

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKESIDE VILLAGE, PHASE V

PAGE 014

STATE OF TEXAS §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

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This Declaration of Covenants, Conditions and Restrictions for Lakeside Village, Phase V (this "Declaration") is made this 6th day of April, 1994, by Jordan Properties Company, a Texas corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Property (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property made subject to this Declaration, initially or by amendment, by the recording of this Declaration, and for the benefit of the Lakeside Village Homeowners Association, Inc. (the "Association") and each owner of any part of the properties subject to the jurisdiction of such association and the Declaration of Covenants, Conditions and Restrictions for Lakeside Village dated September 27, 1971, and recorded in Volume 99, Page 130 et seq. of the Deed Records of Rockwall County, Texas (the "Lakeside Village Declaration").

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit "A" shall be held, sold, and conveyed subject to the Lakeside Village Declaration and 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 subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and to the Association, and each owner of any part of the properties subject to the jurisdiction of such association and the Lakeside Village Declaration.

ARTICLE I

DEFINITIONS

Section 1. Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following capitalized words shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

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(a) "Association" shall mean and refer to Lakeside Village Homeowners Association, Inc., a Texas non-profit corporation, its successors or assigns.

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(b) "Board of Directors" or "Board" shall mean and refer to the body responsible for administration of the Association pursuant to the Lakeside Village Declaration and Bylaws of the Association.

(c) "Dwelling" shall mean and refer to any improved property intended for use as a single-family dwelling located within the Property.

(d) "Lot" shall mean and refer to a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use and occupancy as a detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.

(e) "Owner" shall mean and refer to one or more persons who hold the record title to any Lot, but excluding, in all cases, any party holding an interest merely as a security for the performance of an obligation.

ARTICLE II

USE OF LOTS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family Dwelling per Lot. For purposes of this restriction, a single family shall be defined as follows, except to the extent that state or federal law provides otherwise, in which case such state or federal law definition shall control: any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit, or no more than three adults

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who are not so related living together as a single household unit, and the household employees of either such household unit; provided, nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single family from residing with any number of person(s) under the age of eighteen (18) over whom such adult has legal custody. Notwithstanding the foregoing, there is hereby reserved for the benefit of Declarant and its successors and assigns the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and for related activities for so long as the Declarant, its successors and assigns, owns any Lot for the purpose of development and/or sale.

Section 2. Minimum Floor Area. The total living area of any Dwelling constructed on a Lot, as measured to the inside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than eighteen hundred (1,800) square feet, or the minimum habitable floor area as specified by the City of Rockwall at the time of construction, whichever is greater.

Section 3. Exterior Surfaces; Roofing Materials. The exterior surface of all Dwellings shall be constructed of at least eighty percent (80%) stucco or any other exterior building materials (including masonry) approved by the Board and/or the Architectural Review Committee ("ARC") of the Association, excluding windows, with the remaining surfaces being of brick, wood or other comparable materials approved by the Board and/or the ARC. Roofing materials may be clay or artificial tile, preferably, but not necessarily, in red shades, or any other roofing materials and colors as may be approved by the Board and/or the ARC. Whenever the approval of the Board or the ARC is required under this section, such approval shall not be unreasonably withheld.

Section 4. Streets. All streets, alleys and parking areas shall be constructed with concrete in accordance with the City of Rockwall specifications then in effect.

ARTICLE III

FENCE; ACCESS TO PROPERTY

Section 1. Perimeter Fence. Declarant does hereby covenant and agree for itself, and its successors and assigns, to commence the construction of, and diligently pursue to completion, but in no event later than two (2) years from the date of commencement of construction of the fence, a fence of uniform appearance along the entire western and southern boundary lines of the Property upon the issuance of the first certificate of occupancy for a Lot on the Property.

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Section 2. Access to Property. All Owners of Lots within the Property, including Declarant, by accepting title to a Lot conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lots and acknowledge and agree that such access, ingress and egress shall be limited to the road known as Village Drive, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times subject to such reasonable restrictions and access as the Board may from time to time promulgate. There is reserved unto the Association the right and privilege, but not the obligation, to maintain guarded or electronically monitored gates controlling access to and from the Property.

Section 3. Access for Construction. Notwithstanding the foregoing, during the period that Declarant, its successors and/or assigns, owns any Lot primarily for the purpose of sale and/or development, but in no event later than two (2) years from the date of the issuance of the first certificate of occupancy on a Lot on the Property, Declarant shall have the right and easement on, over, through, under and across the western and southern boundary lines of the Property for the purpose of constructing improvements in and to the Lots and all things reasonably necessary and proper in connection therewith.

Section 4. Property Subject to Lakeside Village Declaration. The Property and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and any subsequent owner, lessee or occupant of all or any part thereof, subject to the Lakeside Village Declaration and the covenants, conditions, restrictions, easements, liens and charges thereof including, without limitation, the covenant and obligation to pay assessments in accordance with Article IV thereof.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property and shall be enforceable by suit at law or in equity by any owner of a Lot within the Property, his or her respective legal representative, heir, successor and assign, and by the Association and any owner of properties subject to the jurisdiction of the Association, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended as provided herein or as allowed by applicable law.

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AFTER RECORDING, RETURN TO:
Riddle, Williams & Blend, P.C.
3811 Turtle Creek Boulevard, Suite 1050
Dallas, Texas 75219

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A tract of land situated in the M. J. Barksdale Survey, Abstract No. 11, Rockwall County, Texas, and being that 19.002 acres more particularly described as follows:

BEGINNING at an iron rod at the South corner of Lakeside Village, Phase 1, an addition to the City of Rockwall, as recorded in Volume 3, Page 19, Plat Records, Rockwall County, Texas, and on the City of Dallas Take Line for Lake Ray Hubbard, said rod bears South 17° 40' 41" East a distance of 569.50 feet from a concrete monument marked X7-8;

HENCE: North 44° 00' 28" East a distance of 486.82 feet along the Southeast line of said Lakeside Village, Phase 1 to an iron rod for a corner;

HENCE: North 83° 18' 02" East a distance of 54.99 feet, leaving said Southeast line to an iron rod at the point of curvature of a circular curve to the left, having a central angle 39° 17' 34", and a radius of 102.50 feet;

HENCE: Along said curve an arc distance of 70.29 feet to an iron rod for a corner;

HENCE: North 44° 00' 28" East a distance of 225.02 feet to an iron rod for a corner on the Southwest line of Lakeside Drive.

HENCE: South 45° 51' 52" East a distance of 379.57 feet to an iron rod at the point of curvature of a circular curve to the right, having a central angle of 5° 39' 40", and a radius of 1997.54 feet;

HENCE: Along said curve and said Southwest line an arc distance of 197.37 feet to an iron rod for a corner;

HENCE: South 40° 12' 12" East a distance of 77.88 feet, continuing along said Southwest line to an iron rod at the point of curvature of a circular curve to the left, having a central angle of 3° 18' 05", and a radius of 1815.19 feet;

HENCE: Along said curve and with said Southwest line an arc distance of 104.59 feet to an iron rod on the North line of a 4-foot wide access easement from Gifco Development Company to American Marina Corporation and recorded in Volume 128, Page 72, Deed Records, Rockwall County, Texas;

HENCE: South 45° 27' 57" West a distance of 1013.25 feet along the Northwest line of said easement to an iron rod at the point of curvature of a circular curve to the right, having a central angle of 64° 26' 33", and a radius of 250.00 feet;

HENCE: Along said curve and with said easement line an arc distance of 281.18 feet to an iron rod at the point of compound curvature of a circular curve to the right, having a central angle of 5° 54' 00", and a radius of 122.98 feet;

HENCE: Along said curve and with said easement line an arc distance of 12.66 feet to an iron rod for a corner on the City of Dallas Take Line for Lake Ray Hubbard;

HENCE: North 6° 19' 37" West a distance of 476.44 feet along said Take Line to an iron rod for a corner;

HENCE: North 17° 40' 41" West a distance of 300.10 feet, continuing along said Take Line to the Point of Beginning and Containing 19.002 Acres of Land.