

09/14/05

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139

LAKEVIEW VILLAGE
 LAKEVIEW LUXURY. WITH CITY CONVENIENCE
 LAKE RAY HUBBARD AT INTERSTATE 80

**DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by LAKEVIEW VILLAGE DEVELOPMENT COMPANY, A JOINT VENTURE, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Rockwall, County of Rockwall, State of Texas, which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be sold, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKEVIEW VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.



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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinafore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to LAKESIDE VILLAGE DEVELOPMENT COMPANY, A JOINT VENTURE, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Board" shall mean the Board of Directors of the Lakeside Village Homeowners Association, Inc.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant and shall pass with the title



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132

09/14/05

to Every Owner subject to the following covenants and Assessment Disclaimer above.

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, having voting rights, agreeing to such dedication or transfer has been recorded;

(d) the right of the Association to an expressed contractual lien on the Lot of an Owner for unpaid assessments or charges as hereafter provided.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one (1) automobile parking space, which shall be assigned by the Board and as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each dwelling. Guest and second car parking may be assigned by the Board in the Common Area if in its opinion there is adequate space for same.



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Section 4. Necessary and Valuable Maintenance, Repair

and Improvement. All those persons who become Owners and accept title to said properties do acknowledge and agree that the properties have and will be enhanced in value, and it is to the best interest of the Owners thereof, for the properties to be maintained, improved, landscaped, repaired, replaced, constructed, reconstructed, and controlled and to that end agree that it is necessary for the accomplishment of these purposes that the provisions of these Declarations relating to same shall bind the Owners of the properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment..

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one 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 one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or



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134

09/14/05

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(c) or on the date that seventy-five (75) per cent of the dwellings proposed for the development are completed and sold.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation

of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements within the Common Area, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land secured by a contractual lien herein expressed from the date of levy and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment was levied. The personal obligation for delinquent assessments may be expressly assumed by successors in title.

Section 2. Purpose of Assessments. The assessments

levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessments. Until January 1

of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Seventy Six dollars (\$276.00) per Lot.



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(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased by the Board each year not more than three (3%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased by the Board above three (3%) per cent by a vote of approval of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments 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 of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such assessment shall be given to each Owner and the date of notice shall be the date of levy.

Section 5. Notice and Quorum for Meeting Regarding Assessments. Written notice of any meeting called for the purpose of taking any action regarding assessments, including the levy thereof, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, sixty (60%) per cent of all the votes of each class of membership, represented in person or by proxy, shall



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136.

09/14/05

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another meeting may be called for the same purpose upon the giving of fifteen (15) days written notice and the required quorum at said subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The notice for such meetings shall state the purpose of same and shall be delivered personally or mailed prepaid to the Owner at the address shown on the books of the Association.

Section 6. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments.
Due Dates. The annual assessments period provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be prorated on a daily basis according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner and the day of notice shall be the date of levy. The due dates shall be established by the Board if other than the date of levy. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments.
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date or date of levy, whichever is later, shall bear interest from said date at the rate of ten (10) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property. No Owner may waive or otherwise escape



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the Common Area, the facilities, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien provided herein shall be subordinate to any first mortgage lien. Sale or transfer of any Lot shall not affect the assessment lien. Upon the sale of his property, the Owner shall pay all unpaid assessments out of the sales price to the extent of his equity. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Foreclosure of Assessment Lien. In the event an assessment is not paid when due, the Association may give written notice to the Owner at the address provided in Section 5 hereof that in the event payment with accrued interest is not paid within thirty (30) days from the date of notice, then the expressed contractual lien provided herein shall be foreclosed. Notice and sale in the event of foreclosure shall be done according to Article 3810 of the Revised Civil Statutes of Texas and the President, Vice-President and Treasurer, or either of them, are hereby appointed Trustees for the sale under the terms hereof. The Owner's property shall be sold by the Trustee to the highest bidder for cash at the door of the Court-house in Rockwall County, Texas.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been



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138.

09/14/05

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ARTICLE VI

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, but not be obligated to do so, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and secured by a lien as provided herein. Said cost shall be due and payable within thirty (30) days following written notice to the Owner as to the amount thereof.

ARTICLE VII

PARTY WALLS

Section 1. Definition and General Rules. A party wall is defined as a wall between two buildings used equally by the Owners of each as an exterior wall without any exclusive use of the other which wall was built as a part of the original construction of the home on the properties, or a wall placed on the building line between two lots. The general rules of law governing party walls, maintenance thereof, and liability for property damage due to negligence or willful acts or omissions



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09/14/05

139

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire, casualty, or negligence or willful act or omission, any Owner who has used the wall may restore it, and the other Owners making use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall run with the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any suit or proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Reasonable attorney's fees and all costs of court may also be collected in said suit or proceeding. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed



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140.
09/14/05

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a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded in the Deed Records of Rockwall County, Texas, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended in whole or in part during the first twenty (20) year period by the filing of an instrument in the Deed Records of Rockwall County, Texas, signed by the Owners of not less than ninety (90%) per cent of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) per cent of the Lots. Copies of any amendment shall be mailed to all Owners.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. In the event the property described on page one of this Declaration is developed and financed under and by virtue of an application to the Federal Housing Administration and/or the Veterans Administration as a "planned-unit development" and as long as there are Class B shares and membership, then the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant

-11-



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141

herein, has hereunto set its hand and seal this 27 day of Sept., 1971.

LAKESIDE VILLAGE DEVELOPMENT COMPANY, A JOINT VENTURE

By [Signature]

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. TRAVIS, III, 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, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of September, 1971.

[Signature]
Notary Public in and for Dallas County, Texas



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142

09/14/05

EXHIBIT "A"

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TRACT ONE

28.304 acres of land in Rockwall County, Texas, more particularly described as follows:

Being a tract or parcel of land situated in the M. J. Barksdale Survey, Abstract No. 11, and further being out of a 69.7 acre tract described in deed to Ira D. Clark, et ux from O. L. Steger, Sr. et ux dated July 20, 1955, and recorded in Volume 32, Page 274, Deed Records, Rockwall County, Texas and being all the remaining part of said 69.7 acre tract after a 41.0 acre tract conveyance to the City of Dallas by deed dated December 4, 1967, and recorded in Volume 81, Page 73, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point on the center line of a public road at the intersection of said center line with the South line of said 69.7 acre tract, said point being the original East corner of said 69.7 acre tract;
THENCE: Along said South line S 44° 51' 25" W 1364.65 feet to a concrete monument stamped X-8-2;
THENCE: North 5° 15' 52" East 57.03 feet to a concrete monument stamped X-7-2;
THENCE: North 6° 21' 25" West 541.37 feet to a concrete monument stamped X-7-3;
THENCE: North 17° 40' 42" West 870.29 feet to a concrete monument stamped X-7-4;
THENCE: North 2° 25' 46" East 336.50 feet to a concrete monument stamped X-7-5;
THENCE: North 46° 49' 32" East 317.30 feet to a point on the Northeast line of original 69.7 acre tract;
THENCE: South 45° 34' 00" East 1447.19 feet to the point of Beginning and containing 28.304 acres of land, of which 0.584 is contained in the road.

TRACT TWO

27.587 acres of land in Rockwall County, Texas, more particularly described as follows:

Being part of a 112.6 acre tract located in the William Blevins Survey, Abstract No. 9, conveyed to O. L. Steger by deed dated June 27, 1958, and recorded in Volume 60, Page 420 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point for a corner at the intersection of the center line of a 36° Public Road on the West side of said 112.6 acre tract and the South line of a 30° Public Road, said South line also being the North line of said 112.6 acre tract;
THENCE: With the South line of said Public Road North 76° 28' East 2487.27 feet to a point for a corner;
THENCE: South 13° 32' East 360.0 feet to a point for a corner;
THENCE: South 76° 28' West 356.37 feet to a point for a corner;
THENCE: South 13° 32' East 180.0 feet to a point for a corner;
THENCE: South 76° 28' West 745.0 feet to a point for a corner;
THENCE: North 13° 32' West 210.0 feet to a point for a corner;
THENCE: South 76° 28' West 630.0 feet to a point for a corner;
THENCE: South 13° 32' East 895.52 feet to a point for a corner, said point being on the center line of a 36° Public Road;
THENCE: North 45° 12' West 1439.90 to the Point of Beginning and containing 27.587 acres of land, of which 0.587 acres is contained within the 36° Public Road.



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TRACT THREE

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The third tract of land designated for development at Lakeside Village is held under that certain Lease With Option to Purchase dated March 20, 1969, recorded in Volume 87, Page 435, Deed Records, Rockwall County, Texas, and assigned to Lakeside Village Development Company by Assignment dated May 18, 1971, recorded in Volume 95, Page 528, Deed Records, Rockwall County, Texas. Upon any purchase of all or part of such third tract by Lakeside Village Development Company, its successors or assigns, any property so purchased shall immediately become part of the "Properties" for the purposes of the foregoing Declaration. Such third tract consists of 36.275 acres of land in Rockwall County, Texas, more particularly described as follows:

BEGINNING at a point in the center line of a Public Road and also being 112.6 acre tract, said point being located 1439.90 feet measured South 45° 12' East from the Northwest corner of said 112.6 acre tract;
THENCE: With the center line of said Public Road South 45° 12' East a distance of 274.47 feet to a point for a corner on the Northwest right-of-way of the M.K.T.R.R. relocation, said right-of-way conveyed to the City of Dallas by Deed dated January 11, 1968, and recorded in Volume 81, Page 405, of the Deed Records of Rockwall County, Texas;
THENCE: With said railroad right-of-way North 57° 34' East a distance of 176.93 feet to a point for a corner;
THENCE: North 47° 12' East a distance of 901.26 feet to a point for a corner;
THENCE: North 59° 41' East a distance of 406.28 feet to a point for a corner;
THENCE: South 40° 18' East a distance of 10.00 feet to a point for a corner;
THENCE: North 49° 45' East a distance of 1218.79 feet to a point in a fence line on the Northeast boundary of said 112.6 acre tract, and the Southwest boundary of the James W. Reese, Jr. 106.66 acre tract recorded in Volume 53, Page 373, Deed Records of Rockwall County, Texas, and said point being on the Northwest right-of-way line of said railroad relocation;
THENCE: North 44° 56' West a distance of 397.21 feet to a fence corner that is the South line of said 30.0 foot road and the North line of said 112.6 acre tract;
THENCE: South 76° 28' West a distance of 662.47 feet with said road line to a point for a corner;
THENCE: South 13° 32' East a distance of 360.0 feet to a point for a corner;
THENCE: South 76° 28' West a distance of 336.37 feet to a point for a corner;
THENCE: South 13° 32' East a distance of 180.00 feet to a point for a corner;
THENCE: South 76° 28' West a distance of 745.00 feet to a point for a corner;
THENCE: North 13° 32' West a distance of 210.00 feet to a point for a corner;
THENCE: South 76° 28' West a distance of 630.00 feet to a point for a corner;
THENCE: South 13° 32' East a distance of 895.52 feet to the Place of Beginning and containing 36.275 acres of land.
TOGETHER with any portion adjacent to the hereinabove described property lying within the bounds of any abandoned County road or roads.



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FILED FOR RECORD 29th DAY OF Sept A.D. 1971 AT 4:30 P.M.
RECORDED 107 DAY OF Sept A.D. 1971 AT 3:00 P.M.
ELMER A. PAYNE, CLERK OF THE COUNTY COURT, ROCKWALL COUNTY, TEXAS.
BY: Paulette Burks - Deputy