed or permitted to remain on any corner Lot within the area formed by the street right-of-way lines.
- m. Except for children's playhouses, dog houses, and gazebos, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.
- n. Within the easements on each Lot, as designated on the Subdivision Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels.
- o. No oil drilling, oil development, oil refining, pooling arrangements, quarrying or mining operation of any kind shall be permitted in or on the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the property.
- p. No individual water supply system shall be permitted on any Lot.
- q. No garage, garage house or other out-building shall be occupied by any Owner, tenant or other person prior to the erection of a residence.
- r. No noxious offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner shall do any work that will impair structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residence or their Owners. No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Committee and does not shine directly upon the property of other Owners). No exterior speakers, horns, whistles, bells or other sound devices (except security devices) shall be placed or used upon any Lot.
- s. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide for the construction of improvements or to remove dead or unsightly trees.

5. GRADING, SLOPE, DRAINAGE. The general grading, slope and drainage plan of a Lot as established by the approved Development plans may not be materially altered without the written approval of the Committee and/or the City of McLendon-Chisholm.

6. SIGNAGE. No sign of any kind or character shall be displayed to the public view on any Lot except for one (1) professionally fabricated sign of not more than six (6) square feet advertising the property for rent or sale, or signs used by an approved builder to advertise the property during its' construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising device that does not comply with the above, and in so doing shall not be subject to any liability for trespass, or any other tort arising in connection therewith from such removal, nor in any way be liable for any accounting or their claim by reason of the disposition thereof. Development related signs owned and erected by the Declarant shall be permitted.

7. FIREPLACES. Except within fireplaces in the main residence, outdoor fireplaces, and proper equipment for outdoor cooking, no burning of anything or open fires shall be permitted anywhere on the property.

8. FENCES. No fences shall exceed 72" inches in height unless approved by the Committee. **Any and all fences, including dog runs, must be approved in writing by the Architectural Committee prior to installation.** Dog runs must be screened from the street. No chain link or wire fencing for dog runs may be visible from ground level of any other Lot or from the street. No screening fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Subject to approval of the Committee, screening fences maybe constructed a distance of no more than 30' from the rear of the primary residence and may not exceed 72" in height. These screening fences may be constructed using the masonry product approved for the primary residence or board on board fencing. Cedar and spruce wood will be acceptable for fence construction. No chain link fences are allowed. The remainder of the Lot including the rear may be fenced using a subdivision standard 4' black ornamental iron fencing material.

9. Within the easements on each Lot, as designated on the Subdivision Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels.

10. EXTERIOR MATERIALS. The total exterior wall area of each residence constructed on a Lot shall not be less than eighty percent (80%) brick, stone, brick veneer, stone veneer, or other masonry material approved by the committee. Any other materials must be approved by the Architectural Committee and shall constitute the exterior walls of the dwelling and includes all structures attached to the dwelling and outside buildings.

Out buildings shall be constructed only of new materials and shall be erected no closer than 20' of the rear of the residential dwelling. Exteriors, including roofs, shall be constructed of the same materials as the residence and must be approved by the Committee. Out buildings shall not be less than 80 % masonry unless otherwise approved by the Committee. Buildings shall be of a permanent type built on a concrete slab and shall not exceed 600 square feet in size and shall not be greater than 12' in height or exceed 1 story unless approved by the Committee.

11. SQUARE FOOTAGE. No residence shall be erected upon any lot, which contains less than 2,800 square feet of living area (air-conditioned), exclusive of porches, terraces, garages, and out buildings.

12. ROOFS. All roofs of principal and secondary structures, which are exposed to public view, shall be either composition, slate, or metal as approved by the Architectural Control Committee. Composition shingles shall be 240 pounds per square or more and of either a weathered wood color or barkwood color unless otherwise approved by the Architectural Control Committee. The Architectural Control Committee must approve all roof colors. All residences must have a roof pitch of at least 10X12 on the major portions of the building unless otherwise approved by the Architectural Control Committee.

12.a SIDE AND FRONT LINE SETBACK REQUIREMENTS. No dwelling shall be located on any Lot nearer to the front lot line than the minimum setback lines shown on the Subdivision Plat. No dwelling shall be located nearer the side lot lines than 20 feet. The dwelling shall be located no further behind the front building line than five (5) feet and will be centered within 15 feet of the center of the lot. With the written approval of the Committee, a residence structure may be located farther back from the front property line of a Lot if, in the opinion of the Committee, the proposed location of the structure will not negatively impact the appearance or value of the Property or adjacent Lots.

13. CHIMNEY FLUES. Chimney flues shall be enclosed one hundred percent (100%) in brick or stone masonry.

14. WINDOWS. Window jambs and mullions on all residences shall be of anodized or wood materials. All windows on any front elevation of a residence shall have baked on painted aluminum windows (no mill finish) or be painted wooden windows.

15. LANDSCAPING. Landscaping of each Lot shall be completed within sixty (60) days after the dwelling construction is completed. Minimum landscaping requirements for each Lot include grassed or similarly approved ground covering for the front and side yards. No less than five (5) one and one half (1 1/2")-inch caliber trees shall be planted on each Lot.

16. CONSTRUCTION. The outside premises shall be free of debris during the construction period. No portion of the premises may be used for the storage of junk, used lumber or any other material that might detract from the general appearance and attractiveness of the area. Each lot Owner shall be required to keep the grass on his lot mowed so that it shall not be higher than twelve (12) inches. If any Owner defaults in this obligation, Declarant may mow the grass and charge the defaulting Lot Owner the reasonable cost thereof. However, nothing contained herein shall be construed to obligate the Declarant, his assigns or successors in interest to keep the grass mowed on any lot. In the event a Lot Owner shall fail to maintain the premises and improvements situated thereon in a neat and orderly manner, the Declarant shall have the right to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements thereon, all at the expense of the Lot Owner. During construction the builder and Lot Owner are responsible for the containment of construction materials, debris, and trash. If the builder and Lot Owner default in this obligation, the Declarant may, at his discretion, remove the materials, debris, and trash and the defaulting party will be charged a reasonable fee thereof.

17. BASKETBALL APPARATUS. Basketball goals, backboards, and nets shall not be located closer to the street than the front of the building line.

18. SWIMMING POOLS. Above ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either a side yard between the front and rear boundaries of the dwelling or in the rear yard adjacent to the dwelling and shall not be visible from any residential street.

19. SEPTIC SYSTEMS. Septic systems shall be aerobic and shall be required for all dwellings. Each dwelling shall contain aerobic septic tanks designed as per state and County department's requirements and recommendations and subject to the county health officer's approval. Design may vary subject to Declarant and county health Officers' approval in writing.

20. MAILBOXES. Mailboxes must be constructed of masonry of the same type as the main dwelling structure and be approved by the Committee.

21. PROPANE GAS TANKS. Propane gas tanks are prohibited above the ground and must be underground.

22. STOCK PONDS. No stock ponds or tanks may be dug without approval of the Committee.

23. OBLIGATION TO IMPROVE PROPERTY. If any Owner of a lot does not, within eighteen (18) months after receipt of title to such Lot begin (and therefore continue to completion) substantial and meaningful construction of a home upon said Lot (which building shall comply with all provisions of this Declaration), the Declarant conveying such Lot or its successors or assigns shall have an option to repurchase said lot for a purchase price equal to the purchase price paid by such Owner for said Lot. This option to repurchase must be exercised in writing within six (6) months after the expiration of the above-referenced eighteen (18) month period. Closing of the repurchase shall take place within ninety (90) days after the exercise of the option to repurchase and shall be held at the office of the Title Company selected by Declarant.

For the purposes hereof, "substantial and meaningful construction" shall mean the commencement of construction of a component part of the building, such as the laying of a foundation of the building. Such activities as erecting stakes, unloading dirt, and exacting batter boards shall be insufficient activities for these purposes.

RIGHT OF FIRST REFUSAL. For so long as any Owner has not commenced substantial and meaningful construction upon a lot covered by this the terms and conditions set forth in this Declaration, Declarant, its successors or assigns shall have the right to repurchase any of such lots upon the terms and conditions set forth in the Paragraph. In the event such Owner shall receive a bona fide offer for the purchase of any Lot upon which has not already begun such construction of a single family residence, Owner shall either refuse such offer or give Declarant written notice setting out in full the details of such offer, which notice, among other things, shall include a true and correct copy of the offer made to Owner. Upon delivery of the notice with respect to such offer, Declarant shall have the exclusive right and option, exercisable at any time during a period of fifteen (15) days after the date of delivery of such notice, to purchase such lot (or Lots) at the lesser of (1) the bona fide purchase price per lot as set forth in the applicable sales contract or (2) the price specified in such bona fide offer.

Within fifteen (15) days after the date of the delivery of such notice from Owner, Declarant shall give Owner a written statement indicating whether or not Declarant intends to exercise the option herein granted. Failure to notify Owner within such fifteen (15) day period shall be presumed an election not to exercise the option. If Declarant elects to exercise the option, the sale and purchase shall be closed upon the date as contained in such bona fide offer.

If Declarant does not elect to exercise such option, Owner shall be free to sell any such lot (or Lots) upon the terms and conditions set forth in such bona fide offer. Any sale after the failure of Declarant to exercise its option as herein provided must be made strictly upon the terms and conditions and to the person or entity described in such bona fide offer, and any sale to a different person or entity or upon changed terms and conditions shall be subject to the same option and the same notice requirements set forth herein.

WAIVER OF OBLIGATION TO IMPROVE PROPERTY. In the sole discretion of Declarant, these provisions may be waived or modified by Declarant as to any Lot purchased by an Owner from such Declarant. In addition, Declarant shall have the right in its sole discretion from time to time to grant extensions of the said eighteen (18) month period by written notice of such extension given to any Owner affected thereby.

24. EROSION CONTROL. During construction of improvements and prior to landscaping, reasonable measures will be taken to prevent excessive erosion of lots, causing silt to be deposited in the streets. Protection can be by retaining walls, berm, hay bales or other means suitable for each individual Lot. The Lot Owner will be responsible for removing excessive silt accumulations from the street.

25. BUILDING PERMITS. The Building Inspector of the City of McLendon-Chisholm, Texas, or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the Property, if such improvements do not conform to and comply with the restrictions set out herein.

26. WAIVER BY THE ARCHITECTURAL REVIEW COMMITTEE. The Committee may, at its discretion, approve construction of a structure lacking not more than 10% of the minimum square footage required by restrictions and may waive such other variations from these restrictions as said Committee deems, in its sole discretion, not to be inconsistent with the general tenor and purpose of these restrictions.

27. GENERAL MAINTENANCE. Following occupancy of the residence on any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawn areas on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area. Such maintenance and repair to include but not limited to: the replacement of worn and rotted components, the regular painting of all exterior surfaces, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the home to maintain an attractive appearance including regular mowing and edging of lawn and grass areas, drainage easements, and sanitary sewer septic systems. Upon failure of any Owner to maintain a lot owned by him in the manner prescribed herein, the Declarant or Association, at its option and discretion, but without any obligation to do so, but only if such non-compliance continues five (5) days after written notice to such Owner, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten (10) days after presentment of such statement. Unpaid amounts may be enforced with the same measures provided to enforce unpaid Assessments.

28. SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

29. TERM. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless by vote, the then Owners of 67 % of the Lots agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of Rockwall County, Texas.

30. AMENDMENTS. These Covenants and Restrictions may be amended and/or changed in part as follows:

By Declarant, during the period of time that it enjoys Class "B" Membership status.

In all other situations, these Covenants and Restrictions may be amended or changed upon the express written consent of 67% of the outstanding votes of the Members of the Association.

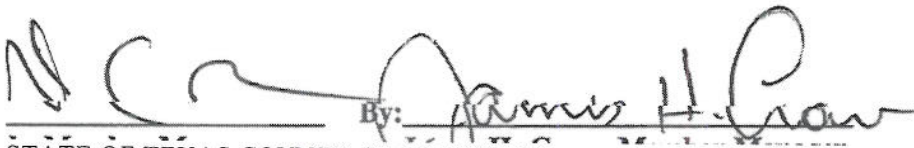
Any and all amendments, if any, shall be recorded in the office of the County Clerk of Rockwall County, Texas.



31. MANNER OF ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that Declarant's and/or any Owners obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

32. NOTICES TO MEMBER/OWNER. Any notice required to be given to any Member-or Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

33. TEN-ACRE TRACT. Declarant discloses that there is a ten acre tract, adjacent to the Austin Corners Subdivision, which contains its' own Conditions, Restrictions, and Covenants and is not a part of Austin Corners Subdivision.

34. INDEMNITY. The Association shall indemnify, defend and hold harmless Declarant, the Board of Directors, the Committee and each director, officer, employee and agent of Declarant, the Board of Directors and the Committee of all judgements, penalties (including attorney's fees) incurred by each such indemnified person under or in connection with this Declaration of Property to the fullest extent permitted by applicable law. Such indemnity to include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by applicable law.

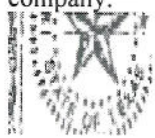

By: James H. Crow
STATE OF TEXAS COUNTY OF ROCKWALL

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 25th day of *September* 2002.
CC Subdivision, LLC dba Double C Development, a Texas limited liability company
By:

David Cook, Member Manager James H. Crow, Member Manager

(Acknowledgment)
This instrument was acknowledged before me on the 25 day of September 2002, by **David Cook, Member Manager** and **James H. Crow, Member Manager**, duly authorized agents of **CC Subdivision, LLC dba Double C Development**, a Texas limited liability company, on behalf of said limited liability company.



CHRIS HAIL
MY COMMISSION EXPIRES
November 7, 2004

Notary Public, State of Texas
AFTER RECORDING RETURN TO:
CC Subdivision, LLC dba Double C Development
504 Williams Street
Rockwall, TX 75087

EXHIBIT A

That certain lot, tract or parcel of land described by metes and bounds on the pages attached hereto and made a part hereof by reference, the same as if set forth here word for word. Said property includes all of the following subdivisions:

AUSTIN CORNERS SUBDIVISION, PHASE ONE, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet D, Slide 267, of the Plat Records of Rockwall County, Texas.

AUSTIN CORNERS SUBDIVISION, PHASE TWO, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 224, of the Plat Records of Rockwall County, Texas.

That 92.72 acre parcel of land, more or less, described in Deed from JUANITA RICHARDS to ANDRES DESCENDANTS TRUST, dated July 27, 1999, and being recorded in Volume 1686, Page 25 of the Real Property Records of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

All that certain lot, tract or parcel of land situated in the W.W. FORD SURVEY, ABSTRACT NO. 80, Rockwall County, Texas, and being a part of Tract I as described in a Warranty deed from H.E. Richards to Juanita Richards, as recorded in Volume 108, Page 859, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner at the intersection of the Southwest right-of-way line of F.M. Highway 1139 and the Southeast boundary line of said Richards tract, said point also being at the North corner of Lot 4 of KENTWOOD ADDITION, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Platt thereof recorded in Cabinet B, Slide 87 of the Plat Records of Rockwall County, Texas;

THENCE S 44 deg. 30 min. 58 sec. W. along the Northwest line of said Lot 4, along a fence line, a distance of 246.12 feet to a 1/2" iron rod found for corner;

THENCE S. 44 deg. 48 min. 51 sec. W. (Controlling bearing line) along a fence line along the Northwest Line of Lot 4, 5, 6 and 7, a distance of 1022.33 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner:

THENCE S. 35 de. 37 min. 51 sec. W. a distance of 25.15 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 46 deg. 26 min. 45 sec. W. a distance of 57.87 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 44 deg. 42 min. 40 sec. W. a distance of 29.89 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 53 deg. 29 min. 54 sec. W. a distance of 32.70 feet to a 1/2" iron rod found for corner;

THENCE S. 44 de 28 min. 13 sec. W. along the Northwest line of Lot 20, a distance of 371.5 feet to a 1/2" iron rod found for corner;

THENCE S. 45 deg. 12 min. 27 sec. W. along the Northwest line of Lot 20, a distance of 278.11 feet to a 3/8" iron rod found for corner at the South corner of said Richards tract;

THENCE N. 45 deg. 12 min. 47 sec. W along the Southwest line of said Richards tract, a distance of 2084.11 feet to a 1/2" iron rod found for corner at the West. corner of said Richards tract;

THENCE N 44 deg. 23 min. 34 sec. E. a distance of 1617.96 feet to a 1/2" iron rod with yellow plastic cap stain stamped "R.S.C.I. RPLS 5034" set for corner in the South right-of-way line of F.M Highway 1139;

THENCE in a Southeasterly direction along a curve to the left having a central angle of 10 deg. 40 min. 29 sec., a radius of 995.37 feet, a tangent of 92.99 feet a chord of S. 85 deg. 31 min 14 sec. E., 185.18 feet, an arc distance of 185.45 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE 89 deg. 01 min. 15 sec. E. along said right-of-way line, a distance of 300.50 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE in a Southeasterly direction along a curve to the right having a central angle of 47 deg. 09 min. 29 sec., a radius of 370.28 feet, a tangent of 1.60 feet, a chord of S. 68 deg. 00 min. 10 sec. E., 296.22 feet, an arc distance of 304.75 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 45 deg. 01 min. 37 sec. E. along said right-of-way line, a distance of 755.95 feet to a 1/2" iron rod with yellow plastic cap stamped R.S.C.I. RPLS 5034" set for corner;

THENCE S. 44 deg. 49 min. 17 sec. W. along a fence line, a distance of 657.51 feet to a 1/2" iron rod with yellow Plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 45 deg. 01 min. 37 sec. E., a distance of 265.00 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I RPLS 5034" set for corner.

THENCE N. 44 deg. 49 min, 17 sec. E. a distance of 657.51 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the Southwest right-of-wry line of F.M. Highway 1139 (Vol. 45, page 136)

THENCE S. 45 deg'. 01 min. 37 sec. E, along said rig ht-of -way line a distance of 452.25 'feet to the POINT OF BEGINNING and containing 92.72 acres of land.

SAVE AND EXCEPT:

That 10 acre parcel of land, more or less, described in Deed from ANDRES DESCENDANTS TRUST to DOUGLAS STEPHENS and BELINDA STEPHENS, dated July 29, 1999, and being recorded in Volume 1780, Page 22 of the Real Property Records of Rockwall County, Texas and being more particularly described by metes and bounds as follows:

All that certain lot. tract or parcel of land situated in the W.W. Ford SURVEY.

ABSTRACT NO. 80, Rockwall County, Texas, and being a part of Tract I as described in a Warranty deed from H.E. Richards to Juanita Richards, as recorded in Volume 108, Page 859, of the Deed Records of Rockwall County, Texas, and being inure particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the Southeast boundary flue of said Richards tract, said point being S. 44 deg.;. 30 min. 56 sec. W., a distance of 246.12 feet and S. 44 deg. 48 min. 51 sec. W., (Controlling bearing line) a distance of 948.88 feet from a 1/2' iron rod with yellow plastic cap stamped R.S.C.I. RPLS 5034" set for corner at the intersection of the Southwest right-of-way line of F.M. Highway 1139 and the Southeast boundary line of said Richards tract and the North corner of Lot 4 of KENTWOOD ADDITION, an Addition to the City of McLendon--Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 87 of the Plat Records of Rockwall County, Texas;

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THENCE S. 44 deg. 48 min. 51 sec. W. along the Northwest line of Lot 7, along a fence line, a distance of 73.45 feet to a 1/2 iron rod with yellow plastic cap stamped 'R.S.C.I. RPLS 5034" set for corner;

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THENCE S. 35 deg. 37 min. 51 sec. W. along the Northwest line of Lot 7, a distance of 25.15 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

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THENCE S. 46 deg. 26 mica. 45 sec. W. a distance of 57.67 feet to a i/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S 44 deg 42 min. 40 sec. W. a distance of 29.69 feet to a 1/2" Iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 53 deg. 29 min. 64 sec. W. a distance of 32.71 feet to a 1/2" iron rod with yellow plastic cap stamped 'R.S.C.I. RPLS 5034" set for corner;

THENCE S 44 deg. 28 min. 47 sec. W. along a fence along the Northwest line of Lot 20, a distance of 371.65 feet to a 1/2" iron rod found for corner;

THENCE S. 45 deg. 12 min. 27 sec. W. a distance of 278.11 feet to a 3/6" iron rod found for corner at the South corner of said Richards tract;

THENCE N. 45 deg. 12 min. 47 sec. W. along the Southwest line of said Richards tract, a distance of 303.49 feet to a 1/2" iron rod with yellow plastic cap stamped R.S.C.I. RPLS 5034' set for corner;

THENCE N. 21 deg. 31 min. 27 sec. E. a distance of 842.04 feet to a 1/2" Iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 68 deg 28 min. 33 sec. E. a distance of 125.16 feet to a 1/2' iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE in a Northeasterly direction along a curve to the left having a central angle of 50 deg. 08 min. 57 sec., a radius of 215.00 feet, a tangent of 100.52 feet and a chord of N. 86 deg. 27 min. 57 sec. E., 182.12 feet, an arc distance of 188.06 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 32 deg. 28 min. 04 sec. E., a distance of 452.25 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

TOGETHER WITH A 20 FOOT EASEMENT FOR INGRESS AND EGRESS AS FOLLOWS;
All that certain lot, tract or parcel of land situated in the W.W. FORD SURVEY, ABSTRACT NO. 80. Rockwall County, Texas, and being a part; of Tract I as described in a Warranty deed from H.E. Richards to Juanita Richards, as recorded in Volume 100, Page 859. of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2" iron rod with yellow plastic cap stamped 'R.S.C.I. RPLS 5034" set for corner at the intersection of the Southwest right-of-way line of F.M. Highway 1139 and the Southeast boundary line of said Richards tract, said point also being at the North corner of Lot 4 of KENTWOOD ADDITION, an Addition to the City of McLendon-Chisholm, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet 13, Slide 87 of the Plat Records of Rockwall County, Texas,;

THENCE 5.44 deg. 30 min. 58 sec. W. along the Northwest line of said Lot 4, along a fence line, a distance of 246.12 feet to a 1/2" iron rod found for corner;

THENCE S 44 deg. 48 min. 51 sec. W. (Controlling bearing line) along a fence line along the Northwest line of Lot 4, 5, 6 and 7, a distance of 948.8 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 32 deg. 28 min. 04 sec. W a distance of 20.50 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 44 deg. 48 min. 51 sec. E a distance of 944.31 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE N. 44 deg. 30 min. 56 sec. E a distance of 246.23 feet to a ½" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the Southwest right-of-way line of F.M. Highway 1139;

THENCE S. 45 deg. 01 min. 37 sec. E along said right-of-way line, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.55 acres in ingress-egress easement.