

CCR'S - Page 2

1.03 Tract. "Tract" shall mean and refer to that portion of any of the plots of land described on Exhibit "A" or shown upon Exhibit "B", attached hereto, on which there is or will be built a single-family dwelling. The term "Tract" shall not include any other areas shown on said Exhibit "B", but shall refer specifically to those plots of land designated as Tracts 1 through 5.

1.04 Declarant. "Declarant" shall mean and refer to Mark R. Lanning and wife, Sandra Faye Lanning, their successors and assigns.

ARTICLE TWO

ARCHITECTURAL CONTROL

2.01 Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Declarant. Declarant is not precluded from serving as one member of such committee. All matters required herein 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 Committee's behalf. The members of the Architectural Control Committee and the Representative shall serve without compensation and 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.

2.02 Approval of Plans and Specifications. 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, nor shall any landscaping of any Tract or Tracts be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. All buildings shall be constructed by a professional contractor. ~~Construction of the~~

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~~single-family dwelling shall commence within twelve (12) months after the purchase of the property and the exterior of all buildings shall be completed within eighteen (18) months after purchase of the property.~~ Driveways, approaches and parking areas shall be constructed in accordance with the plans, specifications and site plans approved in writing by the Architectural Control Committee. Any plans and/or specifications rejected by the Architectural Control Committee shall be promptly returned with written reasons for rejection.

2.03 Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

EXTERIOR MAINTENANCE

3.01 Failure to Maintain. In the event an owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Tract and to repair, maintain and restore the Tract and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner. The pasture areas of each Tract of land shall be kept in a neat and orderly manner as well, with the maximum height of the vegetation to be no more than twelve (12) inches. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises.

ARTICLE FOUR

USE RESTRICTIONS

4.01 Type of Buildings Permitted. All Tracts shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Tract other than one detached single-family dwelling not to exceed two stories in height, a private garage, workshop, etc. and/or a barn or stable

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for not more than one head of livestock (horses or cattle) per three (3) acres. Each structure erected, altered, placed or permitted to remain on any Tract shall be of at least 70% brick, stone veneer, approved wood or stucco construction. No structure shall exceed two stories in height, nor shall any underground or geodesic dwellings be permitted. Each residential structure shall have a composition or asphalt shingle roof of not less than 300 pounds per square in gray, charcoal gray or brown. Composition or asphalt shingle types other than timberline or its equivalent must be approved in writing by the Architectural Control Committee prior to installation. All garages shall be rear or rear-side entry unless otherwise approved by the Architectural Control Committee. All plans submitted to the Architectural Control Committee for approval must contain foundation detail. Pier and beam foundations are encouraged by these restrictions; however, slab foundations submitted with an engineer's seal will be considered. Not more than one radio, television, microwave tower or satellite antenna per Tract may be installed and must be approved by the Architectural Control Committee prior to installation. Pipe fencing shall be painted to prevent rust.

4.02 Utilities.

- a) It shall be the responsibility and expense of each Owner to place all utilities underground.
- b) The water source will be provided to each Tract via the water line easement parallel to FM-549. Connection to the water source will be the Owner's responsibility and expense.
- c) The power source connection will be made directly with FEC Electric, who currently has access along FM-549. Connection to the power source will be the Owner's responsibility and expense.
- d) No sewer facilities will be provided. It is the responsibility and expense of the Owner to have an appropriate septic system installed of sufficient size and capacity to meet all requirements, laws and ordinances of any governmental or quasi-governmental entity having jurisdiction. All such sanitary facilities must be approved by the Architectural Control Committee.

4.03 Minimum Floor Area and Exterior Walls. Any single-story residence constructed on said Tracts must have a ground floor area of not less than 3,200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any two-story residence must have not less than 4,000 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The Architectural Control

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Committee may grant exceptions to the provisions of this section provided, however, that in no event shall any single-story residence contain less than 3,000 square feet of ground floor area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

4.04 Setbacks. No building shall be located on any Tract nearer than 100 feet to the public road furnishing ingress and egress to such Tract. The Tract boundary adjoining said road furnishing ingress and egress shall be considered the front boundary of each said Tract. No building shall be located less than 50 feet from the side or back boundary of such Tract. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building: provided, however, that this shall not be construed to permit any portion of a building on any Tract to encroach upon another Tract. If two or more Tracts, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.05, these building setback provisions shall be applied to such resultant building site as if it were one, original Tract.

4.05 Resubdivision or Consolidation. Tracts 2 through 4 shall not be subdivided in any fashion prior to December 31, 2009. On or after January 1, 2010, Tracts 2 through 4 may be subdivided, provided that the resulting subdivision shall not create a tract of less than five (5) acres, nor result in a tract having a tract line adjacent to a public road of less than 200 feet. Tracts 1 and 5 may be subdivided at any time, provided that the resulting subdivision does not create a tract of less than five (5) acres, nor result in a tract having a tract line adjacent to a public road of less than 200 feet.

4.06 Easements. Easements for the installation and maintenance of the water line along FM-549 will be duly recorded with the County Clerk's office of Rockwall County. No utility company, water district, political subdivision, or other authorized entity using the easement referred to herein shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. The Owner is responsible for obtaining any permits that may be required by the Texas Department of Highways when a culvert is installed where a Tract joins a public roadway. Culverts must be the appropriate size and shall be installed and permitted at the Owner's expense.

4.07 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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4.08 Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Tract and remodeling or converting same into a dwelling house.

4.09 Signs. No signs of any character shall be allowed on any Tract except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.10 Oil Development Prohibited. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Tract.

4.11 Rubbish, Trash and Garbage. No Tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. For the purposes of this covenant, "junked" cars and trucks are considered rubbish and will be prohibited. Burning trash or rubbish in barrels is considered a noxious activity and is prohibited.

4.12 Animals. Each Tract Owner may keep and maintain on his Tract not more than one head of livestock (cattle or horses) per three (3) acres or part thereof, contained on his Tract. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Tract; however, each Owner may keep up to four dogs, cats and/or other household pets provided that they are not kept, bred or maintained for any commercial purpose.

4.13 Trucks, Buses and Trailers. No truck, bus or trailer shall be left parked in the street in front of any Tract or within the front setback line, for longer than 24 consecutive hours, except for construction and repair equipment in the immediate vicinity while a residence or residences are being built or repaired.

4.14 Shrubbery, Fences or Other Obstructions on Easement.

There shall be no shrubbery, fences or other obstructions placed in any dedicated easement or alleyway, and full right of ingress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstructions that may be placed in such easements that would constitute interference with the use, maintenance, operation or installation of such utility, or enjoyment of the easement or alleyway.

4.15 Prohibited Activities.

No professional, business or commercial activity to which the general public is invited shall be conducted on any Tract.

ARTICLE FIVE

GENERAL PROVISIONS

5.01 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any subsequent violation of the same or other covenants or restrictions.

5.02 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

5.03 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Tract subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% (by number and not by tract size) of the Tract Owners; during any succeeding ten (10) year period by an instrument signed by not less than 75% (by number and not by tract size) of the Tract Owners. No amendment

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shall be effective until recorded in the Deed Records of Rockwall County, Texas, nor until the approval of any governmental or quasi-governmental regulatory body which is required shall have been obtained.

EXECUTED this 30th day of October, 1995.

Mark R. Lanning By
MARK R. LANNING, Declarant
Sandra Faye Lanning
Attorney-in-fact
Sandra Faye Lanning
SANDRA FAYE LANNING, Declarant

THE STATE OF TEXAS)
)
COUNTY OF ROCKWALL)

BEFORE ME, the undersigned authority, on this day personally appeared ~~MARK R. LANNING~~ and SANDRA FAYE LANNING, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that ~~they~~ executed the same for the purposes and consideration therein expressed ~~and in the capacity herein stated.~~

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of October, 1995.

[Signature]
NOTARY PUBLIC
State of Texas

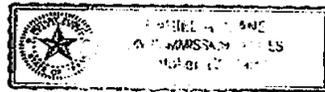
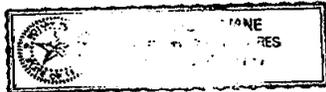


EXHIBIT "A"

BEGINC, a tract of land situated in the W.W. Ford Survey, Abstract No. 80, Rockwall County, Texas, and also being that tract as conveyed to Charter Savings and Loan Association recorded in Volume 442, Page 121, Real Estate Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at the point of intersection of the center line of East Collins Road with the Southeast line of F.M. Road No. 549, said point being the West corner of said tract recorded in Volume 442, Page 121, and also being the North corner of Jeff Boyd's 60.7 acre tract recorded in Volume 149, Page 955, Deed Records of Rockwall County, Texas, a 1/2" iron rod found for corner;

THENCE, along the Southeast line of F.M. Road No. 549, the following:

N 52°33'34" E, a distance of 56.98 feet to the beginning of a curve to the left having a central angle of 7°18'20", a radius of 5796.43 feet to a R.O.W. Marker found for corner;

Around said curve, a distance of 739.08 feet to the end of said curve to a R.O.W. Marker found for corner;

N 44°57'34" E, a distance of 2104.86 feet to the beginning of a curve to the right having a central angle of 5°56'07", a radius of 5761.15 feet to a R.O.W. Marker found for corner;

Around said curve, a distance of 596.80 feet to the end of said curve to a R.O.W. Marker found for corner;

N 50°53'41" E, a distance of 103.73 feet to a R.O.W. Marker found for corner;

S 84°55'14" E, a distance of 151.16 feet to a point on the Southwest line of State Highway No. 205 to a R.O.W. Marker found for corner;

THENCE, along the said Southwest line of State Highway No. 205, the following:

S 43°28'23" E, a distance of 35.02 feet to a R.O.W. Marker found for corner;

S 46°04'14" E, a distance of 99.61 feet to a R.O.W. Marker found for corner;

S 51°19'12" E, a distance of 200.99 feet to a 1/2" iron rod found for corner;

S 46°36'33" E, a distance of 1637.53 feet to a R.O.W. Marker found for corner;

S 45°31'23" E, a distance of 621.15 feet to a R.O.W. Marker found for corner;

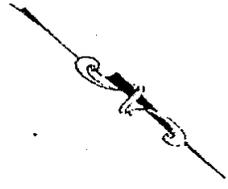
S 45°50'43" E, a distance of 951.50 feet to a point in the center of Wylie Road, a 1/2" iron stake found for corner;

THENCE, S 44°46'27" W, leaving the said Southwest line of State Highway No. 205, and along the center of Wylie Road part of the way, and along the Northwest line of Richard H. White's 96.127 acre tract recorded in Volume 116, Page 421, and along the Northwest line of William Paul Davis' 160.248 acre tract recorded in Volume 174, Page 313 to 317, a distance of 3756.91 feet to a point on the Northeast line of James Russell Wylie's 9.75 acre tract recorded in Volume 175, Page 386, to a 1/2" iron rod found for corner;

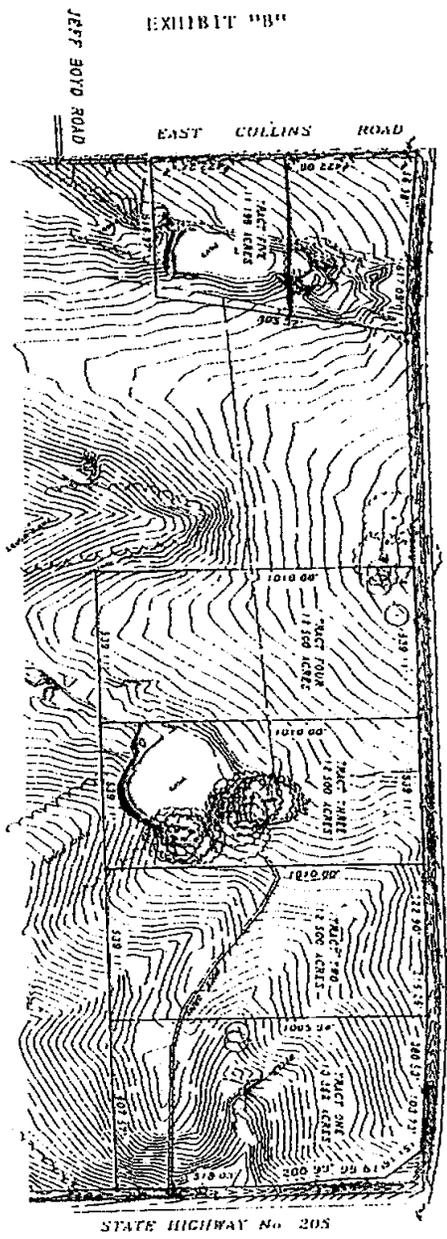
THENCE, N 45°01'11" W, along the Northeast line of said James Russell Wylie's 9.75 acre tract recorded in Volume 175, Page 386, the Northeast line of Alan D. Travis' 46.726 acre tract recorded in Volume 95, Page 618, and along the center of East Collins Road, also being the Northwest line of Jeff Boyd's 60.7 acre tract recorded in Volume 143, Page 955, a distance of 3768.67 feet to the POINT OF BEGINNING and containing 317.449 acres of land, more or less.

EXHIBIT "B"

1" = 500'



CONCEPT PLAN
FOR
MARK LANNING
1800 BLAUGHER ROAD
SACHSE TEXAS 75048



PRECISE LAND SURVEYING, INC.
12601 LBJ INTERWAY - SUITE 520 - MESQUITE, TEXAS 75150
(214) 681-7072 FAX (214) 279-1502

PROJECT NO.	BY	DATE	REVISIONS
	EU		
	DAS		

FILED FOR RECORD 1st DAY OF November, A.D., 1995 at M.
RECORDED 2nd DAY OF November, A.D., 1995.
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.
BY: Charles Gomez, DEPUTY

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Modification of Restrictive Covenants - Declarant

This document shall serve to modify the Declaration of Covenants, Conditions and Restrictions for Tracts 1-5, executed by MARK R. LANNING and Wife SANDRA FAYE LANNING, recorded in Volume 1028 page 132 and Volume 1059 page 4 of the Real Estate Records of Rockwall County, Texas.

Whereas, the undersigned are all of the Owners of the Property Subject to the Restrictive Covenants, and the Owners have agreed to modify the Restrictive Covenants as follows:

Now Therefore, Section 2.01, is hereby MODIFIED and AMENDED to delete the words "Declarant" and replace with the words "The two adjacent or two closest Tract Owners"

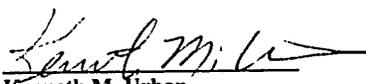
Now Therefore, Section 5.01, is hereby MODIFIED and AMENDED to delete the words "The Declarant or",

Now Therefore, Sections 5.03, is hereby MODIFIED and AMENDED to delete the words "the Declarant or",

Now Therefore, Sections 3.01, is hereby MODIFIED and AMENDED to delete the words "the Declarant or the Architectural Control Committee" and be replaced with the words "Any Owner".

All terms conditions and covenants of the Restrictive Covenants, except as modified hereby are incorporated herein by reference, and such terms, conditions, and covenants, as hereby modified shall continue in full force and effect.

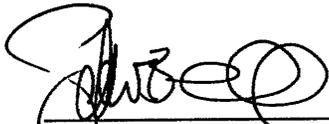
Owners:


Kenneth M. Urban
Owners of Tract 1-A
Vol. 1252 Pg. 300


Patricia Urban

Dr. Mohiudin Zeb
Owners of Tract 1-B
Vol. 1059 Pg. 14

Nasreen Zeb

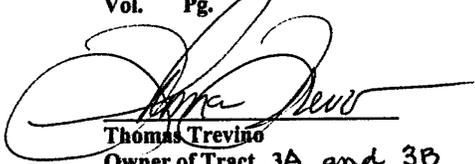


Scott Blackwood
Owners of Tract 2A and 2B
Vol. Pg.



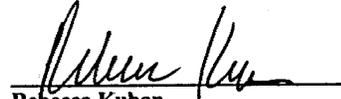
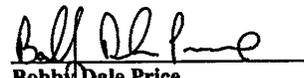
Glenita Blackwood

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Thomas Trevino
Owner of Tract 3A and 3B
Vol. 1855 Pg. 231

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John Kuban
Owners of Tract 4A and 4B
Vol. 1252 Pg. 85
Rebecca Kuban
Bobby Dale Price
Owners of Tract 5 - A
Vol. 1028 Pg. 142
Breatta Price
Brett Wilson
Owners of Tract 5 - B
Vol. 1327 Pg. 212
Leslie Wilson

Modification of Restrictive Covenants -Declarant, Tracts 1-5, fully executed on _____
and filed of record on _____.

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Modification of Restrictive Covenants - Declarant

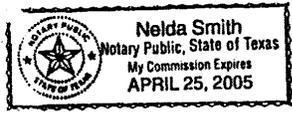
I swear under oath that I personally witnessed the signatures of Kenneth Urban, Patricia Urban, Scott Blackwood, Glenita Blackwood, Thomas Trevino, John Kuban, Bobby Dale Price, Breatta Price, Brett Wilson and Leslie Wilson.

Rebecca Kuban
Rebecca Kuban

The State of Texas)
)
County of Rockwall)

Before me, on this day personally appeared Rebecca Kuban who swore that the foregoing statement is true and correct and has executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office on the 5th day of March 2004



Nelda Smith
Notary Public
State of Texas

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Filed for Record in:
Rockwall County

On: Mar 05, 2004 at 03:02P

As a
Recordings

Document Number: 00299659

Amount: 20.00

Receipt Number - 112943

By,
Becky Crenshaw

STATE OF TEXAS COUNTY OF ROCKWALL
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of:
Rockwall County
as stamped herein by me.

Mar 05, 2004

Honorable Paolette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

TRACTS 1 - 5

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)

KNOW ALL MEN BY THESE PRESENTS:

THAT MARK R. LANNING and wife, SANDRA FAYE LANNING, (hereinafter referred to as "Declarant"), are the owners of all that certain real property located in Rockwall County, Texas described on Exhibit "A" attached hereto, which Exhibit is incorporated herein for all purposes, and

WHEREAS, Declarant will convey the property designated as Tracts 1 through 5 on Exhibit "B" attached hereto and made a part hereof for all purposes, subject to the covenants, conditions, restrictions, liens and charges hereinafter set forth.

NOW THEREFORE, it is hereby declared that Tracts 1 through 5, inclusive, as shown on Exhibit "B", same being a map of the above-described property, recorded in the map records of Rockwall County, Texas shall be, and they are hereby, made subject to the restrictions, covenants and conditions stated in Articles 1.01 through 5.03 hereof, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to said property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

1.01 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract or portion of a Tract on which there is or will be built a detached single-family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 Properties. "Properties" shall mean and refer to that certain real property described on Exhibit "A", attached hereto, and further shown as Tracts 1 through 5 on Exhibit "B", attached hereto, and any improvements thereon.

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1.03 Tract. "Tract" shall mean and refer to that portion of any of the plots of land described on Exhibit "A" or shown upon Exhibit "B", attached hereto, on which there is or will be built a single-family dwelling. The term "Tract" shall not include any other areas shown on said Exhibit "B", but shall refer specifically to those plots of land designated as Tracts 1 through 5.

1.04 Declarant. "Declarant" shall mean and refer to Mark R. Lanning and wife, Sandra Faye Lanning, their successors and assigns.

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~~single family dwelling shall commence within twelve (12) months after the purchase of the property and the exterior of all buildings shall be completed within eighteen (18) months after purchase of the property. Driveways, approaches and parking areas shall be constructed in accordance with the plans, specifications and site plans approved in writing by the Architectural Control Committee. Any plans and/or specifications rejected by the Architectural Control Committee shall be promptly returned with written reasons for rejection.~~

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3.01 Failure to Maintain. In the event an owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Tract and to repair, maintain and restore the Tract and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner. The pasture areas of each Tract of land shall be kept in a neat and orderly manner as well, with the maximum height of the vegetation to be no more than twelve (12) inches. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises.

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4.01 Type of Buildings Permitted. All Tracts shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Tract other than one detached single-family dwelling not to exceed two stories in height, a private garage, workshop, etc. and/or a barn or stable

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for not more than one head of livestock (horses or cattle) per three (3) acres. Each structure erected, altered, placed or permitted to remain on any Tract shall be of at least 70% brick, stone veneer, approved wood or stucco construction. No structure shall exceed two stories in height, nor shall any underground or geodesic dwellings be permitted. Each residential structure shall have a composition or asphalt shingle roof of not less than 300 pounds per square in gray, charcoal gray or brown. Composition or asphalt shingle types other than timberline or its equivalent must be approved in writing by the Architectural Control Committee prior to installation. All garages shall be rear or rear-side entry unless otherwise approved by the Architectural Control Committee. All plans submitted to the Architectural Control Committee for approval must contain foundation detail. Pier and beam foundations are encouraged by these restrictions; however, slab foundations submitted with an engineer's seal will be considered. Not more than one radio, television, microwave tower or satellite antenna per Tract may be installed and must be approved by the Architectural Control Committee prior to installation. Pipe fencing shall be painted to prevent rust.

4.02 Utilities.

- a) It shall be the responsibility and expense of each Owner to place all utilities underground.
- b) The water source will be provided to each Tract via the water line easement parallel to FM-549. Connection to the water source will be the Owner's responsibility and expense.
- c) The power source connection will be made directly with FEC Electric, who currently has service along FM 545. Connection to the power source will be the Owner's responsibility and expense.
- d) No sewer facilities will be provided. It is the responsibility and expense of the Owner to have an appropriate septic system installed of sufficient size and capacity to meet all requirements, laws and ordinances of any governmental or quasi-governmental entity having jurisdiction. All such sanitary facilities must be approved by the Architectural Control Committee.

4.03 Minimum Floor Area and Exterior Walls. Any single-story residence constructed on said Tracts must have a ground floor area of not less than 3,200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any two-story residence must have not less than 4,000 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The Architectural Control

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Committee may grant exceptions to the provisions of this section provided, however, that in no event shall any single-story residence contain less than 3,000 square feet of ground floor area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

4.04 Setbacks. No building shall be located on any Tract nearer than 100 feet to the public road furnishing ingress and egress to such Tract. The Tract boundary adjoining said road furnishing ingress and egress shall be considered the front boundary of each said Tract. No building shall be located less than 50 feet from the side or back boundary of such Tract. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building: provided, however, that this shall not be construed to permit any portion of a building on any Tract to encroach upon another Tract. If two or more Tracts, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.05, these building setback provisions shall be applied to such resultant building site as if it were one, original Tract.

4.05 Resubdivision or Consolidation. Tracts 1 through 4 shall not be subdivided in any fashion prior to December 31, 2009. On or after January 1, 2010, Tracts 1 through 4 may be subdivided, provided that the resulting subdivision shall not create a tract of less than five (5) acres, nor result in a tract having a tract line adjacent to a public road of less than 200 feet. Tract 5 may be subdivided at any time, provided that the resulting subdivision does not create a tract of less than five (5) acres, nor result in a tract having a tract line adjacent to a public road of less than 200 feet.

4.06 Easements. Easements for the installation and maintenance of the water line along FM-549 will be duly recorded with the County Clerk's office of Rockwall County. No utility company, water district, political subdivision, or other authorized entity using the easement referred to herein shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. The Owner is responsible for obtaining any permits that may be required by the Texas Department of Highways when a culvert is installed where a Tract joins a public roadway. Culverts must be the appropriate size and shall be installed and permitted at the Owner's expense.

4.07 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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4.08 Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Tract and remodeling or converting same into a dwelling house.

4.09 Signs. No signs of any character shall be allowed on any Tract except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.10 Oil Development Prohibited. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Tract.

4.11 Rubbish, Trash and Garbage. No Tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. For the purposes of this covenant, "junked" cars and trucks are considered rubbish and will be prohibited. Burning trash or rubbish in barrels is considered a noxious activity and is prohibited.

4.12 Animals. Each Tract Owner may keep and maintain on his Tract not more than one head of livestock (cattle or horses) per three (3) acres or part thereof, contained on his Tract. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Tract; however, each Owner may keep up to four dogs, cats and/or other household pets provided that they are not kept, bred or maintained for any commercial purpose.

4.13 Trucks, Buses and Trailers. No truck, bus or trailer shall be left parked in the street in front of any Tract or within the front setback line, for longer than 24 consecutive hours, except for construction and repair equipment in the immediate vicinity while a residence or residences are being built or repaired.

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4.14 Shrubby, Fences or Other Obstructions on Easement. There shall be no shrubbery, fences or other obstructions placed in any dedicated easement or alleyway, and full right of ingress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstructions that may be placed in such easements that would constitute interference with the use, maintenance, operation or installation of such utility, or enjoyment of the easement or alleyway.

4.15 Prohibited Activities. No professional, business or commercial activity to which the general public is invited shall be conducted on any Tract.

ARTICLE FIVE

GENERAL PROVISIONS

6.01 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any subsequent violation of the same or other covenants or restrictions.

5.02 Severability. Invalidity of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

5.03 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Tract subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% (by number and not by tract size) of the Tract Owners; during any succeeding ten (10) year period by an instrument signed by not less than 75% (by number and not by tract size) of the Tract Owners. No amendment

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shall be effective until recorded in the Deed Records of Rockwall County, Texas, nor until the approval of any governmental or quasi-governmental regulatory body which is required shall have been obtained.

EXECUTED this 29th day of July, ¹⁹⁹⁵ 1994.

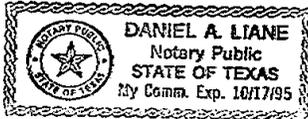
Mark R. Lanning
MARK R. LANNING, Declarant

Sandra Faye Lanning
SANDRA FAYE LANNING, Declarant

THE STATE OF TEXAS)
COUNTY OF ROCKWALL)

BEFORE ME, the undersigned authority, on this day personally appeared MARK R. LANNING and SANDRA FAYE LANNING, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of July, 1995.



[Signature]
NOTARY PUBLIC
State of Texas

EXHIBIT "A"

BEING, a tract of land situated in the W.W. Ford Survey, Abstract No. 80, Rockwall County, Texas, and also being that tract as conveyed to Charter Savings and Loan Association recorded in Volume 442, Page 121, Real Estate Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at the point of intersection of the center line of East Cullins Road with the Southeast line of F.M. Road No. 549, said point being the West corner of said tract recorded in Volume 442, Page 121, and also being the North corner of Jeff Boyd's 60.7 acre tract recorded in Volume 149, Page 955, Deed Records of Rockwall County, Texas, a 1/2" iron rod found for corner;

THENCE, along the Southeast line of F.M. Road No. 549, the following:

N 52°33'34" E, a distance of 56.98 feet to the beginning of a curve to the left having a central angle of 7°18'20", a radius of 5796.43 feet to a R.O.W. Marker found for corner;

Around said curve, a distance of 739.08 feet to the end of said curve to a R.O.W. Marker found for corner;

N 44°57'34" E, a distance of 2104.88 feet to the beginning of a curve to the right having a central angle of 5°58'07", a radius of 5761.15 feet to a R.O.W. Marker found for corner;

Around said curve, a distance of 596.80 feet to the end of said curve to a R.O.W. Marker found for corner;

N 50°53'41" E, a distance of 103.73 feet to a R.O.W. Marker found for corner;

S 84°55'14" E, a distance of 151.16 feet to a point on the Southwest line of State Highway No. 205 to a R.O.W. Marker found for corner;

THENCE, along the said Southwest line of State Highway No. 205, the following:

S 43°28'23" E, a distance of 35.02 feet to a R.O.W. Marker found for corner;

S 46°04'14" E, a distance of 99.61 feet to a R.O.W. Marker found for corner;

S 51°19'12" E, a distance of 200.99 feet to a 1/2" iron rod found for corner;

S 46°36'33" E, a distance of 1637.53 feet to a R.O.W. Marker found for corner;

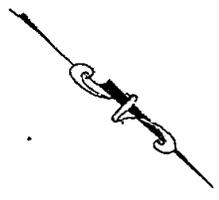
S 45°51'23" E, a distance of 621.15 feet to a R.O.W. Marker found for corner;

S 45°50'43" E, a distance of 951.50 feet to a point in the center of Wylie Road, a 1/2" iron stake found for corner;

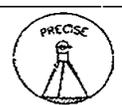
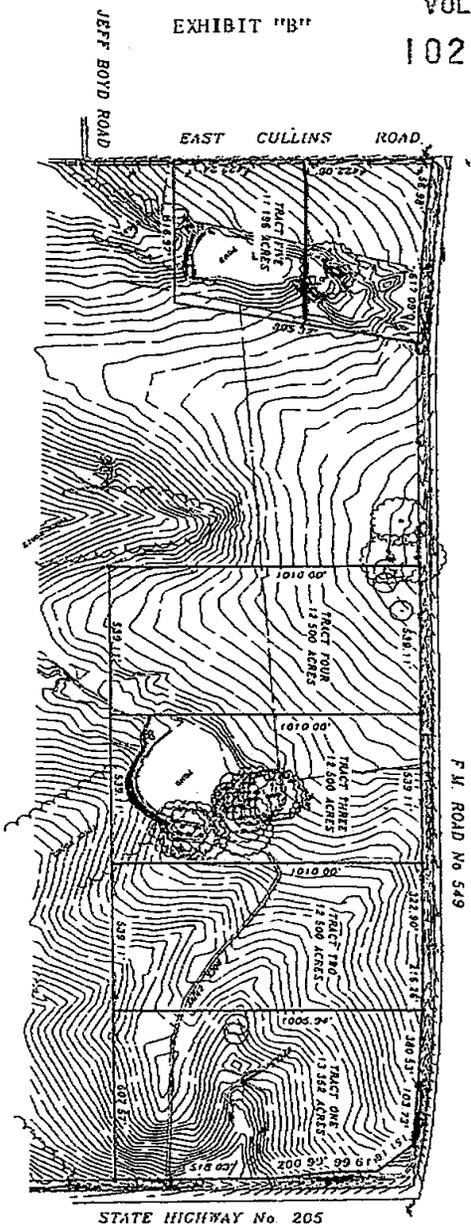
THENCE, S 44°46'27" W, leaving the said Southwest line of State Highway No. 205, and along the center of Wylie Road part of the way, and along the Northwest line of Richard H. White's 95.127 acre tract recorded in Volume 116, Page 421, and along the Northwest line of William Paul Davis' 160.248 acre tract recorded in Volume 174, Page 313 to 317, a distance of 3756.91 feet to a point on the Northeast line of James Russell Wylie's 9.75 acre tract recorded in Volume 175, Page 386, to a 1/2" iron rod found for corner;

THENCE, N 45°01'11" W, along the Northeast line of said James Russell Wylie's 9.75 acre tract recorded in Volume 175, Page 386, the Northeast line of Alan D. Travis' 46.726 acre tract recorded in Volume 95, Page 618, and along the center of East Cullins Road, also being the Northwest line of Jeff Boyd's 60.7 acre tract recorded in Volume 143, Page 955, a distance of 3768.67 feet to the POINT OF BEGINNING and containing 317.449 acres of land, more or less.

1" = 500'



CONCEPT PLAN
FOR
MARK LANNING
1800 BLACKBURN ROAD
SACHSE TEXAS, 75048



PRECISE LAND SURVEYING, INC.
18601 LBJ FREEWAY • SUITE 520 • MESQUITE, TEXAS 75150
(214) 681-7072 FAX (214) 279-1508

PROJECT NO.	99-2050C	DATE	REVISIONS
DRAWN BY	EO		
APPROVED BY	D.A.S.		
DATE	12/29/94		

FILED FOR RECORD 3rd DAY OF August, A.D., 1995 at ___ M.
RECORDED 7th DAY OF August, A.D., 1995.
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.
BY: Angela Stan, DEPUTY

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Modification of Restrictive Covenants - Animals

This document shall serve to modify the Declaration of Covenants, Conditions and Restrictions for Tracts 1-5, executed by MARK R. LANNING and Wife SANDRA FAYE LANNING, recorded in Volume 1028 page 132 and Volume 1059 page 4 of the Real Estate Records of Rockwall County, Texas.

Whereas, the undersigned are all of the Owners of the Property Subject to the Restrictive Covenants, and the Owners have agreed to modify the Restrictive Covenants as follows:

Section 4.12 of the Restrictive Covenants currently reads as follows:

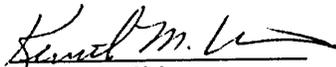
4.12 Animals. Each Tract Owner may keep and maintain on his Tract not more than one head of livestock (cattle or horses) per three (3) acres or part thereof, contained on his Tract. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Tract; however, each Owner may keep up to four dogs, cats and/or other household pets provided that they are not kept, bred, or maintained for any commercial purpose.

Now Therefore, Section 4.12 is hereby MODIFIED and AMENDED to read as follows:

4.12 Animals. Each Tract Owner may keep and maintain on a permanent basis not more than one head of livestock per three (3) acres or part thereof, contained on his Tract. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred, kept or maintained for any commercial purpose on any Tract; however each Owner may keep up to four dogs, and cats and/or other household pets. A backyard flock of a reasonable number of chickens, pet rabbits or ducks on a pond are considered as household pets. All pets must be maintained as to not disturb the peaceful enjoyment of the other Tract Owners.

All terms conditions and covenants of the Restrictive Covenants, except as modified hereby are incorporated herein by reference, and such terms, conditions, and covenants, as hereby modified shall continue in full force and effect.

Owners:



Kenneth M. Urban
Owners of Tract 1-A
Vol. 1252 Pg. 300



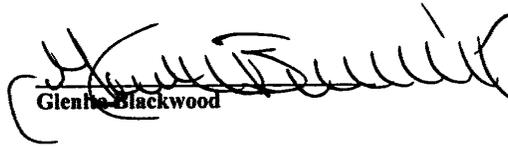
Patricia Urban

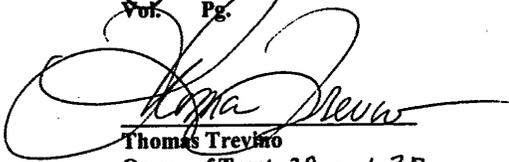
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Dr. Mohiudin Zeb
Owners of Tract 1-B
Vol. 1059 Pg. 14

Nasreen Zeb


Scott Blackwood
Owners of Tract 2A and 2B
Vol. Pg.


Glenne Blackwood

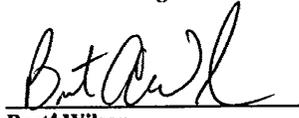

Thomas Trevino
Owner of Tract 3A and 3B
Vol. 1855 Pg. 231

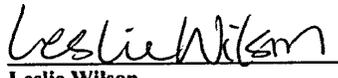

John Kuban
Owners of Tract 4A and 4B
Vol. 1252 Pg. 85


Rebecca Kuban


Bobby Dale Price
Owners of Tract 5 - A
Vol. 1028 Pg. 142


Breatta Price


Brett Wilson
Owners of Tract 5 - B
Vol. 1327 Pg. 212


Leslie Wilson

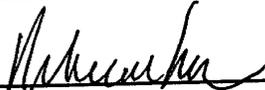
Modification of Restrictive Covenants - Animals, Tracts 1-5 fully executed on _____
and filed of record on _____.

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Modification of Restrictive Covenants - Animals

I swear under oath that I personally witnessed the signatures of Kenneth Urban, Patricia Urban, Scott Blackwood, Glenita Blackwood, Thomas Trevino, John Kuban, Bobby Dale Price, Breatta Price, Brett Wilson and Leslie Wilson.

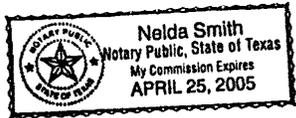


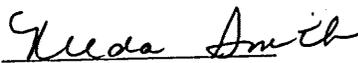
Rebecca Kuban

The State of Texas)
)
County of Rockwall)

Before me, on this day personally appeared Rebecca Kuban who swore that the foregoing statement is true and correct and has executed the same for the purposes and consideration expressed therein.

Given under my hand and seal of office on the 5th day of March 2004





Notary Public
State of Texas

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Filed for Record in:
Rockwall County

On: Mar 05, 2004 at 03:02P

As a
Recordings

Document Numbers 00299660

Amount 20.00

Receipt Number - 112943

By,
Becky Crenshaw

STATE OF TEXAS COUNTY OF ROCKWALL
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Rockwall County
as stamped hereon by me.

Mar 05, 2004

Honorable Paulette Burks, County Clerk
Rockwall County

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.