

AGENDA
Rockwall Economic Development Corporation
Regular Meeting of the REDC Board of Directors
Thursday, April 9, 2020—8:00 am
Via Zoom Videoconference

THIS BOARD MEETING WILL BE HELD USING A VIDEO CONFERENCE SYSTEM CALLED ZOOM AND IS AUTHORIZED BY GOVERNOR GREG ABBOTT'S TEMPORARY SUSPENSION OF CERTAIN ASPECTS OF THE TEXAS OPEN MEETINGS ACT WHICH ALLOWS FOR A GOVERNING BODY TO HOLD A "VIRTUAL" MEETING SO AS TO AVOID GATHERING MEMBERS OF THE PUBLIC AND/OR BOARD MEMBERS IN A PHYSICAL SETTING THAT MIGHT CONSTITUTE A PUBLIC HEALTH RISK. YOU MAY ONLY WITNESS THIS MEETING BY USING THE METHOD LISTED BELOW.

PUBLIC COMMENTS ARE TO BE SUBMITTED IN WRITING TO REDC Office Manager for the Board meeting, public comment/input may be provided, in writing, in the form of an e-mail and shall be e-mailed to the Jennifer Hammonds at JHammonds@RockwallEDC.com no later than 30 Minutes prior to the start of the meeting SO THAT THE PUBLIC COMMENTS MAY BE READ INTO THE RECORD UNDER ITEM III. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

Using a computer or mobile device: To view or listen to the meeting below, please click the link below or copy and paste the web address into your browser and follow the instructions.

<https://zoom.us/j/674378737>

Meeting ID: 674 378 737

Recording of Zoom Meeting will be made available upon request by emailing info@rockwalledc.com

- I. Call To Order**
- II. Guest Recognition**
- III. Open Forum / Public Comment - Public comment/input may be provided, in writing, in the form of an e-mail and shall be e-mailed to Jennifer Hammonds at JHammonds@RockwallEDC.com no later than 30 Minutes prior to the start of meeting.**
- IV. Review and Consider Approval of the Minutes from February 13, 2020 Rockwall Economic Development Corporation Board of Directors Regular Meeting**
- V. Rockwall City Manager's Announcements**
- VI. REDC Planning Committee Report**
 - a) Draft Minutes from April 1, 2020 Planning Committee Meeting**
- VII. Review and Discuss COVID-19 Pandemic**
 - a) Staff memo**

VIII. Review and Discuss Amendment to Rockwall Technology Park Covenants, Conditions and Restrictions

- a) Staff Memo
- b) Draft Amendment
- c) Rockwall Technology Park Covenants, Conditions, and Restrictions

IX. Review and Discuss REDC Credit Card Policy

- a) Staff Memo
- b) Draft Credit Card Policy

X. The Rockwall Economic Development Corporation Board of Directors will recess into Executive Session to discuss the following matters as authorized by Chapter 551 of the Texas Government Code:

- 1.) Deliberation regarding the purchase, exchange, lease or value of real property pursuant to Section 551.072.
- 2.) Discuss or deliberate personnel matters including committee appointments pursuant to Section 551.074.
- 3.) Discuss or deliberate Economic Development negotiations pursuant to Section 551.087.

XI. Take Any Action as a Result of Executive Session

XII. Any Other News or Announcements

XIII. Adjournment

A quorum of the members of the City Council of the City of Rockwall may be in attendance at this meeting, but no formal action on the part of the City Council is contemplated.

I, Jennifer Hammonds, Office Manager of the Rockwall Economic Development Corporation, Rockwall, Texas, do hereby certify that this Agenda was posted at the Rockwall Economic Development Corporation and at Rockwall City Hall, in a place readily accessible to the General Public at all times and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

The Rockwall Economic Development Corporation Board of Directors reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney) § 551.072 (Deliberations about Real Property) § 551.074 (Personnel Matters) and § 551.087 (Economic Development).



Jennifer Hammonds, Office Manager

Date and Time Removed

Approved: *RSW*

MINUTES
Rockwall Economic Development Corporation
Regular Meeting of the REDC Board of Directors
Thursday, February 13, 2020 -- 8:00 a.m.
REDC Conference Room
2610 Observation Trail, Rockwall, Texas 75032

In Attendance

Board Directors: Craig Renfro, Matthew Nielsen, Dale Cherry, Matt Neyland, Rick Carroll, Rick Johnson and Gary Bunch

REDC Staff: Phil Wagner, Matt Wavering and Jennifer Hammonds

Also present was City Manager Rick Crowley, Assistant City Manager and Finance Director Mary Smith, Assistant City Manager Joey Boyd, City Council Liaison John Hohenshelt and RISD Liaison Linda Duran

I. Call To Order

Chairman Rick Carroll called the meeting to order at 8:01 a.m.

II. Guest Recognition

No guests present.

III. Open Forum / Public Comment

Chairman Carroll initiated the open forum for the public. No comments were made.

IV. Review and Consider Approval of the Minutes from January 16, 2020 Rockwall Economic Development Corporation Board of Directors Regular Meeting

Following a motion by Craig Renfro, seconded by Dale Cherry, the minutes from the January 16, 2020 Regular Meeting of the REDC Board of Directors were unanimously approved.

V. Rockwall City Manager's Announcements

Rockwall City Manager Rick Crowley announced that the City's taxable sales hit an all-time high in December 2019. Crowley also announced that sales tax was up 9% statewide. Crowley stated that changes were being made on the state level that would hopefully restore sales tax to the city of purchase origin. Crowley said currently, some companies can negotiate contracts allowing all of their locations' sales tax dollars to go back to one specified city.

RISD Liaison Linda Duran also gave a brief overview on how the school district was performing, including that RISD was able to refund nearly \$60M in bonds and are looking to add some new programs – possibly automotive and cosmetology. Duran also noted that Dale Cherry had been named to the RISD's bond committee.

VI. REDC Q1 FY20 Financial Report

Assistant City Manager and Finance Director Mary Smith reviewed the FY20 first quarter financial reports with the Board. Smith stated expenditures were in line with the budget, Rockwall Technology Park (RTPA) tenants were all up-to-date in payments, and overall budget and expenditures were on track.

VII. REDC Planning Committee Report

Planning Committee Chairman Dale Cherry briefly reviewed the Planning Committee's discussion regarding the Employee Appreciation Event, stating that the Committee had recommended the proposed \$30,000 budget to the Board for further review.

VIII. Review and Discuss Employee Appreciation Event and Awards Program

Phil Wagner briefly discussed the success of FY2019's Employee Appreciation Event. The event was held in May 2019 at Southern Junction Nightclub and Steakhouse in Royse City. The event had 294 employees in attendance representing 14 Primary Employers. The 2019 event included

dinner with the choice of steak or chicken, two drink tickets per guest, raffle prizes, casino style games, and recognition awards. Wagner stated four awards could be given for: Innovation in Design, Economic Development Impact, Workforce Development and the Good Neighbor Award. Last year three of the four awards were awarded to Lollicup USA for Economic Development Impact, Special Products & Manufacturing for Workforce Development and Interstate Wire for Good Neighbor. Wagner asked that the Board consider a maximum expenditure of \$30,000 for the event, with the goal of growing either employee attendance or Primary Employer attendance by at least 25% in FY20. Wagner also announced that nominations for the awards program would follow next month. Craig Renfro made a motion to approve the maximum expenditure of \$30,000 for the Employee Appreciation Event. Gary Bunch seconded the motion and all members voted in favor.

IX. Rockwall Economic Development Corporation Board of Directors will recess into Executive Session to discuss the following matters as authorized by Chapter 551 of the Texas Government Code:

- 1. Deliberation regarding the purchase, exchange, lease or value of real property pursuant to Section 551.072.**
- 2. Discuss or deliberate personnel matters including committee appointments pursuant to Section 551.074.**
- 3. Discuss or deliberate Economic Development negotiations pursuant to Section 551.087.**

The Board recessed into executive session from 8:17 a.m. to 9:08 a.m. to discuss items related to real property negotiations and economic development negotiations.

X. Take Any Action as a Result of Executive Session

Following a motion by Gary Bunch, seconded by Craig Renfro, the Board voted unanimously to accept the AECOM Transload Study as presented.

Following a motion by Gary Bunch, seconded by Craig Renfro, the Board voted unanimously to allow staff to petition City Council to create a No Parking Ordinance throughout the entire RTP and stage appropriate signage, beginning with the section of Innovation Drive in front of Pegasus Foods.

XI. Any Other News or Announcements

Phil Wagner announced the Executive Appreciation Event would be held this evening and hoped all could attend. Rick Johnson announced that residential real estate was at an unusual high for the months of December and January, which typically see a decline in sales. Rick Carroll announced that he is excited to see some ancillary benefits that new manufacturing projects in Forney and Balch Springs would bring to Rockwall, and that recent meetings with the State Comptroller proved very optimistic. Matt Wavering announced that the last land acquisition would be finalized with a closing on February 21.

XII. Adjournment

The meeting was adjourned at 9:17 am.

THESE MINUTES WERE PASSED AND APPROVED BY THE ROCKWALL ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS this the ____ of _____, 2020.

CORPORATE SEAL

Rick Carroll, Board Chairman

Craig Renfro, Board Secretary

Approved: 

DRAFT

MINUTES

**Rockwall Economic Development Corporation
Regular Meeting of the REDC Planning Committee
Wednesday, April 1, 2020 – 9:30 a.m.
Via Zoom Videoconferencing**

In Attendance: Dale Cherry, Gary Bunch, and Matt Neyland (Committee Members);
REDC Staff: Phil Wagner, Matt Wavering and Jennifer Hammonds;

I. Call to Order

Dale Cherry called the meeting to order at 9:31 a.m.

II. Review and Consider Approval of the Minutes from the February 5, 2020 Regular Meeting of the REDC Planning Committee.

Following a motion by Gary Bunch and a second by Matt Neyland, the Minutes from the February 5, 2020 Planning Committee Meeting were unanimously approved.

III. Review and Discuss Amendment to Rockwall Technology Park Covenants, Conditions and Restrictions

Matt Wavering reviewed the Rockwall Technology Park Association Amendment (RTPA Amendment) stating that due to the recent acquisition of three additional parcels of land an amendment was required to declare the new addition. Wavering stated that a meeting of the RTPA was not necessary since REDC is deemed the declarant. As the declarant, the REDC Board has the ability to amend at any time according to Section 9.7 of the CC&Rs. The amendment makes the following modifications:

- 1.) Addition of the new tracts including the Samuel tract, the Native Oaks tract, and the Proctor tract to the Declaration. This adds 118.861 new acreage and for the purpose of the amendment is referred to as “Phase VII Property”.
- 2.) The amendment also replaces the former Map of Allowed Uses in the declaration with a new map.
- 3.) An addition of remedies for on-street parking violations. Section 3 of the amendment outlines that owners will be subject to a fine of \$25.00 per vehicle per day for street parking violations by the owners, tenants, occupants, etc. The fine would be due to the Association and a lien could be placed if fines were left unpaid. The effective date of this amendment would be July 1, 2020. Wavering explained the additional time would give REDC staff time to communicate these changes to owners and tenants in the RTP. Staff would have the ability to use discretions whether or not to fine violators parking on the street.

Following approval of the amendment, the REDC President would have to sign and file the document to be recorded in the Office of the County Clerk of Rockwall County, handled by REDC’s legal counsel.

The Planning Committee asked staff to investigate the possibility of adding language that would give the RTPA the ability to speak with new potential owners, prior to their taking ownership of a building currently in the RTP. Phil Wagner responded stating that he would consult REDC’s legal team and report back when an answer was received.

The Planning Committee, on a motion made by Gary Bunch and seconded by Matt Neyland, unanimously recommended that the above amendments be taken the REDC Board of Directors for further review and consideration.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

VII. Any Other News or Announcements

Phil Wagner gave a brief overview of how the REDC is responding to the COVID-19 pandemic, providing a review of the activity of area primary employers, as well as activity of neighboring economic development organizations. Wagner said that surrounding communities are providing small business assistance programs, but based on state law, they have more flexibility than the REDC. Further information will be discussed at the Board meeting, however some committee members stated their preference to make sure the REDC was looking after the primary employment community.

Wagner also advised that staff is currently rotating in and out of the office so that no more than one staff member is in the office at any given time and that he was primarily

working from the office while Matt Wavering and Jennifer Hammonds were primarily working from home.

VIII. Adjournment

The meeting adjourned at 10:27 am.

THESE MINUTES WERE PASSED AND APPROVED BY THE PLANNING
COMMITTEE OF ROCKWALL ECONOMIC DEVELOPMENT CORPORATION

This ____ day of _____, 2020.

Dale Cherry, Planning Committee Chairman

Approved: *RSW gm*

DRAFT



Memo

To: REDC Board of Directors
From: Phil Wagner *PW*
Date: April 3, 2020
Re: REDC Discussion Regarding COVID-19 Pandemic

The following agenda item has been established to allow the Board of Directors to discuss the COVID-19 pandemic as it pertains to the mission and operations of the Rockwall Economic Development Corporation. At the meeting, staff will provide insight into the current status of Rockwall primary employers, the responses by other area economic development corporations, and how the pandemic has impacted staff operations.



Memo

To: REDC Board of Directors

From: Matt Wavering 

cc: REDC Staff  

Date: April 1, 2020

Re: Amendment to the RTP Covenants, Conditions, & Restrictions

Due to the recent acquisition of three additional parcels of land, the Rockwall Technology Park Covenants, Conditions, & Restrictions require an amendment to declare the addition of the new acreage. REDC real estate attorney Alex Oliver has prepared the attached amendment which will modify the RTP CC&Rs as follows:

1. Add the new tracts of land including the Samuel tract, the Native Oaks tract, and the Proctor tract to the Declaration. The total new acreage is 118.861 and for the purposes of this amendment, is referred to as the "Phase VII Property". The naming of phases as it pertains to the Declaration is simply numbered in order of when acreage was added to the RTP. This is the seventh time that property has been added to the RTP; Exhibit B illustrates the multiple land additions.
2. This amendment replaces the former Map of Allowed Uses in the declaration with a new map in Exhibit B. Exhibit B also depicts the various phases and Allowed Uses described in Article 2 of the original Declaration (attached) and indicates that the new property is included in the "Tract C" list of allowed uses. The only real difference between uses, is that Tract A and Tract B (near the corner of Corporate Crossing & SH-276) allow for some additional retail uses.
3. Staff requested the addition of remedies for on-street parking violations. Section 3 of the amendment outlines that owners will be subject to a fine of \$25.00 per vehicle per day for street parking violations by the owner's, tenants, occupants, etc. This fine would be due to the Association and could create a lien if unpaid. Please note that the effective date of the amendment is July 1, 2020. This will give staff adequate time to communicate the addition of the parking fines to owners and tenants in the RTP. Staff may use its discretion to not fine violators for those parked on the street.

Staff also considered adding a provision allowing the Association to tow vehicles in violation. However, after discussion with City of Rockwall Attorney Frank Garza, it was determined that a State statute grants home rule municipalities like Rockwall sole authority of City right-of-ways. Therefore, any additional parking restrictions and enforcement would need to be approved by City Council via ordinance.

According to Section 9.7 of the CC&Rs "...Declarant shall have the power and right to make amendments to this Declaration" subject to three limitations: A) an amendment cannot alter the assessment or voting procedures, B) an amendment cannot restrict or adversely affect the rights of any lender holding a superior lien on a building site, and C) an amendment cannot prohibit or restrict a use on a building site no longer owned by the REDC. The REDC's legal counsel has confirmed that this amendment does not fall under any of the above limitations, and therefore does not require approval by the RTPA membership. The REDC is the Declarant, and therefore the REDC Board of Directors may approve this amendment.

The Planning Committee reviewed the amendment at their April meeting and recommended approval of the document as written. Upon concurrence by the Board of Directors, the REDC President will execute the amendment and record the document in the Office of the County Clerk of Rockwall County with assistance from legal counsel. Staff will then disseminate the information to all tenants in the RTP so that they are aware.

attachments

**AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK**

This Amendment to Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made effective as of July 1, 2020, by Rockwall Economic Development Corporation, a Texas non-profit corporation ("Declarant").

BACKGROUND:

A. Declarant made that certain Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park dated May 20, 1999 (the "Original Declaration"), filed on June 14, 1999 in Volume 1650, Page 62 of the Real Estate Records of Rockwall County, Texas.

B. The Original Declaration has been previously amended by instruments recorded in Volume 2152, Page 90; Volume 2574, Page 278; Volume 2574, Page 280; Volume 2878, Page 320; Volume 3286, Page 105; Volume 3473, Page 300; Volume 3549, Page 184; Volume 3549, Page 184; Volume 4168, Page 236; Volume 5667, Page 195; and Instrument Number 20140000013630, all of the Real Estate Records of Rockwall County, Texas (the Original Declaration as amended by all of the foregoing instruments is referred to in this Amendment as the "Declaration").

C. Pursuant to and in accordance with its rights under Section 9.7 of the Declaration, Declarant now desires to further amend the Declaration as set forth below.

NOW, THEREFORE, Declarant does hereby declare and establish that the Declaration is hereby amended as follows:

1. Addition of Phase VII Property. As of the date hereof, all the approximately 118.861 acres of land described on Exhibit A attached hereto and incorporated by this reference (the "Phase VII Property") is hereby encumbered by and made subject to all terms and conditions of the Declaration, and the term "Property" as used in the Declaration will include all the Phase VII Property from and after the date of this Amendment. The Phase VII Property comprises Phase VII of the Rockwall Technology Park (the "Park"). Notwithstanding anything to the contrary set forth in the Declaration, from and after the date of this Amendment any and all references in the Declaration to the "Property" mean all of the following real property: (a) the approximately 146.93 acres described in Exhibit "A" attached to the Declaration (Phase I); (b) the approximately 76 acres described in Exhibit "A" of the amendment dated May 9, 2002 and recorded in Volume 2574, Page 280 of the Real Estate Records of Rockwall County, Texas (Phases II and III); (c) the approximately 52.76 acres described in the amendment dated June 3, 2004 and recorded in Volume 3549, Page 184 of the Real Estate Records of Rockwall County, Texas (Phase IV); (d) the approximately 56.300

acres of real property described in Exhibit “A” to the amendment dated September 16, 2014 and recorded as Instrument Number 20140000013630 (Phase V); (e) the approximately 90.448 acres of real property described in Exhibit “B” to the amendment dated September 16, 2014 and recorded as Instrument Number 20140000013630 (Phase VI); and (f) the Phase VII Property.

2. Map of Allowed Uses. The map of the Property depicting the Allowed Uses described in Article 2 of the Declaration is hereby revised to show all Phases of the Park and is attached hereto as Exhibit B and incorporated herein by this reference, and such revised map hereby replaces any previous versions attached to the Declaration or any amendment thereto.

3. Additional Remedies for On-Street Parking Violations. In addition to any and all rights and remedies available to Declarant, the Association or any Owners under the Declaration or at law or in equity for a violation of the prohibition against on-street parking set forth in Section 4.3 of the Declaration, Declarant or the Association has the right to take any one or more of the following actions for each instance of such a violation: any vehicles that are identified by Declarant or the Association that belong to an Owner or such Owner’s tenant, licensee or occupant, or any of such parties’ respective employees, agents, contractors, vendors or invitees, that are found parked in violation of Section 4.3 will be subject to a fine of \$25.00 per vehicle per day, and such fines levied by Declarant and/or the Association hereunder will be due and payable by the applicable Owner to the Association within ten (10) days after such Owner’s receipt of a written demand therefor.

4. Continued Effect. Except as expressly modified by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect, unmodified by this Amendment. If there is any conflict between the Declaration and this Amendment, then this Amendment controls in all events.

5. Defined Terms. Capitalized terms used herein and not otherwise expressly defined shall have the meanings given to them in the Declaration.

*[The remainder of this page intentionally left blank;
signature page immediately follows.]*

EXECUTED as of the date set forth in the acknowledgement below to be effective as of the date and year set forth above.

DECLARANT:

ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
Phil Wagner, President

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

Before me, the undersigned authority, on this day personally appeared Phil Wagner, as President of Rockwall Economic Development Corporation [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2020.

Notary Public, State of TEXAS
Printed name:
Commission expires:

ATTACHED EXHIBITS:

- Exhibit A – Legal Description of Phase VII Property
- Exhibit B – Map of Property Showing Allowed Uses (Per Article 2 of the Declaration)

After Recording, Please Return to:
Rockwall Economic Development Corporation
Attn: Matt Wavering
P.O. Box 968
Rockwall, Texas 75087

EXHIBIT A

DESCRIPTION OF PHASE VII PROPERTY

TRACT I:

All that certain lot, tract or parcel of land situated in the J.H.B. JONES SURVEY, ABSTRACT NO. 125 and J.A. RAMSEY SURVEY, ABSTRACT NO. 186, City of Rockwall, Rockwall County, Texas, and being that tract of land as described in a Cash Warranty deed from Robert H. Sandlin to Varguhese P. Samuel and Remani V. Samuel, dated November 3, 2000 and being recorded in Volume 2002, Page 62 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron pipe found for corner at the northwest corner of said Samuel tract, said point also being at the northeast corner of a 90.448 acres tract of land as described in a Warranty deed from Huey-Min and Grace H. Yu to Rockwall Economic Development Corporation, dated May 21, 2008 and being recorded in Volume 5528, Page 194 of the Official Public Records of Rockwall County, Texas, and along in the south boundary line of Carrington Farms Addition, Phase One, an Addition to the City of Fate, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet D, Slide 139 of the Plat Records of Rockwall County, Texas;

THENCE N. 89 deg. 02 min. 41 sec. E. along the south boundary line of said Addition, at 1064.00 feet pass a 1/2" iron rod found at the southeast corner of Lot 1, Block A, in the west right-of-way line of Rochelle Road, and continuing for a total distance of 1094.00 feet to a P-K nail set in the center of Rochelle Road;

THENCE S. 00 deg. 34 min. 52 sec. E. along the center of Rochelle Road, a distance of 2447.39 feet to a P-K nail set for corner at the southeast corner of said Samuel tract and at the northeast corner of a 0.753 acres tract of land as described in a Warranty deed from Douglas R. Roan, et al to Robert Proctor, dated January 18, 2008 and recorded in Volume 5372, Page 131 of the Official Public Records of Rockwall County, Texas;

THENCE S. 89 deg. 09 min. 53 sec. W., at 30.00 feet pass a 1/2" iron rod found for witness and at 275.00 feet pass the northwest corner of said Proctor tract and continuing along the south boundary line of said Samuel tract and the center of Springer Road, for a total distance of 1051.76 feet to a 1/2" iron rod set for corner at the southwest corner of said Samuel tract;

THENCE N. 01 deg. 34 min. 14 sec. W., at 39.18 feet pass a 5/8" iron rod found for the southeast corner of said 90.448 acres tract and continuing for a total distance of 2445.27 feet to the POINT OF BEGINNING and containing 60.25 acres of land, of which 1.68 acres lies in Rochelle Road and 0.55 acres lies in Springer Road.

AND

TRACT II:

All that certain lot, tract or parcel of land situated in the J.A. RAMSEY SURVEY, ABSTRACT NO. 186, City of Rockwall, Rockwall County, Texas, and being a part of that 63.518 acres tract of land as described in a Warranty deed from David Lofland Bond, et al to Holt Properties, Inc., dated April 13, 2001, and being recorded in Volume 2128, Page 146 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "Tipton Eng. Inc." found for corner at the intersection of the North right-of-way line of State Highway 276 (120' R.O.W.) with the West line of Rochelle Road (R.O.W. varies) at the Southeast corner of the above cited 63.518 acres tract of land;

THENCE N. 81 deg. 25 min. 00 sec. W. (Controlling bearing line) along the North right-of-way line of State Highway 276, a distance of 2394.41 feet to a 1/2" iron rod found for corner at the Southeast corner of Lot 2, Block 1 of HWY 276 SELF STORAGE, an Addition to the City of Rockwall, Texas, according to the Plat thereof recorded in Cabinet F, Slide 125 of the Plat Records of Rockwall County, Texas;

THENCE N. 00 deg. 23 min. 00 sec. W. along the East line of said Addition, at 624.50 feet pass a 1/2" iron rod found at the Northeast corner of Lot 1, Block of said Addition, this being the Southeast corner of a 1.928 acres tract as described in a Warranty deed from Holt Properties, Inc. to City of Rockwall, Texas, as recorded in Volume 2219, Page 187 of the Real Property Records of Rockwall County, Texas, and continuing along the East line of same for a total distance of 905.80 feet to a 1/2" iron rod found for corner at the Northeast corner of said 1.928 acres tract, said point being in the South right-of-way line of Springer Road (80' R.O.W. formerly FM 1143);

THENCE N. 89 deg. 09 min. 53 sec. E. along the South line of Springer Road, a distance of 1787.65 feet to a 1/2" iron rod found for corner;

THENCE in a Southeasterly direction along a curve to the right having a central angle of 90 deg. 33 min. 33 sec., a radius of 533.69 feet, a tangent of 538.93 feet, a chord of S. 45 deg. 35 min. 43 sec. E., 758.43 feet, along said right-of-way line, an arc distance of 843.53 feet to a 1/2" iron rod found for corner in the West right-of-way line of Rochelle Road (R.O.W. varies);

THENCE S. 00 deg. 21 min. 45 sec. E. along the West right-of-way line of Rochelle Road, a distance of 293.27 feet to a 1/2" iron rod found for corner;

THENCE in a Southeasterly direction along a curve to the left having a central angle of 20 deg. 52 min. 00 sec., a radius of 613.69 feet, a tangent of 113.00 feet, a chord of S. 10 deg. 47 min. 45 sec. E., 222.27 feet, along said right-of-way line, an arc distance of 223.50 feet to a 1/2" iron rod found for corner;

THENCE S. 00 deg. 12 min. 13 sec. E. along said right-of-way line, a distance of 246.91 feet to the POINT OF BEGINNING and containing 2,505,154 square feet or 57.51 acres of land.

AND

TRACT III:

BEING a tract of land situated in the J.A. Ramsey Survey Abstract No. 18, conveyed to Robert Proctor as recorded in instrument #2008-00393731 Deed records of Rockwall County, Texas, as shown on survey and being more particularly described by Metes & Bounds as follows:

BEGINNING at a 1/2 inch yellow capped iron rod set for a corner, near the center-line of Rochelle Road at the Southwest corner of tract conveyed to Varughese & Remani Samuel as recorded in Volume 2002, Page 62, Deed records of Rockwall County, Texas, and said point being at the Northeast corner of said Proctor Tract;

THENCE South 00 degrees 55 minutes 19 seconds East a distance of 383.59 feet near the center-line of Rochelle Road to a PK Nail Set for a corner and said point being in a curve to the left having a radius of 613.69 feet;

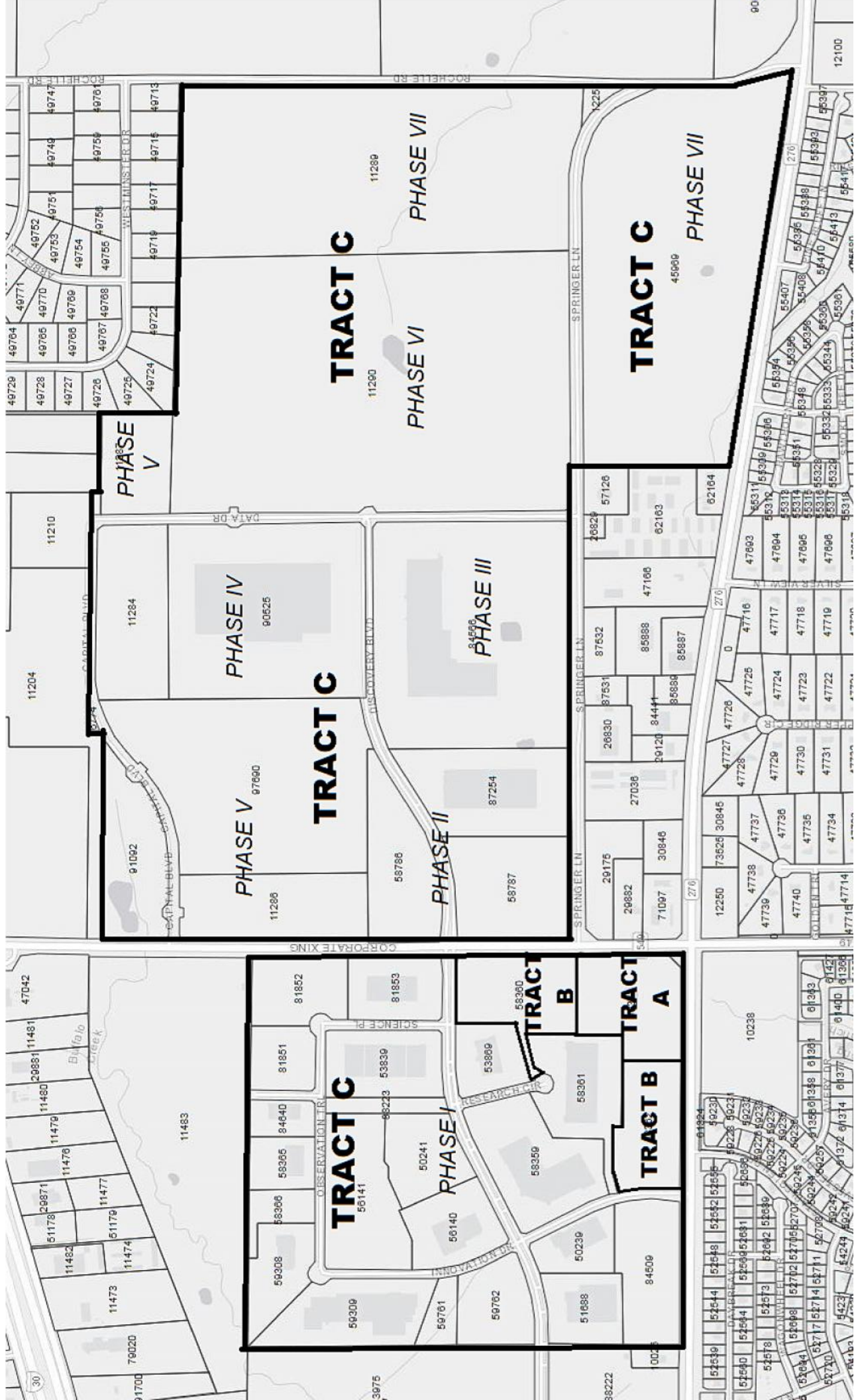
THENCE Northwest along said curve of North right of way line of Springer Lane, chord of North 44 degrees 01 minutes 15 Seconds West, for 524.79 feet and the central angle of 50 degrees 37 minutes 37 seconds and arc length of 542.26 feet to said Proctor to a 1/2 inch yellow-capped iron rod found for corner;

THENCE North 89 degrees 00 minutes 45 seconds East, a distance of 358.57 feet to the Place of Beginning, containing 47,951 Square feet or 1.101 acres of land.

EXHIBIT B

MAP OF PROPERTY SHOWING ALLOWED USES (PER ARTICLE 2)

[see attached page]





Rockwall Technology Park

Covenants, Conditions and Restrictions

Originally filed on June 14, 1999, Vol. 1650, Page 62, and amended on:

May 23, 2001, Vol. 2152, Page 90;

June 26, 2002, Vol. 2574, Page 278;

June 26, 2002, Vol. 2574, Page 280;

February 6, 2003, Vol. 2878, Page 320;

November 7, 2003, Vol. 3286, Page 105;

April 14, 2004, Vol. 3473, Page 3001;

June 7, 2004, Vol. 3549, Page 184;

August 23, 2005, Vol. 4168, Page 236;

January 12, 2009, Vol. 5667, Page 195; and

September 22, 2014, Instrument Number 20140000013630

Record of Filings

<u>Date Recorded</u>	<u>Volume</u>	<u>Page</u>	<u>Amendments</u>
June 14, 1999	Volume 1650	Page 62	Original Filing
May 23, 2001	Volume 2152	Page 90	Add Allowed Uses Map; Article 8.7; Article 8.9
June 26, 2002	Volume 2574	Page 278	Section 5.3(1) to include the screening of electric transformers
June 26, 2002	Volume 2574	Page 280	Include Phase II, 76+/- acres owned by Declarant and more particularly described in the hereto attached Exhibit "A"
February 6, 2003	Volume 2878	Page 320	Section 3.7 Utilities to require "all utilities including but not limited to lines and conduits relating thereto, shall be installed and maintained underground unless otherwise approved in writing by the Committee."
November 7, 2003	Volume 3286	Page 105	Delete the phrase "only one (1) sign shall be permitted for each occupant" and add the following conditions and restrictions: "Single Occupant Building One monument sign or building sign per 50,000 sq. ft. of building area or total building area if less than 50,000 sq. ft. Multi Occupant Building One multi-name monument sign or single-name sign identifying the building per 50,000 sq. ft. of building area or total building area if less than 50,000 sq. ft. Individual tenant occupants can be identified at doorway entrances by lettering in conformance with City ordinance. Lettering must have a minimum height of 4 inches and a maximum height not to exceed 6 inches"
April 14, 2004	Volume 3473	Page 3001	Add and change wording of specific paragraphs in Articles 1-7 and Article 9.
June 7, 2004	Volume 3549	Page 184	Revise allowed uses map for the Rockwall Technology Park to show Tract C allowed uses for Phase II, Phase III and Phase IV.
August 23, 2005	Volume 4168	Page 236	Requires 75 foot building setback along the east side of FM 549 in Phase II of the Rockwall Technology Park.

<u>Date Recorded</u>	<u>Volume</u>	<u>Page</u>	<u>Amendments</u>
January 12, 2009	Volume 5667	Page 195	Temporary construction office, field office or similar modular building permitted in the Rockwall Technology Park after approval from the REDC Board of Directors

<u>Date Recorded</u>	<u>Instrument Number</u>	<u>Amendments</u>
September 22, 2014	20140000013630	Revises Rockwall Technology Park map to include Phases V and VI

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK**

THIS Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park (this "Declaration") is made on the date hereinafter set forth by the Rockwall Economic Development Corporation, a Texas non-profit Corporation, ("Declarant") for the purposes of evidencing the covenants, conditions, and restrictions contained herein.

RECITALS:

WHEREAS, Declarant is the owner of all that certain real property (the "Property") located in Rockwall County, Texas; described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to protect the value and desirability of the Property, Declarant desires to subject the property to the covenants, conditions, restrictions, and development standards set forth herein and yet retain reasonable flexibility to respond to changing circumstances so as to control and maintain the premium quality and distinction of the Property; and

WHEREAS, Declarant deems it desirable and in the best interests of the owners of the lots for the preservation of the property values in Rockwall Technology Park, the maintenance and improvement of certain landscaped areas within Rockwall Technology Park and providing of services to the owners of lots, to create an entity which would have the powers and duties of maintaining certain areas, common areas, common facilities, and certain landscaped areas dedicated to the public, enforcing these restrictions, collecting and disbursing the assessments and charges hereinafter created, and performing all other functions as set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed, mortgaged, encumbered, and occupied subject to the following covenants, conditions, restrictions, development standards, charges and liens hereinafter set forth. These easements, covenants and restrictions, and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

ARTICLE 1 DEFINITIONS

1.1 The following words, when used in this Declaration or any Supplemental, Declaration, unless the context means otherwise, shall have the following meaning:

- A. **Advertising:** Any promotion of commodities or services whether on-site or off-site. Notice of merchandise or services, prices, and specials as well as phone numbers are considered advertising.
- B. **Association:** Shall mean and refer to Rockwall Technology Park Association, Inc., its successors and assigns.
- C. **Board:** The Board of Directors of the Association.
- D. **Building:** An enclosed structure, anchored to permanent foundation, and having exterior or party walls and a roof, designed for the shelter of persons, animals, or property. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two buildings connected by a breezeway shall be deemed as one building. Parking structures shall not be considered as buildings when calculating building coverage.
- E. **Building, Main:** A building in which is conducted the principal use of the lot on which it is situated.
- F. **Caliper:** The diameter of the trunk measured at six (6) inches above ground level up to and including four (4) inch caliper size, and measured 12 inches above ground level if the measurement taken at six (6) inches above ground level exceeds four (4) inches. If a tree is of a multi-trunk variety, the caliper of the tree is the average caliper of all of its trunks.
- G. **City:** The City of Rockwall, Texas.
- H. **Common Areas:** Areas of land owned, leased, set aside, or used by the Association, or easement areas for landscaping, entry features, drainageways, or pedestrian walkways, including any improvements located thereon, for the common use, enjoyment, and benefit of members of the Association.
- I. **Committee:** The Design Review Committee.
- J. **Declarant:** The Rockwall Economic Development Corporation (REDC), successors and assigns.
- K. **Enhanced Paving:** Any permeable or nonpermeable decorative paving intended for pedestrian or vehicular use. Examples of enhanced paving include brick or stone pavers, grass pavers, exposed aggregate concrete, and stamped and stained concrete.

- L. **Evergreen Shrub:** A shrub of a species, which normally retains its leaves throughout the year.
- M. **Fence:** A nonliving barrier constructed of wood, wire, or metal whose purpose is to enclose areas of land.
- N. **Groundcover:** Plants of species which normally reach a height of less than two (2) feet upon maturity, installed in such a manner so as to form a continuous cover over the ground.
- O. **Landscape Area:** Any area, which is permeable and capable of supporting living organic ornamental or native plant material, or waterscape. The landscape area shall be irrigated with an automatic irrigation system and must be able to support trees, turf, ground covers, seasonal color and/or shrubs.
- P. **Landscape Buffer:** The strip of land adjacent to a dedicated thoroughfare extending a minimum of ten (10) feet into the lot or tract, of which at least 80 percent is covered by natural grass, ground cover, or other natural plant materials.
- Q. **Lot:** An undivided tract or parcel of land having frontage on a public street, or upon an approved open space, having direct street access, and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed of record.
- R. **Masonry:** An exterior facade material such as brick, stone, rock, concrete, custom concrete masonry units (normal or heavy weight blocks with an integral color that is sandblasted, burnished, or has a textured face), marble, and glass block. Hollow clay tile or standard lightweight concrete block shall be allowed for no more than 10% of any one facade.
- S. **Masonry Wall:** An exterior wall composed of a singular or a combination of those materials defined as masonry laid up either unit-by-unit or pre-assembled panels.
- T. **Member:** Every person or entity who holds membership in the Association. The Declarant and each owner of any lot, plat or parcel of the Property shall be a member of the Association.
- U. **Monument Sign:** Any freestanding sign whose display face is directly on a base that is contiguous with the ground and is not elevated above grade by use struts, or wires.

- V. **Owner:** Record owner other than Declarant, whether one or more persons or entities, of a fee simple title to any lot, excluding those having such interest merely as security for the performance of an obligation. However the term "Owner" shall include any lien holder or Mortgagee who acquires fee simple title to any lot, which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.
- W. **Property Manager:** An employee of a company engaged in the professional day-to-day management of commercial real estate. The property manager, or a principal of the company that manager is employed by must possess the BOMA (Building Owner's & Managers Association) designation of R.P.A. (Real Property Administrator) or the IREM (Institute of Real Estate Management) designation of C.P.M. (Certified Property Manager) or equivalent credentials.
- X. **Screening Wall:** A living or nonliving barrier constructed of landscape materials or materials that are architecturally compatible with building(s) on the site. The purpose of such wall being to visually screen activities, materials, and/or areas of land.
- Y. **Setback, Building:** The required minimum distance between any structure and any property line of the lot on which the structure is located. All building. Setbacks shall be determined by the City of Rockwall's Comprehensive Zoning Ordinance.
- Z. **Site:** A lot, tract, or parcel of land within the Rockwall Technology Park, which is to be developed. A site will be exclusive of any land dedicated for public use, such as streets, alleys, and flood plains, but may include common areas, mutual access, pedestrian, or utility easements, through the official platting process.
- AA. **Vehicular Sign:** Any sign on a vehicle moving along the ground or any vehicle parked temporarily incidental to its principal use for transportation. This definition does not include signs that are being transported to a site for permanent erection.
- BB. **Yard, Front:** An open, unoccupied space on a lot, which is located between the setback line and the lot line adjacent to a street. The front yard shall extend the full width of the lot.
- CC. **Yard, Rear:** An open, unoccupied space on a lot, which is located between the setback line and the rear lot line. The rear yard shall extend the full width of the lot.
- DD. **Yard, Side:** An open, unoccupied space on a lot, which is located between the setback line and the side lot line. The side yard shall extend the full length of the lot between the front and rear yards. (For purposes of this definition, any lot line not deemed the rear lot line or the front lot line shall be deemed a side line.)

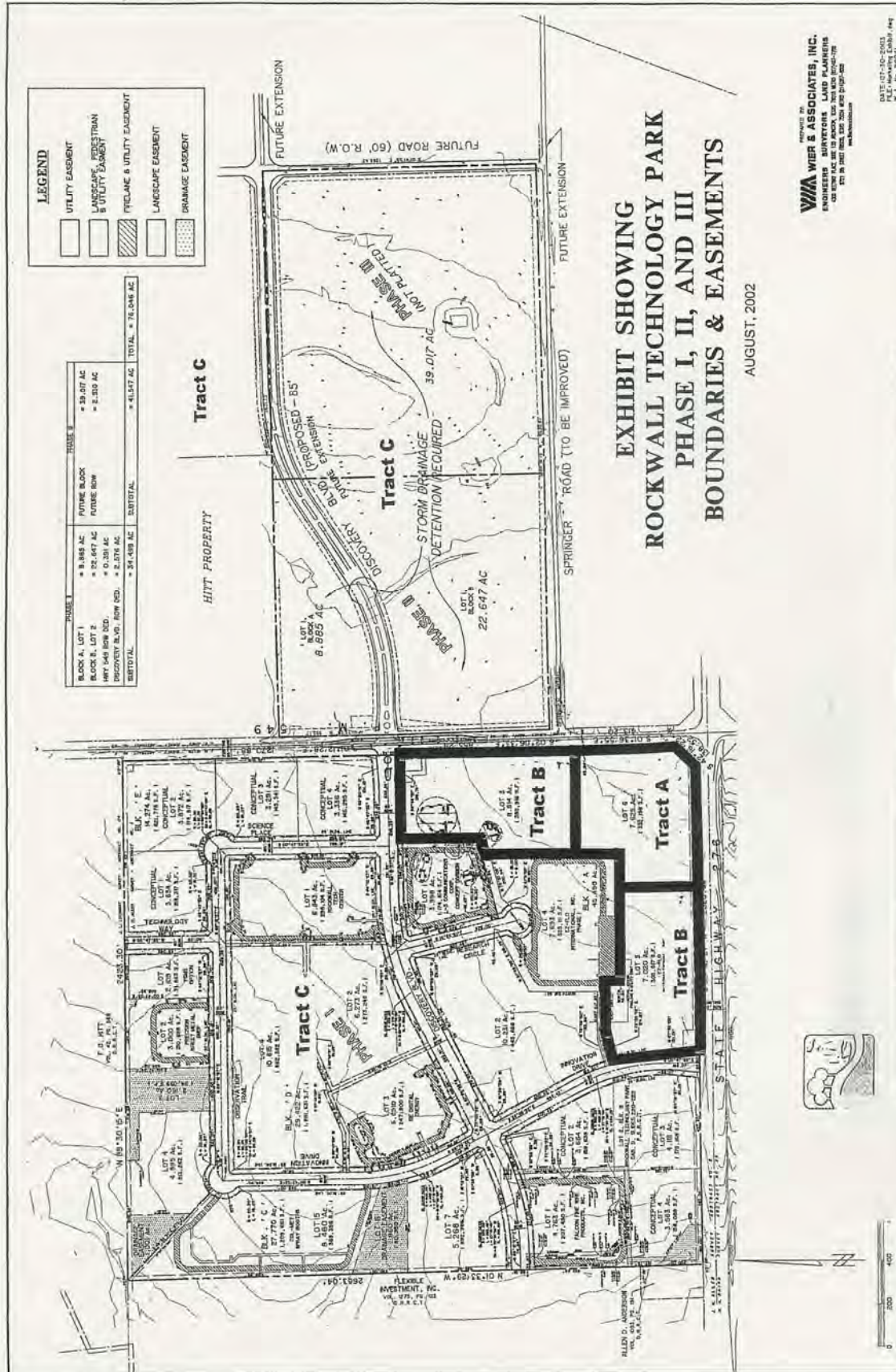
ARTICLE 2 ALLOWED USES

2.1 All lots or portions of lots within Tract A shall be used only for following uses:

1. Retail, personal service, professional service, or business service uses;
2. Office buildings;
3. Restaurants;
4. Gasoline service station, including automotive repair services;
5. Manufacturing, compounding, processing, repairing, packaging, or treatment of perishable and non-perishable materials;
6. Assembling or treatment of previously prepared materials;
7. Laboratories-experimental, film or testing;
8. Tool, dye, gauge, and machine shops;
9. Warehousing for storage and distribution, exclusive of outside storage;
10. Institutional uses, exclusive of churches or similar uses;
11. Municipally owned or controlled facilities, utilities, and uses;
12. Research and development facilities;
13. A mobile home as a residence for a watchman or caretaker or as an office during construction of a permanent facility on the property;
14. Car wash as an accessory use to a service station;
15. Metal plating and finishing facilities as an ancillary activity;
16. Uses similar as determined by the Committee and the City to the above mentioned permitted uses provided activities conducted, observe the requirements of all city ordinances.

2.2 All lots or portions of lots within Tract B shall be used only for following uses:

1. Retail, personal service, professional service, or business service uses;
2. Office buildings;
3. Manufacturing, compounding, processing, repairing, packaging, or treatment of perishable and non-perishable materials;
4. Assembling or treatment of previously prepared materials;
5. Laboratories-experimental, film or testing;
6. Warehousing for storage and distribution, exclusive of outside storage;
7. Institutional uses, exclusive of churches or similar uses;
8. Municipally owned or controlled facilities, utilities, and uses;
9. Research and development facilities;
10. A mobile home as a residence for a watchman or caretaker or as an office during construction of a permanent facility on the property;
11. Uses similar as determined by the Committee and the City to the above mentioned permitted uses provided activities conducted, observe the requirements of all city ordinances.



2.3 All lots or portions of lots within Tract C shall be used only for the following uses:

1. Office Buildings
2. Manufacturing, compounding, processing, repairing, packaging, or treatment of perishable and non-perishable materials;
3. Assembling or treatment of previously prepared materials;
4. Laboratories-experimental, film or testing;
5. Warehousing for storage and distribution, exclusive of outside storage;
6. Institutional uses, exclusive of churches or similar uses;
7. Municipally owned or controlled facilities, utilities, and uses;
8. Research and development facilities;
9. A mobile home as a residence for a watchman or caretaker, or as an office, during construction of a permanent facility on the property;
10. Metal plating and finishing facilities as an ancillary activity;
11. Uses similar as determined by the Committee and the City to the above mentioned permitted uses provided activities conducted, observe the requirements of all city ordinances.

2.4 All business operations and activities shall be conducted completely within an enclosed building, and in no instance shall any outside activity be permitted except for; outside storage, with appropriate screening as determined by the Declarant, off- street parking or loading; drive-thru windows at financial institutions; or outdoor dining in conjunction with a restaurant, unless otherwise approved by the Board,

2.5 If a nonconforming use is created per Section 9.7, a nonconforming use may be continued. However, the right to operate a nonconforming use shall cease, and such use shall be terminated under the following circumstances:

- A. Whenever a nonconforming use is abandoned, all nonconforming rights shall cease and the use of the premises shall henceforth be in conformance. Abandonment shall be the voluntary act of the user and/or owner to discontinue a use for a period of one hundred eighty consecutive days or more; or
- B. Whenever a nonconforming use is changed to a conforming use.

ARTICLE 3 DEVELOPMENT STANDARDS.

3.1 Purpose.

These development standards are intended to achieve attractive and desirable visual elements for each development in the Rockwall Technology Park. These standards will provide direction to the site designer so that development plans for any and all site improvements are adequately submitted to the Design Review Committee for approval. The Design Review Committee shall have the power to enforce strict compliance with these development standards, and shall consider aesthetic excellence and the appropriateness of the specific improvements proposed.

While the Declarant understands the desires of various members of the development community to create a "high tech" architectural style, the Declarant hopes to stimulate both the developers and their architects to accomplish this desire with warmth, style, an appreciation for facade relief and texture, attention to details, and an interplay of color, texture, shade, shadows, and building massing.

3.2 Consistency with Surrounding Area.

A harmonious relationship should exist between various buildings within the cohesive development. Building styles should be complimentary and where appropriate, compatible building materials should be used on all buildings.

Buildings, as well as site development, should maintain a good relationship with adjacent development within the Rockwall Technology Park. In addition, the topography of each site should be taken into account during design.

The design should show that due regard has been given to orientation of structures to streets, climatic considerations, and especially, the creation and utilization of vistas and open space.

"Prototype", "theme", and/or "proprietary" designs for structures that are not in concert with the surrounding development are discouraged.

3.3 Lot Coverage.

The Committee will consider Lot coverage on an individual basis when a site plan is submitted for approval. In no instance however, shall the Committee allow a lot coverage that is less restrictive than that governed by the City. Site plans will be reviewed to assure that there is adequate space for access, parking, off-street loading, internal circulation, landscaping, stormwater detention facilities, and utility easements as well as for protection and insulation from noise and vibration in relation to adjacent sites.

3.4 Setback Lines.

All buildings shall comply with the applicable City zoning ordinances with respect to setback lines. In addition, no structure of any kind and no part thereof shall be placed outside of the building setback lines. The area of the lot between various setback and property lines shall contain landscaped areas as defined elsewhere herein and may contain vehicular activities as allowed and defined elsewhere herein.

3.5 General Building Design.

Each building should be designed to complement the general architectural character of the Rockwall Technology Park by being responsive to the materials, color, scale, and goals set forth for the Rockwall Technology Park In these development standards.

The number of materials used on the exterior of each separate building should be kept to a creative minimum. The intent of this is to encourage architects to accomplish the intent of the covenants as outlined herein, while avoiding the establishment of overly complex design guidelines.

1. Windows, doors, eaves, parapets, soffits, overhangs, canopies, etc. should be used to provide Interest and variety to the building facade.
2. Entrances to buildings should be articulated with appropriate architectural features so as to distinguish them from the remainder of the building.
3. The use of decorative pilasters, moldings, cornices, and other façade treatments is encouraged to enrich the building appearance. Where appropriate, details such as canopies and columns should be used to create shade, cast shadows, and provide visual relief.
4. Canopies and awnings are encouraged, and when used, should be treated as architectural elements and be incorporated into the design of a building by producing a consistent pattern through their size, color, and shape.
5. One (1) and two (2) story buildings shall be designed in such a manner so as to provide for visual interest. To accomplish this, walls that face a public street or dedicated access easement shall have offsets to break up long expanses. (For purposes of this section, "facing a street or easement" shall mean that the angle between the building facade and the front property line, street, or easement is less than 45 degrees.) If a building's facade is less than 80 feet wide, the facade shall be broken up into at least two (2) different planes. For facades at least 80 feet wide but less than 250 feet wide, at least three (3) planes shall be designed. At least four (4) planes shall be designed for when the facade is greater than 250 feet wide. The cumulative total of these offset surfaces when viewed in plan shall equal a minimum of 40% of the width of the facade. When viewed in elevation the cumulative total of these offset surfaces shall equal a minimum of 10' or 1/3 of the height of the facade, whichever is greater. (*Note: The required offsets are not required to be as tall as the primary facade.*) The minimum depth of the offset between adjacent planes shall be at least 15% of the wall's height. (**See Exhibits B, Figure 1-3.4/5**)
6. The maximum height of any structure shall be 120 feet.

7. Cooling towers, fans, air conditioners, communication appurtenances, if approved by the Design Review Committee, vents, and any other structures or equipment located on either the roof or elsewhere shall be screened from all sides by an architecturally sound method which shall be approved in writing by the Committee prior to the construction or erection of said structure or equipment.

3.6 Building Materials.

All main building facades shall be constructed of brick, stone, tiles, cement, concrete, and glazing materials.

Windows and glass shall not comprise more than 80% of any building elevation. Windows and glass should however, be incorporated into the design of a building. Windows and/or glass shall not have a reflectivity of greater than 40%.

Windows of highly reflective (outward facing mirrored) glass may not be used as an exterior building material on any building or structure. However, in order to encourage energy efficient building design, the use of tinted, inward facing mirrored glass is both allowed and encouraged.

Exclusive of doors and windows, not less than 60% and not more than 90% of any building facade that faces a public street or platted access easement shall be constructed of the same building material or the same color. (For purposes of this section, "facing a street and/or easement" shall mean that the angle between the building facade and the front property line, street, or easement is less than 45 degrees.) In addition, exclusive of doors and windows, any building facade that faces a public street or platted access easement shall not be comprised of more than three (3) types of building materials and/or colors. (***See Exhibit B, Figure 2-3.5***)

The use of standard concrete block shall be limited to a maximum of 10% of any facade facing and/or visible from a public street and/or platted access easement.

Concrete surfaces shall have exposed aggregate, or be colored, textured, sculptured, sandblasted and/or patterned. These surfaces should serve a design as well as a structural function.

Unpainted metal galvanized metal, or metal subject to ordinary rusting shall not be used as a primary building material. Galvanized metal may be used as an architectural design feature for a building façade. Metals that develop an "attractive" oxidized finish, such as copper or weathered steel, may be appropriate as decorative building materials.

All buildings shall be equipped with scuppers, roof drains, downspouts, and/or other drainage conveyances. Exterior surface mounted gutters and downspouts shall be placed on walls facing adjacent property lines only, unless approved in writing by the Committee.

ARTICLE 4 PARKING AREAS, LOADING AREAS, AND DRIVES

4.1 Intent.

The intent of the Declaration regarding location, number, and spacing of driveways is to improve the circulation patterns into and around various sites within the development as well as to provide for optimal traffic movements on the abutting streets by minimizing the conflicting movements. Except for retail uses, the placement of the main parking areas away from the front of the building should improve the appearance of the development.

4.2 Parking Areas.

Limited parking, not to exceed 55% of the total required parking spaces may be located in any one front yard of any lot.

Required parking and related driveways are not allowed within any truck dock staging, maneuvering, or parking area.

Parking garages that have frontage on a public street or dedicated access easement shall have architecturally finished facades complimentary to the surrounding buildings. Street front openings in a parking structure shall not exceed 55% of the facade area. This percentage excludes the top floor if unroofed.

4.3 Parking Capacity.

Parking areas shall be sufficient to accommodate all parking needs for employees, company vehicles, and visitors without the use of on-street parking. On-street parking shall be prohibited for any vehicle in the Rockwall Technology Park.

If parking needs are anticipated to increase after initial occupancy, the Owner shall provide additional off-street parking. No use shall be made of the Property or any building that requires or attracts parking in excess of the capacity of the parking lots/structures.

4.4 Off-Street Loading and Service Area Requirements

Adequate area shall be required on the property for all loading and maneuvering trucks and other service vehicles in order that such operations will be off-street on private property.

The following requirements shall apply for all loading/service areas.

Loading areas or freight dock areas, or any other similar facility shall not be located within the front yard of any structure.

For buildings that face directly upon any thoroughfare designated on the City of Rockwall Thoroughfare Plan, loading and service areas, inclusive of maneuvering areas, shall be located only at the rear of the building, unless screened from front and side views by a building wall or contained within a building courtyard **(See Exhibit B, Figure 3-4.4)**

For buildings that face any other street, unless screened from front and side views by a building wall or contained within a building courtyard, loading and service areas shall be located only at the rear of the building or on the sides of the building if the loading/service doors are at least 65 feet back from the building setback line and are screened from the street with a screening wall with landscaping. The wall shall extend at a right angle from the building and parallel to the street for at least 35 feet. It shall be constructed of a material architecturally similar to the building wall material. The screening wall shall be at least 15 feet in height or extend to the top of the loading/service door whichever is greater. Landscaping shall be evergreen shrubs and trees. **(See Exhibit B, Figure 4-4.4)**

Whenever possible, the site should be designed for counterclockwise circulation of large trucks, as left turns and left-hand backing maneuvers are easier and safer since the driver's position is on the left-hand side of the vehicle.

4.5 Driveways.

1. Unless otherwise approved in writing by the Committee, no driveway approach shall be permitted within 50 feet of a street intersection, measured from the projected face of the intersecting street curb to the point of curvature of the driveway radius. Nor shall it be so close to a property line that an adjoining property owner would be unable to have similar access to his property. In no case will curb cuts be allowed in locations that conflict with: (1) sump drainage inlets, (2) existing landscape pods in Discovery Blvd., or (3) that may cause an unsafe vehicular movement entering or exiting a driveway.
2. A minimum of one (1) curb cut per lot, for the first 200 feet of street frontage will be allowed with an additional curb cut allowed for each additional 200 feet of frontage, on any thoroughfare designated as an arterial on the City of Rockwall Thoroughfare Plan. On any other street, one curb cut for the first 200 feet of street frontage will be allowed with an additional curb cut allowed for each additional 100 feet of frontage, with a maximum of four (4) curb cuts for each lot.
3. Driveway width shall be as follows:
 - a. Driveways for automobile parking areas shall have a minimum width of 24 feet "face of curb to face of curb" and a curb return having a minimum radius of fifteen (15) feet.

- b. Driveways for truck loading areas shall have a minimum width of 35 feet “face of curb to face of curb” and a maximum width of 45 feet with curb returns having a radius such that no part of the cab’s wheels or trailer wheels can drag across the curb.
4. Internal driveway storage, (That distance between the street right-of-way line and the near side of the first intersection interior aisle or parking stall.) provided for as follows:
 - a. If less than 50 parking spaces access the driveway; the minimum storage shall be 18 feet.
 - b. If between 50 and 200 parking spaces access the driveway, the minimum storage shall be 50 feet.
 - c. If more than 200 parking spaces access the driveway, the minimum storage shall be 78 feet. **(See Exhibit B, Figure 5-4.5/4)**
5. A visibility triangle of 8 feet by 70 feet shall be provided at all driveway/arterial street and street/arterial street intersections where the longer leg of the triangle is measured along the arterial street right-of-way line. All other intersections shall provide for a 30-foot by 30-foot visibility triangle. Both distances shall be measured from the intersecting point of the driveway with the right-of-way line perpendicular to the driveway. **(See Exhibit B, Figure 6-4.5/5)**

No fence, wall, screen, sign, structure, foliage of hedges, trees, bushes, or shrubs shall be erected, planted, or maintained in such a manner as to obstruct or interfere with a clear line of sight for the drivers of approaching motor vehicles within this triangular area. In order to accomplish this, vision shall be clear at elevations between 30 inches and 9 feet above the average grade of the street.

ARTICLE 5 LANDSCAPING AND SCREENING

5.1 Purpose.

The purpose of these standards is to establish minimum requirements for landscaping and buffering to enhance the development's aesthetic and environmental qualities. Such landscaping not only reduces the negative effects of large expanses of impervious and nonvegetated surfaces, such as increases in noise, heat, and the spread of dust and debris, it also provides for the ability to protect and conserve the community's soils by preventing soil erosion and silting of drainage structures and water bodies.

5.2 Landscaping.

Landscape treatment of the site shall be in the form of grass lawns, ground covers, shade trees in parking areas, street trees, and ornamental trees, plantings in areas

used as dividers and in any areas of limited use. Landscaping shall be used to mark entrance points and parking areas. It shall be used to shield or define service areas and property divisions, and to enhance building scale and forms.

No plans for any building, structure, paving, or other improvement to be erected, placed or altered in or upon any Lot or portion thereof shall be approved by the Committee unless there also shall have been submitted separate landscape plans, satisfactory to the Committee, to include plant material and landscape construction to be installed on the site, including complete plans for an underground irrigation system for all planted areas.

Landscaping, in accordance with the plans submitted to and approved by the Committee must be installed within 30 days following the issuance of a certificate of occupancy by the City, or as soon as practical allowing for the seasons of the year, but in no event later than 180 days following the issuance of a certificate of occupancy. Landscaping which has been installed on any property must be properly maintained at all times.

Landscape treatment shall not interfere with site line requirements at street or driveway intersections or violate any rule, regulation or ordinance, adopted by the City relating to site line requirements.

A. Minimum Percentage.

A minimum of ten (10) percent of each platted lot/site shall be landscaped according to the requirements set forth below. Areas designated or used as detention ponds, swales or any stormwater facility will not be included as landscaped areas. The Design Review Committee may require additional landscaped screening for detention facilities. Landscaped areas, for the purposes of this section, shall include all outside plantable ground surface including buffers, parking lot landscaping, and other required landscaped areas. It shall not include areas inside buildings or any paved or hard surfaced area such as walks, drives, parking areas, and hard surfaced recreation areas. All landscaped areas will be planted with trees, shrubs, grass and/or other living ground cover. Up to 10% of the minimum 10% landscaping required for each lot can be "hardscape" including pattern concrete plazas, fountains, reflecting pools and flagpoles.

If the required landscaping identified below occupies at least 10% of the lot/site, no additional landscaping shall be required. If the required landscaping occupies less than 10% of the lot/site, additional on-site landscaping shall be provided so as to maintain the minimum percentage required.

An underground irrigation system shall be installed in all landscape areas, and so designed and used to insure the viability of all landscape vegetation.

The Design Review Committee encourages landscaping plans for areas adjacent to right-of-ways to consider groupings of trees and bushes, as opposed to trees at certain intervals, which give a "picket fence" look.

A 15-foot landscape buffer shall be provided on property adjacent to the Highway 276 or FM 549 right-of-way in which no building, structure, or parking shall be permitted. A 10-foot landscape buffer shall be provided adjacent to all other street rights-of-way. The design of these buffers shall be developed by the Declarant and consist of sod grasses, ground covers, trees, shrubs, decorative walls, earthen berms, and other commonly used and accepted landscape treatments. The Declarant shall be responsible for the installation of landscape materials adjacent to the perimeter of the Rockwall Technology Park. The Declarant shall also install a portion of the trees and/or shrubs adjacent to the interior east/west street of the Park. The amount of landscaping provided shall be at the discretion of the Declarant. The purpose of this being to have the primary roads initially landscaped but also to provide a method by which landscaping can be installed at different times and yet not be obvious. Each site developer shall then be responsible for the installation of the remaining landscape materials adjacent to the internal street, as identified on the approved landscape plans. **(See Exhibit B, Figure 7-5.2/A)**

Two and one-half (2 1/2) foot high walls, berms or decorative fences, and shrubs (3 gallon minimum) shall be used to screen parking from adjacent streets. When berms are used, the following design requirements shall be met:

1. Berms shall have a maximum height of 36 inches and an average height of 18 inches above the average grade of the street and parking lot curbs.
2. Berms shall vary in height and be contoured for a "natural" look. A straight-line "levee" effect shall be avoided.
3. Berms shall be teardrop in form with the tails overlapping adjacent berms. Adequate drainage will be allowed between tails of adjoining berms.
4. Berms shall have a maximum slope of 3 to 1 unless otherwise approved in writing by the Committee.
5. Manholes, cleanouts, or other points of access to utility lines shall be preserved as required in the design and construction of the berms.
6. Berms should have shrubbery planting added to those areas less than 30 inches high in order to more fully screen the views of vehicles in parking lots and loading areas, such that the total height is 30 inches to 36 inches. **(See Exhibit B, Figure 7-5.2/A)**

B. Interior Parking Lot Landscaping.

Any parking area shall provide for interior landscaping in addition to the required perimeter landscape buffer. Interior landscaping shall include all areas within the paved boundaries of the parking lot as well as planting islands, curbed areas, corner lots, parking spaces, and all interior driveways and aisles except those with no parking spaces located on either side. The landscaping shall consist of the following:

1. A minimum of one (1) large tree, 3-inch caliper minimum, or an approved small tree, minimum 8 feet in height at time of planting, for every 20 parking spaces or

portion thereof. In addition, there shall be one small tree for every 30 parking spaces or portion thereof. The trees should be evenly distributed unless otherwise approved in writing by the Committee. The placement of trees shall be coordinated with the location of lights used to illuminate a parking area so they will be of such stature so that, at maturity, they will not interfere with the lighting. **(See Exhibit B, Figure 8-5.2/B)**

2. A landscaped area of not less than five (5) feet by five (5) feet, measured back of curb to back of curb, shall be provided for each tree located within a parking lot. **(See Exhibit B, Figure 8-5.2/B)**
3. No parking space shall be further than 50 feet from a tree, unless otherwise approved in writing by the Committee. **(See Exhibit B, Figure 8-5.2/B)**
4. No parking area shall contain greater than 200 parking spaces. If a greater number of spaces are required, separate parking areas of not more than 200 spaces shall be provided. A landscaped area with a minimum width of ten (10) feet shall separate these parking areas. The landscaped area shall also contain large trees placed at a minimum, 35 feet on center. **(See Exhibit B, Figure 8-5.2/B)**
5. A raised six (6) inch concrete curb shall protect all landscaped areas. If vehicles overhang the required landscaping areas, the areas will be expanded by two (2) additional feet wherever vehicles are overhanging to allow for said overhang. This overhang area shall be covered with mulch, stone, gravel, concrete, or other non- plant material.
6. Parking lot landscape islands shall be a minimum five (5) feet wide. **(See Exhibit B, Figure 8-5.2/B)**
7. Landscape areas 20 square feet or less in area shall be planted in a ground cover other than grass.
8. Where an existing parking area is altered or expanded, interior landscaping shall be provided on the new portion of the lot in accordance with the above standards.
9. The requirements listed in this subsection shall not apply to structured parking garages.

C. Recommended Plant Lists

1. Large Trees

Pecan	Austrian Pine	Red Oak
Redbud	American Elm	Bur Oak
Southern Magnolia	Chinese Pistachio	Live Oak
Aristocrat Pear	Japanese Black Pine	Texas Ash
Bald Cypress	Cedar Elm	Eastern Red Cedar
Lacebark Elm	Eldarica Pine	

2. Small Trees

Yaupon Holly	Mexican Plum	Purple Plum
Crape Myrtle	Possum Haw	Nellie Stevens Holly
Washington Hawthorne	Wax Myrtle (In tree form)	(In tree form.)

3. Evergreen Shrubs

Burford Holly	Nellie Stevens Holly	Abelia
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4. Ground Cover

Asian Jasmine	Honeysuckle	English Ivy
Boston Ivy	Liriope	Monkey Grass
Virginia Creeper	Vinca	

5. Prohibited Planting Materials

Silver Maple	Hackberry	Green Ash
Arizona Ash	Mulberry	Sycamore
Willow	Sweetgum	Red Tip Photinia
Elaeagnus	Cottonwood	Mesquite

5.3 Screening and Fences

1. Water towers, storage tanks, processing equipment, incinerators, trash containers or compactors, maintenance facilities, detention/retention areas, where appropriate, and trucks based on the premises shall either be housed in closed buildings or otherwise completely screened from public view in a manner architecturally compatible with the building and at a location approved in writing by the Committee. Such screening would normally include landscaping and/or permanent walls of solid materials similar to the building materials and be located as far from the front and side property lines as reasonably possible.
2. The right of a purchaser, grantee, owner, or lessee to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, dumpsters, or like equipment in the open or exposed to public view, or view from adjacent structures. If it shall become necessary to store or keep such materials and equipment in the open, the lot or area shall be screened with an opaque wall of permanent construction, and of a design and of materials architecturally similar to the building and approved in writing by the Committee. Said screening wall shall be of a height at least equal to that of the materials or equipment being stored, but in no event shall be less than seven (7) feet in height; adjacent screening must also be provided to shield such stored materials and equipment from view from adjacent buildings. Location of all outside storage shall be limited to the rear two-thirds (2/3) of the Lot and shall be approved in writing by the Committee. All screening walls shall be constructed so as to observe building setback lines.

3. Security fences (A fence other than a required screening wall.) shall be designed and placed so as to be as unobtrusive as possible. Use of landscaping to soften the visual impact of fences shall be required. Chain link fences and wooden fences shall be prohibited. In no case will a fence be allowed forward of the front setback line.
4. Prior to the raising of any antenna or tower on any property, the Committee shall provide written approval.

ARTICLE 6 MISCELLANEOUS DEVELOPMENT RESTRICTIONS

6.1 Exterior Illumination.

All exterior lighting shall be designed, erected, altered, and maintained in accordance with plans and specifications submitted to and approved in writing by the Committee. Lighting shall be compatible and harmonious throughout the entire development and shall be in keeping with the specific function and building type served. Illumination will be provided for all parking areas. Security and/or parking lot light fixtures on private property shall be identical in appearance to that which is on public right-of-way. The orientation of the fixture and the pattern of light created shall be so designed so as to avoid glare or light intrusion into a public way, street, or adjacent property. All exterior illumination shall comply with the ordinances, rules, and regulations of the City.

6.2 Signs.

All signs, including temporary signs, must be approved in writing by the Committee prior to installation. The location, size, color, and construction of signs will be in keeping with the character of the Rockwall Technology Park. Unless otherwise approved in writing by the Committee, only one (1) sign shall be permitted for each occupant. All signs must either be attached to the building or be a ground monument sign. All signs shall comply with the ordinances, rules, and regulations of the City of Rockwall. The following requirements shall also apply.

1. No sign or part of any sign shall flash, change its illumination or copy, rotate, move, or create an illusion of movement.
- 2: Time and temperature informational signs are prohibited.
3. Parking of a delivery vehicle with signage during normal business hours overnight during non-operating hours at or near the outer edges of parking areas adjacent to public streets is prohibited. Such vehicles may however, be stored at or very near the entrance of the business, which they advertise at any time.

4. Search lights, banners, and pennants are allowed only for announcing the grand opening of a business establishment for a period not to exceed 14 days. Whirly gigs and other types of wind activated devices and air balloons are prohibited.
5. All signage shall be consistent with the materials and colors of the architecture of the main building(s) unless approved in writing by the Committee.
6. The address of every building will be provided on the front facade. The address will be in numbers using the "Helvetica Medium" type style, a minimum of 24 inches tall and displayed so that they are consistent with the materials and colors of the architecture of the main building(s), unless approved in writing by the Committee

6.3 Easements.

If requested in writing by the Committee, property owners shall grant easements across their property for the purpose of providing utility service to other properties within the Rockwall Technology Park. The specific location of such easements shall be reasonably determined by the property owner so as to minimally impact the owner's property.

ARTICLE 7 DESIGN REVIEW COMMITTEE

7.1 Designation of Committee.

The Association shall have a Design Review Committee (the "Committee"), which shall consist of the following members:

1. Two representatives of landowners
2. One voting member of the REDC Board of Directors
3. The President and CEO of the REDC
4. Consultant to the REDC Design Review Committee, as needed.

The Board shall have the exclusive right and power to create and fill vacancies for the landowner's representatives that are on the Committee.

7.2 Committee Function.

No improvement shall be erected, constructed, placed, or altered on any portion of the Property until six (6) sets of plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by the Committee. A three-fifths (3/5) majority vote of the Committee is required to approve plans and specifications. Upon approval by the Committee, one (1) corrected and final copy shall be provided to the Association for its records. The decision of the Committee shall be final, conclusive, and binding upon the applicant. This review and approval process by the Committee and/or its agent of such plans

and specifications is to ensure conformity with the covenants, conditions and restrictions of this Declaration, compliance with the general plan of construction and general overall aesthetic quality of the development, consistency of materials used, and compatibility of uses. The Committee, by its approval of such plans and specifications, is not responsible for the adequacy of structural or mechanical engineering design or specifications or the improvements constructed on the lots.

7.3 Preliminary Site Plan and Building Design Submittal.

Prior to the submittal of any plan, plat, or other drawings to the City, a preliminary design package shall be submitted to the Committee for approval. This package shall consist of presentation quality site plan, building elevations, floor plans, landscaping and any other drawings available, as well as material descriptions, colors and samples of the exterior building materials. While not mandatory, it is suggested that periodically during the design development process that the Committee is given progress prints in the event modifications are made to those drawings previously approved.

The preliminary site plan shall also include preliminary utility layouts and drainage design including detention areas consistent with the Drainage Area Map for the Rockwall Technology Park.

The Committee or its designated agent will review the plans and specifications and return written comments to the Owner or its designated agent. The developer must resubmit revised site plans showing that comments from the Design Review Committee and/or designated professional have been addressed.

7.4 Content of Final Plans and Specifications Submittal.

Prior to the submittal of construction plans to the City for any improvement, plans and specifications shall be submitted to the Committee for approval. Plans and specifications submitted for review to the Committee shall be finished and complete (subject to City review) in all respects.

All plans and specifications shall include at least the following:

- A. A site plan showing existing grades (with one (1) foot contour intervals), finish grades and the location of all improvements, structures, walks, patios, driveways, fences, and walls. Lot drainage provisions, including any detention/retention areas with calculations, shall be included as well as cut and fill details if any applicable change in the original lot contours is contemplated. All plans shall have identification of street names, adjacent property owners of record, and metes and bounds description of all property lines.
- B. Landscape plan, including construction detail for walkways, fences, screen, and walls, elevation changes, irrigation system, vegetation and ground cover. The plan shall be properly identified with street names and key maps if the total plan is not described on a total sheet.

- C. Screening, including size, location, method and description of materials and finish.
- D. A site utility plan showing utility connections, including routing of electrical and telephone cables.
- E. Exterior illumination, including location, manufacturer's specifications, manufacturer's fixture number and supporting photometric test data.
- F. Exterior elevations of all building elevations, structures, and appurtenances.
- G. Samples of exterior materials, colors, textures, and shapes.
- H. Structural plans and details.
- I. Parking areas and driveway plan and details.
- J. Signs including location, size, shape, color, materials, and finish samples.
- K. Trash container storage locations and related screening with materials and finish.
- L. Trash compactor specifications, including location, size, and manufacturer's data.
- M. Proposed use of parcel of land and such other matters as may be required by the then applicable Comprehensive Zoning Ordinance of the City as amended.

The Committee or its designated agent will review the plans and specifications and return written comments to the Owner or its designated agent. Upon the third (3rd) and any subsequent submission of plans and specifications for the same building or development, the Owner or its agent shall reimburse the Committee or its designated agent, for the actual cost of said review and comments thereof as determined by the Committee, Owner or its agent will be billed for the time and expense incurred in the review and a statement of charges will accompany the letter of approval, disapproval, or notice of action taken by the Committee.

ARTICLE 8 MAINTENANCE.

8.1 Maintenance Responsibilities.

Owners and occupants (including lessees) of any Lot or portion thereof shall jointly and severally have the duty and responsibility, to keep that part of the Lot including buildings, improvements, landscaping, grounds, or drainage areas or easements in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

Promptly removing all litter, trash, refuse, and wastes, which shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from the Lot prior to its accumulation; Maintenance of landscaped areas shall include, but not be

limited to, regularly watering such landscaped areas by means of an underground irrigation system, sufficiently to promote vigorous growth of all trees, shrubs, and groundcovers. Such areas shall be maintained in a relatively weed free condition so as to present a healthy, neat and orderly appearance at all times. All planting shall be periodically pruned, trimmed, aerated, edged, and fertilized in accordance with generally accepted horticultural practices. All plants should be periodically inspected for infestation by disease or insects. If such infestation is present, immediate steps shall be taken to eliminate it.

Any plant material not surviving shall be replaced within thirty (30) days of its demise;

Keeping exterior lighting and mechanical facilities in working order;

Keeping vacant land well maintained to a depth consistent with the building setback line for the street on which the property fronts, and the entire site free of trash and tall weeds in excess of 15 inches in height;

Keeping parking areas and driveways in good repair;

Complying with all Federal, state and local health and law enforcement requirements;

Striping of parking areas and repainting of Improvements on a reasonable time schedule;

Repairing exterior damages to Improvements within a reasonable time period.

8.2 Enforcement of Maintenance Duties

If in the opinion of the Board, any Owner has failed in any of the foregoing obligations or duties, then the Board may give the Owner written notice of such failure and the Owner must within 10 days after receiving such notice, perform the obligation or duty required. Should any Owner fail to fulfill this obligation or duty within such period, then the Association through its authorized agent(s) shall have the right and power to enter onto the premises and perform such obligation or duty without liability for damages for wrongful entry, trespass, or otherwise to any person or property. Each Owner of any Lot on which such work is performed shall be liable for the cost of such work and shall promptly reimburse the Association within 10 days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of Owner and shall constitute a lien against the Lot on which said work was performed. This debt shall bear interest and be subject to the costs as provided for and shall be collectable in the same manner.

8.3 Property Manager

The Board shall, by majority vote, enter into an agreement with a third-party property management contractor to provide management services including, but not limited to the following:

A. Common Area Maintenance (CAM) Repairs & Maintenance:

1. Landscape maintenance and irrigation repairs;
2. Maintenance of park entry features (including signage);
3. Trash/debris control;
4. Process utility invoices (electric and water) as applicable;
5. Monitor any work performed in easements to insure landscape and irrigation lines are maintained;
6. Monitor park for landowner compliance to deed restrictions (i.e. deviations from mandatory landscaping, screening of equipment, etc.).

B. The property management contractor shall meet the following criteria:

1. Contractor shall carry workers compensation insurance and general liability insurance with a minimum coverage of \$1,000,000. A current Certificate of Insurance shall be provided throughout the duration of said contract.
2. Contractor shall carry a Crime Bond with proof of such coverage provided throughout the duration of said contract'.
3. Contractor shall prepare and submit an annual budget based at the time of contract commencement and during each subsequent calendar year on or before October 1st for consideration and approval by the Board.
4. Contractor shall prepare and submit monthly financial reports detailing the activity including a balance sheet, income statement, budget cost comparison, delinquency report, property inspection report, check register and bank reconciliation report. A narrative detailing any material variances shall be included as well.
5. Said contract shall include a 30 day written cancellation by either party without cause and immediate cancellation by the Board with cause.
6. All subcontractors engaged by contractor shall be subject to the same insurance and termination provisions as outlined above for the contractor. All subcontractors shall be subject to review and approval by the Board.

8.4 Maintenance of Common Areas.

The common areas shall be attractively landscaped and maintained for the common benefit of the Owners and at the Owners' expense. All landscaping and maintenance shall be done at the direction and under the supervision of the Property Manager, who shall be designated by the Association, in accordance with landscaping plans and maintenance standards approved by the Committee.

Such maintenance shall include, but not be limited to, regularly watering such landscaped areas sufficiently to promote vigorous growth of all trees, shrubs, and groundcovers. Such areas shall be maintained in a relatively weed free condition so as to present a healthy, neat and orderly appearance at all times. All planting shall be periodically pruned, trimmed, aerated, edged, and fertilized in accordance with generally accepted horticultural practices; all plants should be periodically inspected for infestation by disease or insects. If such infestation is present, immediate steps shall be taken to eliminate it.

Any plant material not surviving shall be replaced within thirty (30) days of its demise.

For purposes of this section, "Common Areas" shall include those areas of parkway adjacent to the perimeter of the Rockwall Technology Park inclusive of landscaping and sidewalks, entry features, monuments, flags and flagpoles, lighting relating to those elements, and any median or parkway of any internal street in the Rockwall Technology Park inclusive of landscaping and sidewalks.

8.5 Covenants for Assessments.

Each Owner and each subsequent owner of the property or any portion of the Property (including any purchaser at any non-judicial or judicial sale), by acceptance of a deed therefore or other instrument of ownership transfer for such portion of the Property, whether or not it shall be so expressed in any such deed or other instrument of ownership transfer, shall be deemed to covenant and agree to pay the Association (i) annual assessments or charges and (ii) special assessments for improvement or maintenance of the Common Areas to be fixed, established and collected from time to time as 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 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 that 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 upon the lot shall continue until paid.

8.6 Purpose of Assessments.

The assessments provided for herein shall be levied, collected, and administered by the Association and shall be used exclusively for the improvement and maintenance of the Common Areas, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) 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 cost of other facilities and services activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, 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, including but not limited to insurance, labor, equipment, materials, management, maintenance, and the Property Manager's administrative costs associated with the supervision thereof. All sums received by the Association pursuant to the annual or special assessments hereunder shall be segregated by the Association from its general funds if applicable, and held in trust for the benefit of the Owners and for the purposes and uses designated herein. The Property Manager shall maintain appropriate records of all expenditures of funds and all assessments with regard to the Common Areas, which records shall be open for inspection by any Owner during normal business hours upon reasonable notice and at said Owner's cost and expense.

8.7 Annual Assessment.

The Association shall establish the amount of each calendar year's annual assessment based on the projected financial needs for upkeep and maintenance of the Common Areas for that calendar year, which are provided, by the Property Manager in no instance however shall the annual assessment be less than \$2,400.00, unless a surplus, as identified below is accumulated.

The Association's review and determination shall be final and binding on all Owners unless disapproved by a vote of the Class A members or the Association where such disapproving vote registers at least 75% of the votes of the Association. The voting may be done in person or by proxy at a meeting duly called for such purpose within ninety (90) days after notice of such increased limit. Written notice of the meeting shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

The Association may not accumulate a surplus at the end of any calendar year that is more than two (2) times the maximum permissible annual assessment for that calendar year. 'Should any surplus exist at the end of any calendar year the

Association shall reduce the next total annual assessment by an amount at least equal to said surplus.

8.8 Special Assessments.

In addition to any annual assessments, the Association may at any time levy a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of a capital improvement within the Common Areas. This shall include the necessary fixtures and personal property related thereto; provided that any such special assessment shall not become effective if disapproved by Owners owning a majority of the acreage within the Property, subject to the criteria established in Section 9.4. The voting may be done in person or by proxy at a meeting duly called for such purpose within ninety (90) days after the notice of the special assessment. A written notice of the meeting shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

In addition, a special assessment shall be levied on a property owner for the purpose of defraying the cost of any construction, reconstruction, repair, or replacement of a capital improvement, inclusive of landscaping and sidewalks within the Common Areas if the actions of that property owner or an employee of such causes damage during the construction, reconstruction, or repair of that Owner's property or premises.

8.9 Due Date of Assessments

1. The obligation to pay annual assessments provided herein shall commence on July 1, 2001 and be paid monthly until October 1, 2001 when the annual assessment shall be due and payable and delinquent if not paid by October 30, 2001 and for each year thereafter. Annual assessments shall be due and payable on an annual basis unless otherwise designated by the Association. If monthly payments are requested in writing by a landowner, the Association may agree to accept monthly payments provided a minimum 3-month prepayment is provided prior to the start of monthly payments.
2. The due date of any special assessment shall be as fixed by the Association in the notice of special assessment sent to the Owners.

8.10 Apportionment of Assessment.

Any annual or special assessment shall be allocated pro rata among the Owners in accordance with the amount of acreage owned. An Owner's share of the assessment shall be determined by multiplying the total amount of the assessment by a fraction having as its numerator the acreage owned by that Owner within the Property and having as its denominator the total acreage located within the Property.

8.11 Owner's Personal Obligation for Payment of Assessments

The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. Owner is exempt from personal liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the Property shall be obligated to pay interest at the annual interest rate stated below on the amount of the assessment from the due date thereof. In addition, the Owner shall pay all costs and expenses of collection, including reasonable attorneys' fees. The Association shall have the right to bring suit against the: Owner to recover a money judgment for ~ these amounts (i.e. the assessment plus Interest, costs and reasonable attorneys' fees) without foreclosing or waiving the liens securing the same. The annual interest rate shall be a rate equal to three percent (3%) over the prime interest rate, from the due date until paid, but not to exceed the maximum rate of interest that the Association may lawfully charge.

8.12 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 place 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 Declaration 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 Lot.
- B. Any Assessments provided for in this Declaration that is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. 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 this Section. 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 judgment is obtained such judgment shall include said interest and a reasonable attorney's fee, together with the 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 nay 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 (30) days after the date a

notice of claim of lien is deposited with the postal authority, certified or registered postage prepaid, to the Owner or said Lot and a copy thereof is recorded by the Association in the Office of the County Clerk of Rockwall County; said notice of claim must recite a good and sufficient legal description of any such 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 (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association an owner of sale asset 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. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

8.13 Subordination of Lien to First Mortgages

The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any lot. 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.

8.14 Management Agreement

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 to each Owner. Any and all management agreements entered into by the

Association shall provide that said management agreement may be cancelled with or without cause and without penalty by either party with thirty (30) days written notice. Any and all management agreements shall be for a term not to exceed one 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.

8.15 Insurance Requirements

The Association through the Property Manager shall obtain insurance policies covering the Areas of Common Responsibility and Open Spaces and covering all damages or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents, including, but not limited to 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.

ARTICLE 9 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

9.1 Membership

Declarant, during the time it owns any lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any lot shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any lot that is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of 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.

9.2 Member in Good Standing

A Member of the Association shall be considered to be a Member in Good Standing and eligible to vote if such Member:

- A. Has, not less than seven (7) days prior to the taking of any vote by the Association fully paid all assessments or other charges levied by the Association then due and payable, as such assessments or charges provided for hereunder.
- B. Does not have a lien filed by the Association against its Property; and
- C. Has discharged other obligations to the Association as may be required of Members hereunder.

The Board shall have sole responsibility and authority for determining the Good Standing status of any Member at any time, and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, in its sole discretion, to waive the seven (7) days prior payment requirement established herein and require only that such payment be made at any time before such vote is taken. If the Board shall determine, in its own judgment, that extenuating circumstances exist which have prevented a particular Member from meeting, any or all of the three (3) requirements stated herein at or before seven (7) days in advance of any vote. Any member not conforming to the provisions of this Section shall be declared by the Board to be not a Member in Good Standing and unless the time requirements required hereunder is specifically waived by the Board in writing prior to any particular vote being taken, shall be disqualified from voting on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

9.3 Management of Association

The Association shall be incorporated as a non-profit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

9.4 Membership Voting

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

- A. CLASS A. The Class A Members shall be all Owners with exception of the Declarant. After the Conversion Date, Declarant shall also become a Class A Member to the extent Declarant is the Owner of a Building Site or Sites.
- B. CLASS B. The Class B Member shall be the Declarant. The Class B membership of the Declarant shall cease and become converted to Class A membership upon the occurrence of the earlier of the following (the "Conversion Date"):
 - a. When Declarant has sold its interest in 75% of the Total Net Acreage to unrelated third parties; or
 - b. Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

Until the Conversion Date, the Class A Members shall not be entitled to vote (except as provided for the levying of Special Assessments under Article 8, Section 4 8.8 and amendments to this Declaration under Article 9). The Class B Member shall be entitled to one (1) vote per net acre of land in which it holds the interest required for membership.

9.5 Meetings and Election of Board Members

From and after the Conversion Date (and at any time with respect to votes pertaining to Special Assessments and amendments to this Declaration under Article 9), each

Owner shall have one (1) vote per net acre of land in which it holds the interest required for membership.

There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

9.6 Duties and Powers of Board

Through the Board, the Association shall have the following powers and duties:

- A. To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- B. To enforce this Declaration, the bylaws, its rules and regulations.
- C. To elect officers of the Board and select members of the Design Review Committee when the power devolves to the Board.
- D. To delegate its powers to committees, officers or employees.
- E. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at it's annual meeting.
- F. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- G. To establish and collect special assessments for capital improvements or other purposes; to file liens against unit owners because of nonpayment of Assessments duly levied and to foreclose on those liens.
- H. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- I. To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- J. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- K. To hold regular meetings of the Board at least once per calendar quarter.
- L. To manage and maintain all of the Common Areas in a state of high quality and in good repair.

- M. To pay taxes and assessments that are, or could become a lien on the Common Area.
- N. To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

9.7 Amendments by Declarant

Until the Conversion Date, Declarant shall have the power and right to make amendments to this Declaration subject to the following limitations:

- A. No such amendment by Declarant shall alter the assessment or voting procedures set forth herein without the written consent of the Class A members entitled to cast 66.66% of the votes of the Association as evidenced by a document in writing bearing each of their signatures.
- B. No such amendment shall restrict or adversely affect the rights of any lender holding a superior lien on a Building Site without the written consent of such lender being obtained.
- C. With respect to any Building Site no longer owned by Declarant at the time of such amendment, the written consent of the Owner of such Building Site shall be obtained in the case of any amendment which would prohibit or restrict a use on such Building Site which is permitted under these Declarations or which use had theretofore been approved in writing by Declarant.

Any and all amendments by Declarant shall become effective when an instrument is recorded of record in the Office of the County Clerk of Rockwall County, Texas, or such other place as may be required by law at the time of such recording, with the signature of the Declarant, and, if required, any Members of the Association as the case may be.

9.8 Amendments by Members

This Declaration may also be amended in whole or in part by the Class A Members by the written agreement of the Class A members of the Association entitled to cast 66.66% of the votes of the Association as evidenced by a document in writing bearing each of their signatures with such document to be effective when recorded in the Office of the County Clerk of Rockwall County, Texas, or other place as may be required by law at the time such document is recorded. Any amendment prior to the Conversion Date shall also require the written consent of Declarant to be recorded with the amendment. Any amendment changing or restricting the permitted use of a Building Site or subdivided portion thereof shall also require written consent of the Owner of such Building Site or portion thereof to be recorded with the amendment.

ARTICLE 10 GENERAL PROVISIONS

10.1 Enforcement

The Declarant or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by these Declarations. Failure to enforce any covenants or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

10.2 Severability

Invalidation of anyone 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.

10.3 Covenants Running With the Land

The easements, restrictions, covenants, and conditions are for the purposes of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each lot and each lot Owner.

10.4 Duration and Amendment

The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for such periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. An instrument signed by more than 75 percent of the Owners may amend the covenants, conditions and restrictions of this declaration. Neither any amendment nor any termination shall be effective unless approved in writing by the Board of Directors of the REDC or its successor and recorded in the deed records of Rockwall County, Texas, and all requisite governmental approvals, if any have been obtained.

10.5 Attorney's Fees

If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

10.6 Liberal Interpretation

This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 20th day of May, 1999, at Rockwall Texas.

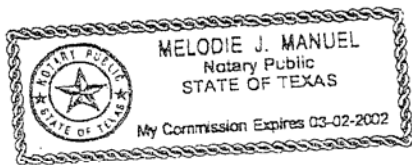
ROCKWALL ECONOMIC DEVELOPMENT CORPORATION

By: Larry O. Parks
PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on the 20th day of May, 1999 by Larry Parks, President of Rockwall Economic Development Corporation, a non-profit corporation, on behalf of said corporation.



Melodie J. Manuel
Notary Public, State of Texas

My Commission expires: 3/2/00

**EXHIBIT A
LEGAL DESCRIPTION**

WHEREAS Rockwall Economic Development Corporation, is the owner of a 146.93 acre tract of land located in the J.M. Allen Survey, Abstract No.2, city of Rockwall, Rockwall County, State of Texas, according to deed recorded in Volume 01410, Page 00247, deed Records, Rockwall County, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod in the northeast corner of said 146.93-acre tract of land lying on the west right-of-way line of Farm to Market Road No. 549. Said point also being at the southeast corner of a tract of land conveyed to F .D. Hitt as recorded In Volume 42, Page 569; Deed Records Rockwall County, Texas;

THENCE S 01°12'28" E, 1,270.88 feet along the east property line of said 146.93 acre REDC tract being the west right-of-way line of said FM No.549 to a 1/2 inch iron rod;

THENCE S 02°06'33" E, 855.28 feet continuing along said east property line and west right-of-way line to a 1/2-inch iron rod;

THENCE S 01°36'55" E, 413.20 feet along said common line to a 1/2-inch iron rod located at the beginning of a flare of said west right-of-way line, FM No.549 to the northerly right-of-way line of State Highway No.276;

THENCE S 42°16'22" W, 138.52 feet along said right-of-way flare to a 1/2-inch iron rod located at the most southerly southeast corner of said REDC tract lying on the north right-of-way line of said State Highway 276;

THENCE S 89°12'27" W, 2,328.03 feet along the south line of said 146.93 acre REDC tract and the north right-of-way line SH NO.276 to a 1/2-inch iron rod located at the southwest corner of said REDC tract, also being the southeast corner of a tract of land conveyed to Allen D. Anderson recorded Volume 1093, Page 191, Deed Records, Rockwall County, Texas;

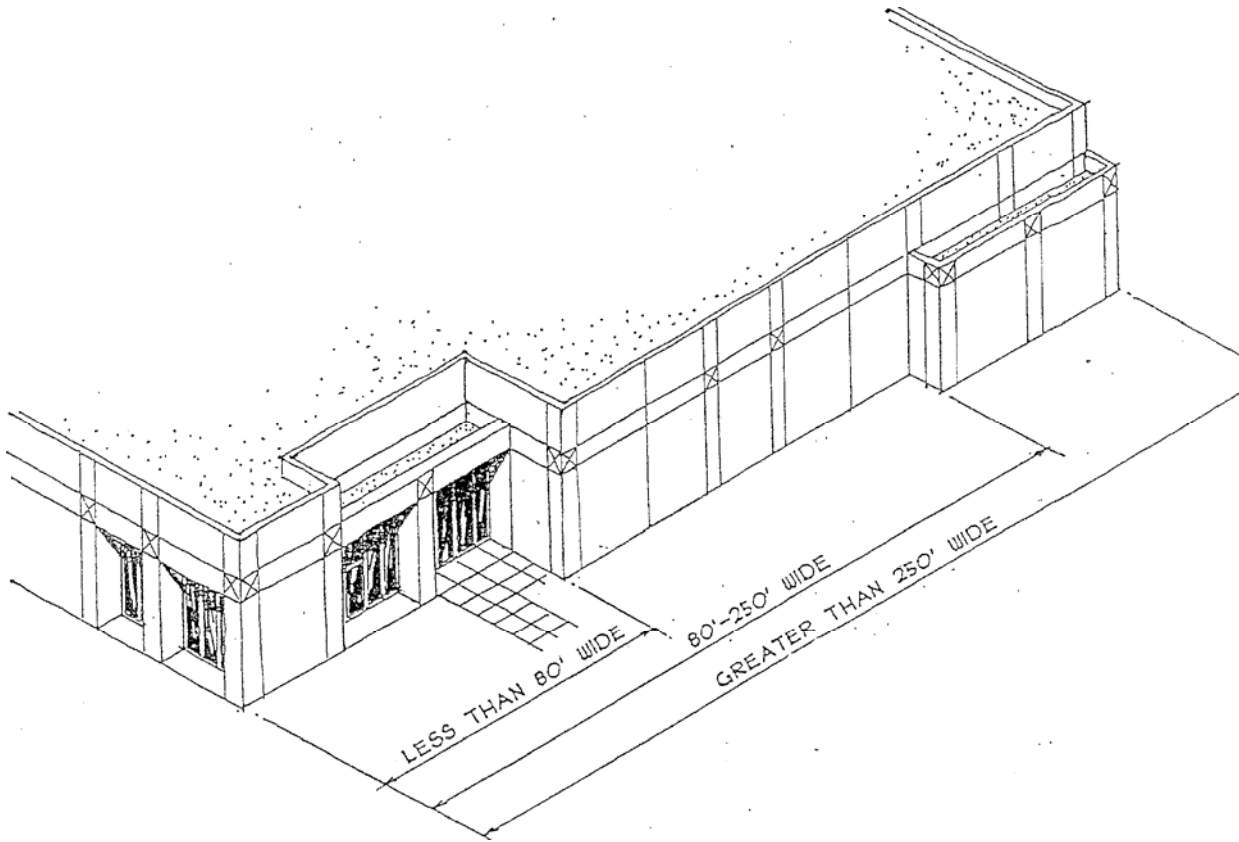
THENCE N 01°33'29" W, passing at 287.75 feet a 1/2-inch iron rod located at the northeast corner of said tract to Allen D. Anderson, being the most easterly southeast corner of a tract of land conveyed to Flexible Investment, Inc. as recorded in Volume 1275, Page 123, Deed Records, Rockwall County, Texas, 2,653.04 feet in all to a 1/2-inch iron rod at the northwest corner of said REDC tract lying on the south line of aforesaid F. D. Hitt tract;

THENCE N 89°30'15" E, 2,423.30 feet along the north line of said REDC tract south line of F.D. Hitt tract to THE POINT OF BEGINNING and containing 146.93 acres (6,400,250 square feet) of land.

EXHIBIT B APPENDIX

Exhibit B Appendix

fig. 1-3 4/5



OFFSET DIAGRAM FOR BUILDING WALL FACING A PUBLIC STREET

Exhibit B Appendix

fig. 2-3.5

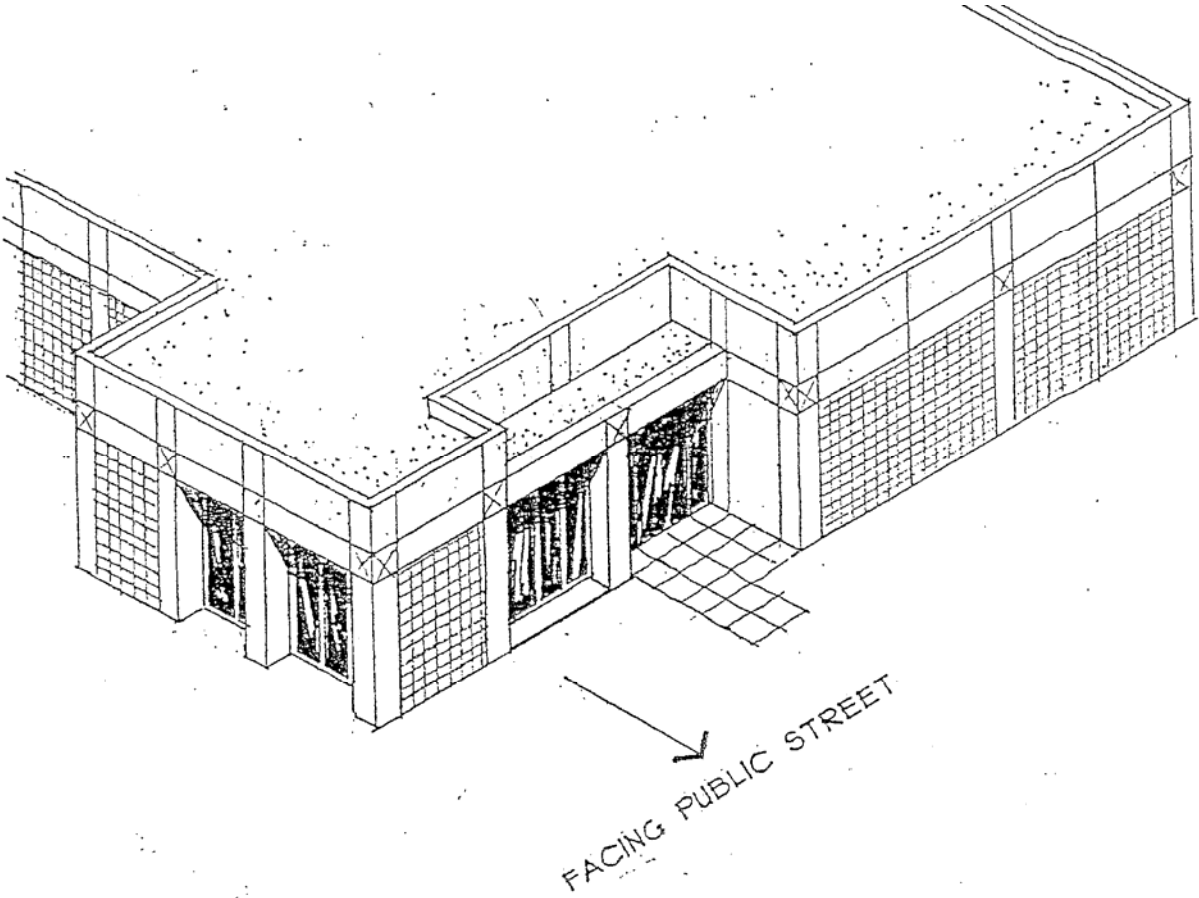


Exhibit B Appendix

fig. 3-4.4

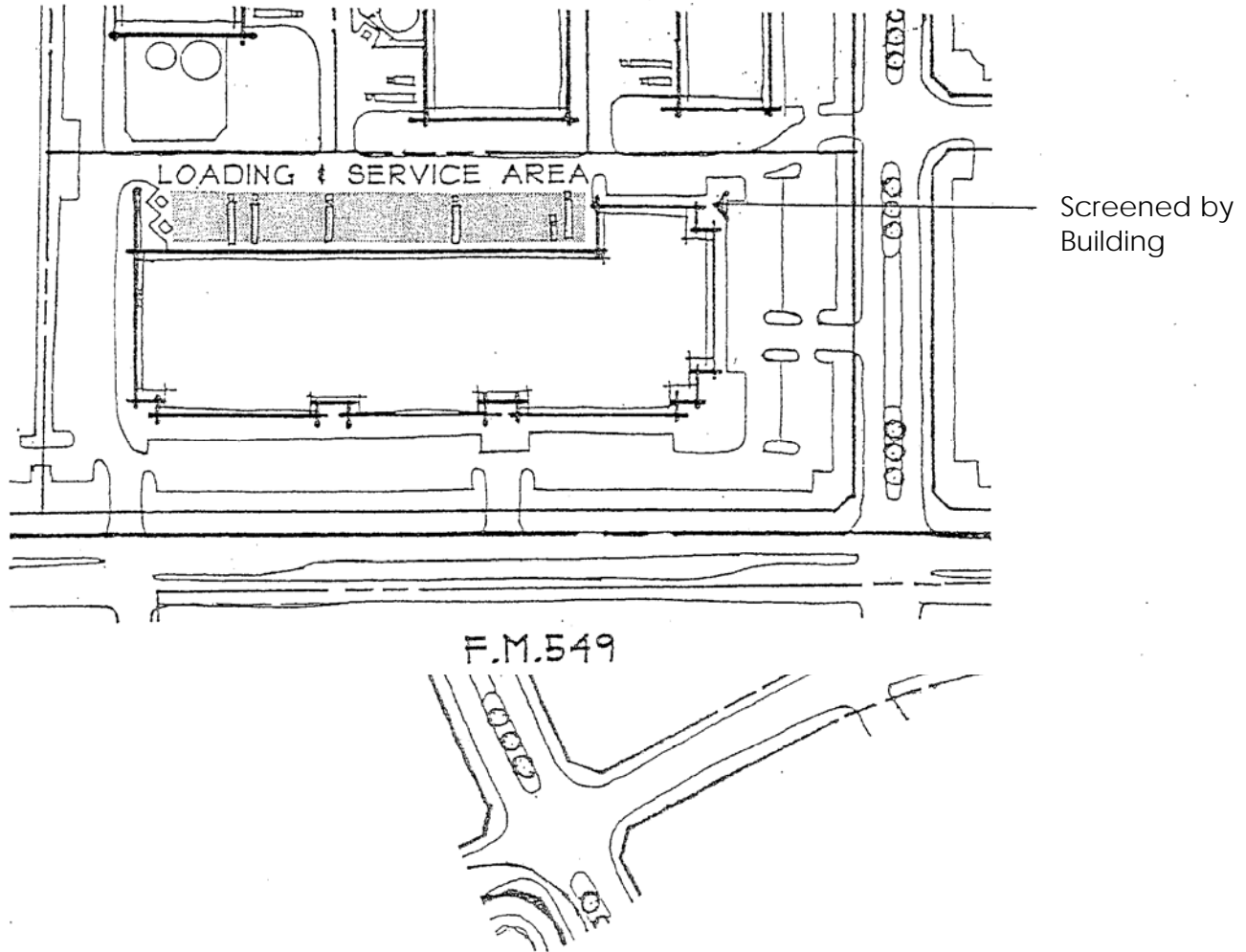


Exhibit B Appendix

fig. 4-4.4

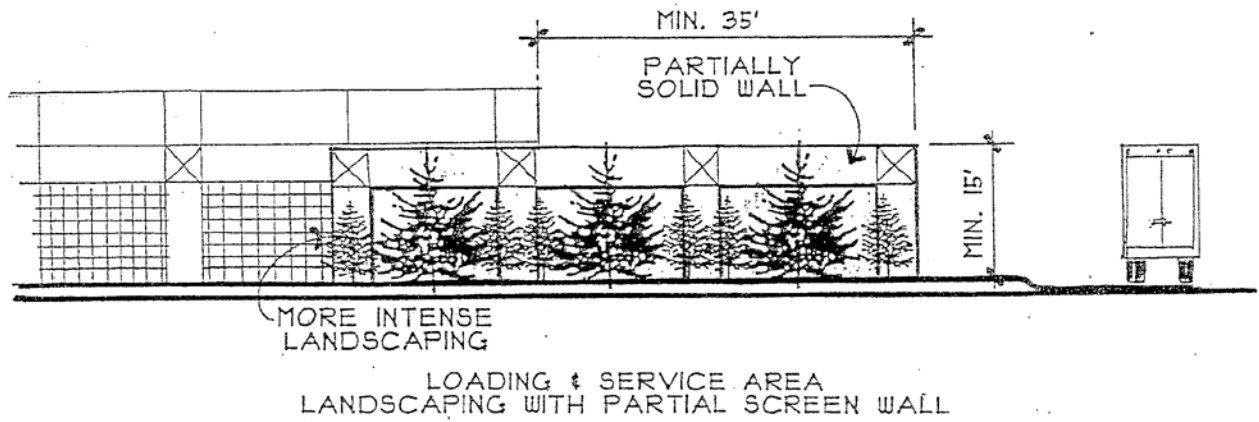
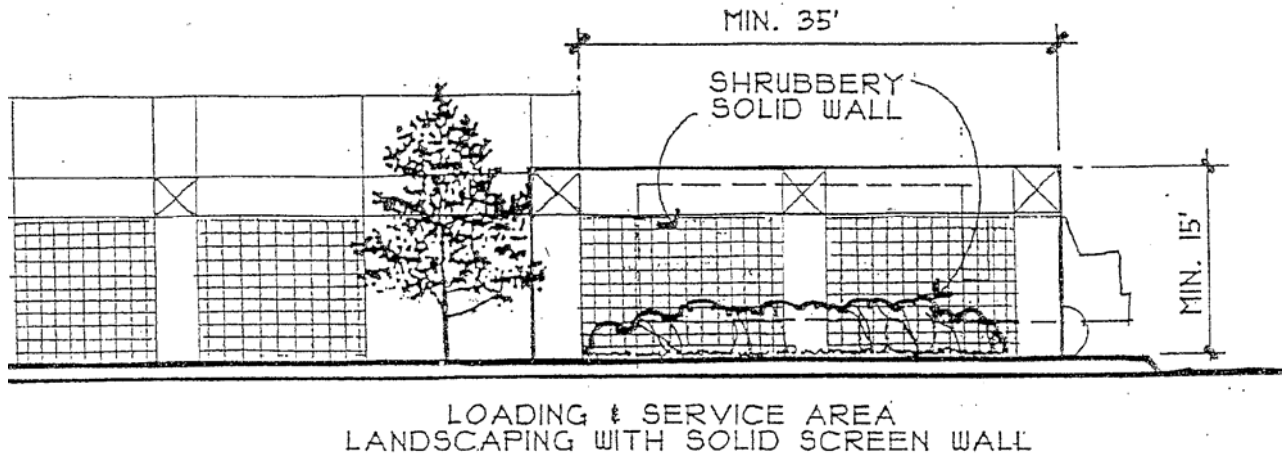


Exhibit B Appendix

fig. 5-4.5/4

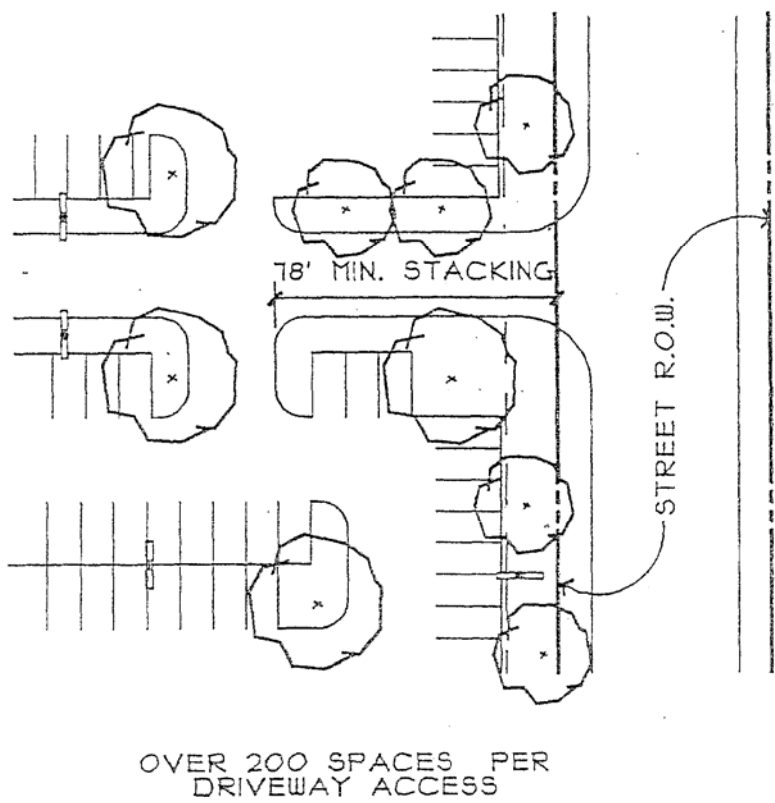
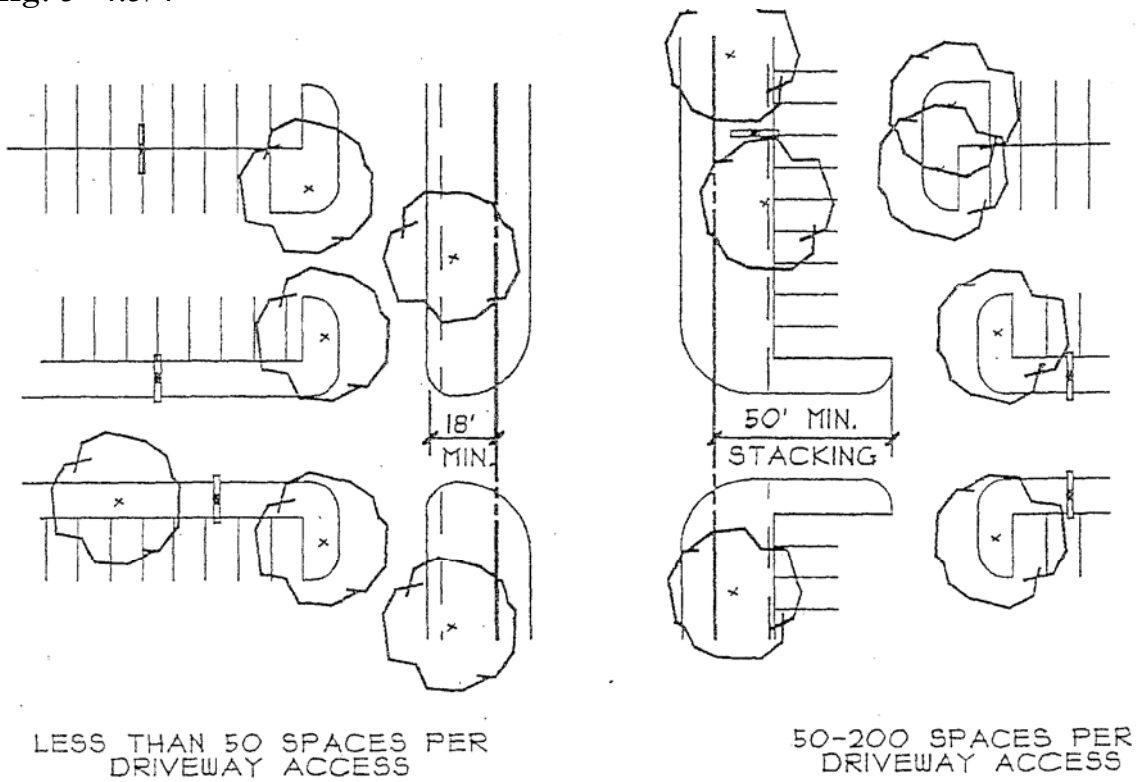


Exhibit B Appendix

fig. 6-4.5/5

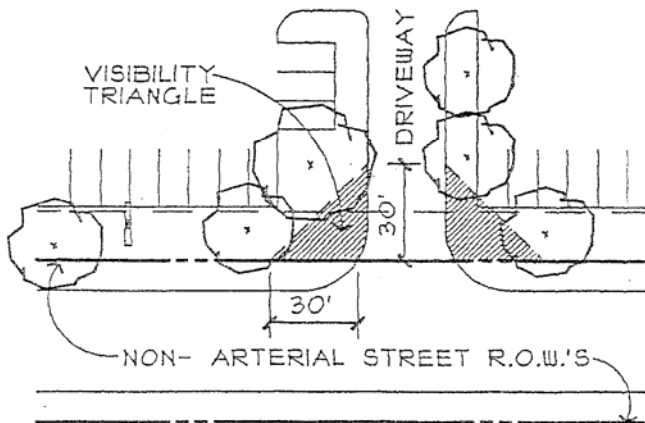
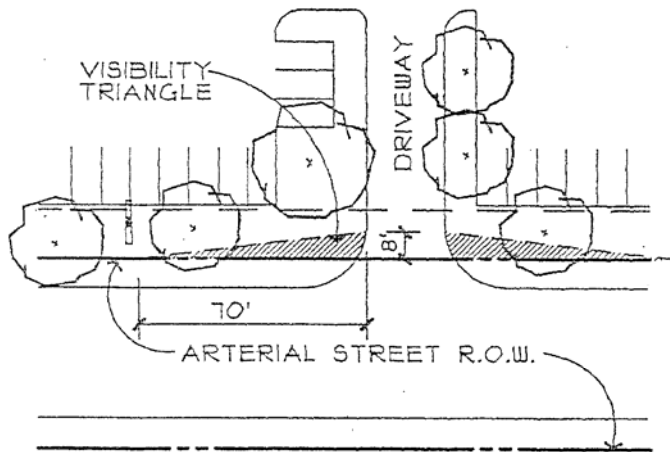
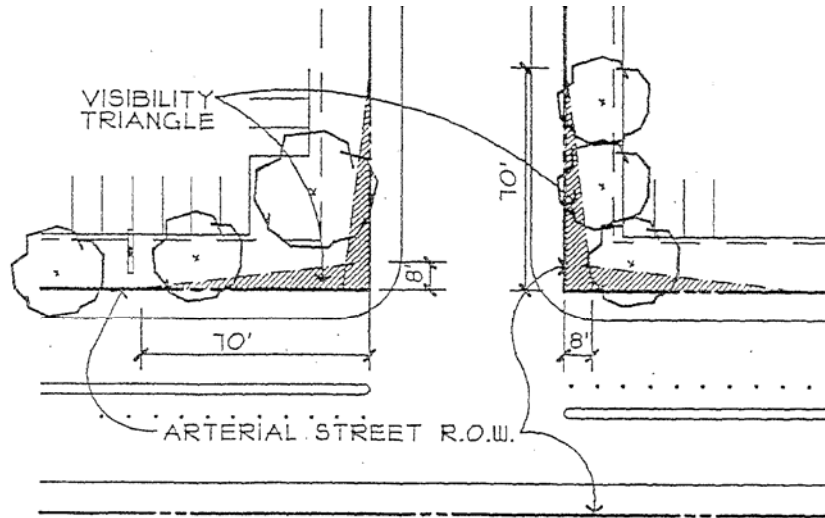
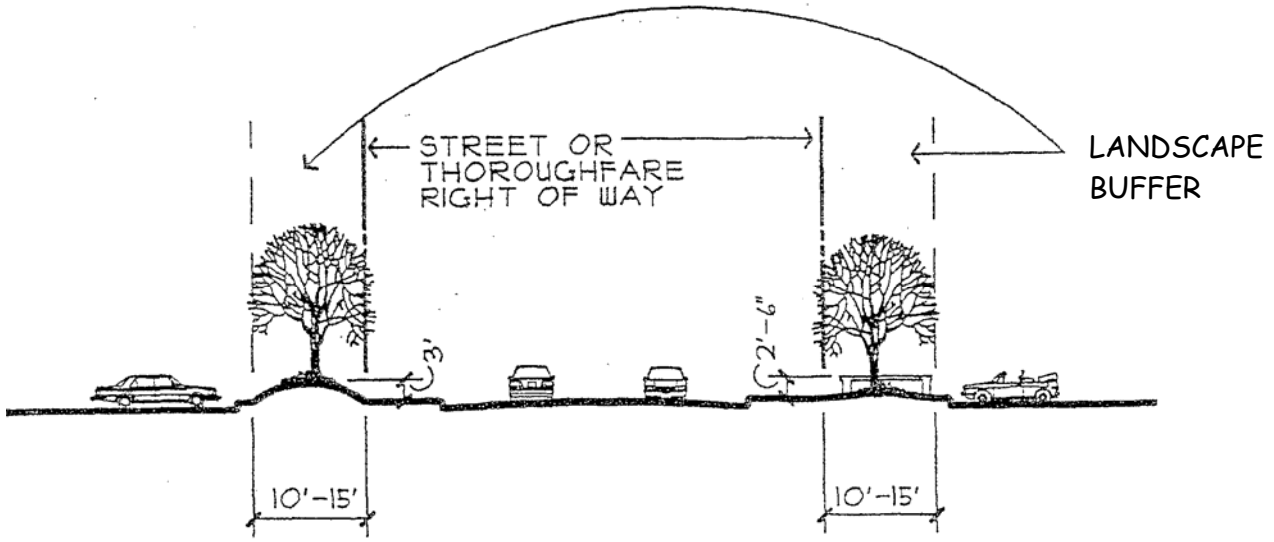
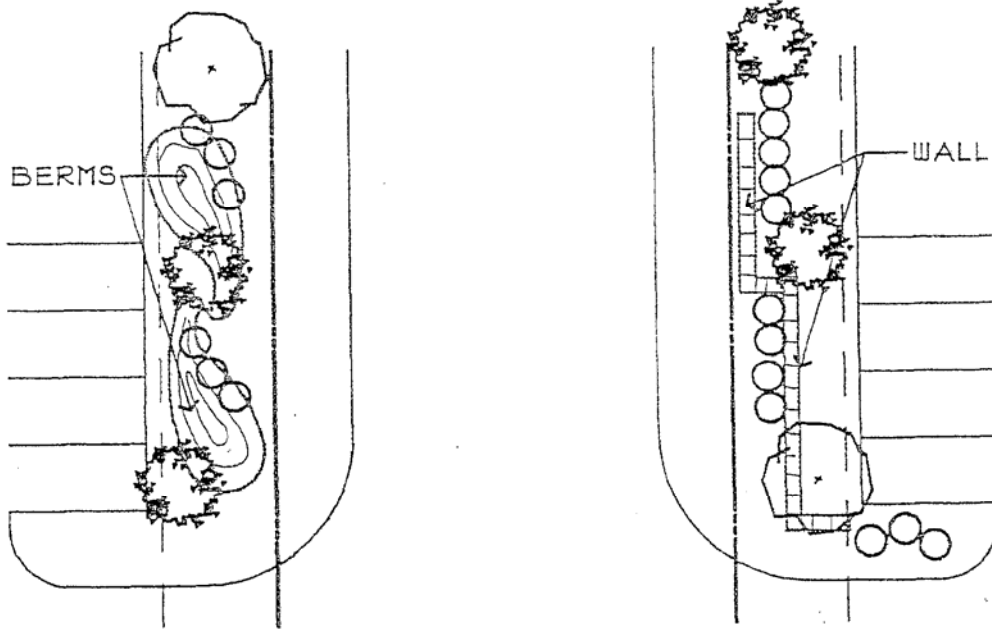


Exhibit B Appendix

fig. 7-5.2/A



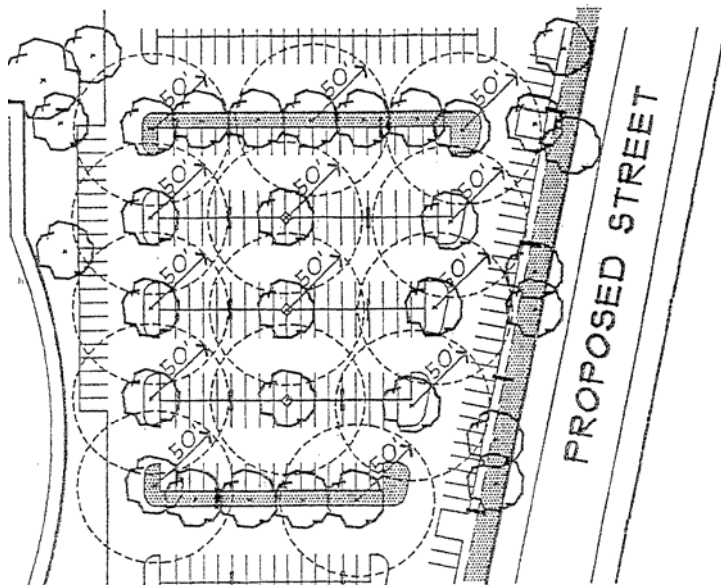
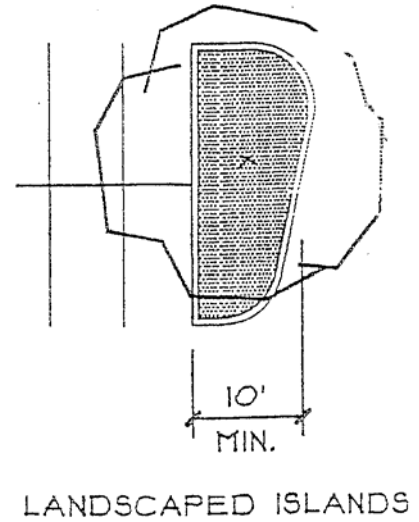
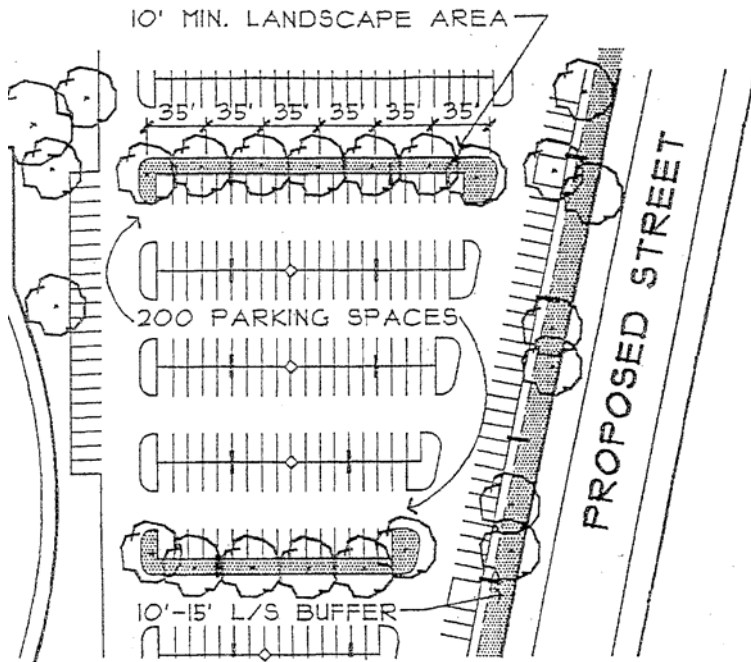
SECTION



PLAN VIEW

Exhibit B Appendix

fig. 8-5.2/B



0258586

STATE OF TEXAS)
COUNTY OF ROCKWALL)

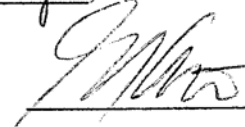
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park recorded in Vol. _____, Page _____ of the Plat Records, Rockwall County, Texas, is hereby amended in Section 5.3(1) to include the screening of electric transformers.

In order to protect the value and desirability of the said property, the Board of Directors of the Rockwall Economic Development Corporation desires to subject the property to said amended covenants, and restrictions, so that all the property shall be held transferred, sold, conveyed, mortgaged, encumbered, and occupied in accordance therewith.

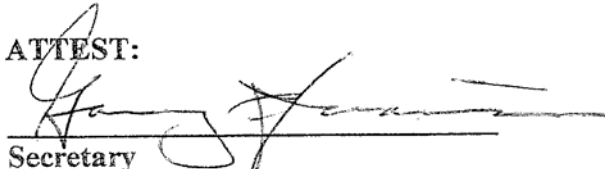
This amendment shall be filed for record in the Plat Records, Rockwall County, Texas.

EXECUTED this 9th day of May, 2002



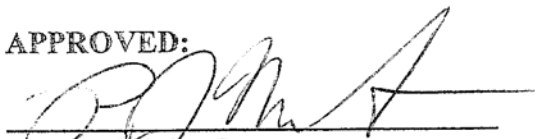
President
Rockwall Economic
Development Corporation

ATTEST:



Secretary

APPROVED:



Pamela J. Mundo
Executive Director

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Filed for Record in:
Rockwall County

On: Jun 26, 2002 at 02:41PM

As a
Recordings

Document Number: 0258586

Amount 11.00

Receipt Number - 79314
By,
Sherri Smith

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.

Jun 26, 2002

Honorable Paulette Burks,, County Clerk
Rockwall County



to Box 968
Rockwall

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.

0258587

STATE OF TEXAS)
COUNTY OF ROCKWALL)

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK**

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology park recorded in Vol. _____, Page _____ of the Plat Records, Rockwall County, Texas, is hereby amended to include Phase II, 76 +/- acres owned by Declarant and more particularly described in the hereto attached Exhibit "A."

In order to protect the value and desirability of the said property, the Board of Directors of the Rockwall Economic Development Corporation desires to subject the property to said covenants, conditions, and restrictions, so that all the property shall be held transferred, sold, conveyed, mortgaged, encumbered, and occupied in accordance therewith.

This Amendment shall be filed for record in the Deed Records, Rockwall County, Texas.

EXECUTED this 9th day of May, 2002.

President
Rockwall Economic Development Corporation

ATTEST:

[Signature]
Secretary

APPROVED:

[Signature]
Pamela J. Mundo
Executive Director



EXHIBIT "A"
LEGAL DESCRIPTION

Being a tract of land in the J.B. Jones Survey, Abstract No. 125, and the J.A. Ramsey Survey, Abstract No. 186, Rockwall County, Texas, and being a part of a called 80.0 acre tract of land as described in a Deed recorded in Volume 764, Page 58, Deed Records of Rockwall County, Texas (D.R.R.C.T.), and being more particularly described as follows:

Beginning at a 1/2" iron rod found in the east line of said 80.0 acre tract, the north right-of-way line of Springer Road (F.M. Highway No. 1142), and being the southwest corner of a called 90.442 acre tract of land as described in a Deed recorded in Volume 1061, Page 213, D.R.R.C.T.;

Thence S 88°36'19" W along the north right-of-way line of said Springer Road, 2630.87 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc. Inc." in the east right-of-way line of F.M. Highway No. 549, from which a 1/2" iron rod found with a cap stamped "E.C. & D. R.P.L.S. 4084" bears S 71°29'44" E 1.42 feet;

Thence N 02°06'33" W along the east right-of-way line of said F.M. Highway No. 549, 701.23 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc. Inc.", being an angle point in said east right-of-way line;

Thence, continuing along the east right-of-way line of said F.M. Highway No. 549, N 01°12'28" W, 552.17 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc. Inc." in the north-lin of said 80.0 acre tract and the south line of a called 52.5 acre tract of land as described in a Deed recorded in Volume 1875, Page 235, D.R.R.C.T., from which a 1/2" iron rod found with a cap stamped "E.C. & D. R.P.L.S. 4084" bears S 88°24'29" W 1.17 feet;

Thence N 88°24'29" E along the north line of said 80.0 acre tract, the south line of said 52.5 acre tract, and the south line of a called 128.82 acre tract of land as described in a Deed recorded in Volume 1279, Page 013, D.R.R.C.T., 2631.13 feet to a 5/8" iron rod found by a fence corner in the west line of said 90.442 acre tract, and being the northeast corner of said 80.0 acre tract;

Thence S 01°41'55" E, along the east line of said 80.0 acre tract and the west line of said 90.442 acre tract, 1262.43 feet to the point of beginning and containing 76.046 acres (3,312,552 square feet) of land.

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Filed for Record in:
Rockwall County

On: Jun 26, 2002 at 02:41PM

As a
Recording

Document Number: 0258587

Amount 13.00

Receipt Number - 79314

By,
Sherri Smith

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.

Jun 26, 2002

Honorable Paulette Burks, County Clerk
Rockwall County

PO Box 968
Rwall

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

STATE OF TEXAS)
COUNTY OF ROCKWALL)

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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK**

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park recorded in Vol. 1650, Page 62 of the Plat Records, Rockwall County, Texas, is hereby amended to add Section 3.7 Utilities to require "all utilities, including but not limited to the lines and conduits relating thereto, shall be installed and maintained underground unless otherwise approved in writing by the Committee."

In order to protect the value and desirability of the said property, the Board of Directors of the Rockwall Economic Development Corporation desires to subject the property to said added covenants and restrictions, so that all the property shall be held transferred, sold, conveyed, mortgaged, encumbered, and occupied in accordance therewith.

This amendment shall be filed for record in the Plat Records, Rockwall County, Texas.

EXECUTED this 6th day of February 2003.

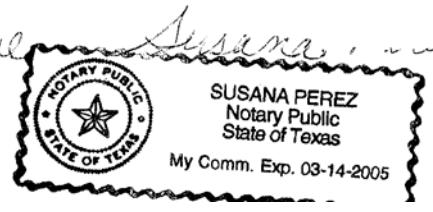
Gael Busta
President
Rockwall Economic Development Corporation

ATTEST:
[Signature]
Secretary

APPROVED:
[Signature]
Pamela J. Mundo
Executive Director



*subscribed and sworn to before me
this 24th day of February, 2003.*



2003 OCT 9 10 51 AM

STATE OF TEXAS)
COUNTY OF ROCKWALL)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWALL TECHNOLOGY PARK

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park recorded in Vol. 1650, Page 62 of the Plat Records, Rockwall County, Texas, in Section 6.2 Signs is hereby amended to delete the phrase "only one (1) sign shall be permitted for each occupant" and add the following conditions and restrictions:

"Single Occupant Building

One monument sign or building sign per 50,000 sq. ft. of building area or total building area if less than 50,000 sq. ft.

Multi Occupant Building

One multi-name monument sign or single-name sign identifying the building per 50,000 sq. ft. of building area or total building area if less than 50,000 sq. ft.

Individual tenant occupants can be identified at doorway entrances by lettering in conformance with City ordinance. Lettering must have a minimum height of 4 inches and a maximum height not to exceed 6 inches."

In order to protect the value and desirability of the said property, the Board of Directors of the Rockwall Economic Development Corporation desires to subject the property to said added covenants and restrictions, so that all the property shall be held transferred, sold, conveyed, mortgaged, encumbered, and occupied in accordance therewith.

This amendment shall be filed for record in the Plat Records, Rockwall County, Texas.

EXECUTED this 9th day of October, 2003.

Gene Bustin

Chairman
Rockwall Economic Development Corporation

ATTEST:

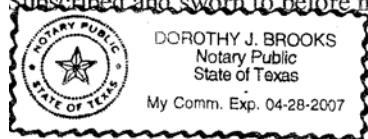
Carl Jackson
Carl Jackson, Secretary

APPROVED:

J. Gregory Nixon
J. Gregory Nixon, President



Subscribed and sworn to before me



djb

on this 4th day of November, 2003.

Dorothy J. Brooks
Notary Public

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Filed for Record in:
Rockwall County

On: Nov 07, 2003 at 03:00P

As a
Recordings

Document Number: 00292682

Amount 15.00

Receipt Number - 145753

By:
PEGGY

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.

Nov 07, 2003

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.

hand
Rockwall Economic Dev Corp
P.O. Box 968
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STATE OF TEXAS)
COUNTY OF ROCKWALL)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWALL TECHNOLOGY PARK

These Amendments to the Declaration of Covenants, Conditions, and Restrictions for the Rockwall Technology Park, originally filed at Volume 1650, Page 62, of the Rockwall County Deed Records on June 14, 1999, and as amended on May 23, 2001, at Volume 2152, Page 90; on July 18, 2002, at Volume 2574, Page 278; on July 18, 2002, at Volume 2574, Page 280; on February 6, 2003, at Volume 2878, Page 320; and on November 7, 2003, at Volume 3286, Page 105, are as contained herein:

WHEREAS, in order to protect the value and desirability of the property in the Rockwall Technology Park, the Covenants, Conditions, and Restrictions applicable to the Park are hereby amended as follows to maintain high quality development standards and to respond to changing circumstances in the Park's development:

**ARTICLE 1
DEFINITIONS**

Change R. Masonry to read:

An exterior façade material such as brick, stone, rock, concrete, custom concrete masonry units (normal or heavy weight blocks with an integral color that is sandblasted, burnished, or has a textured face), marble, and glass block. Hollow clay tile or standard lightweight concrete block shall be allowed for no more than 10% of any one façade.

**ARTICLE 2
ALLOWED USES**

Remove the following allowed uses:

- 2.1 (12) Temporary sale of Christmas trees is stricken.
- 2.2 (10) Temporary sale of Christmas trees is stricken.
- 2.3 (9) Temporary sale of Christmas trees is stricken.

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**ARTICLE 3
DEVELOPMENT STANDARDS**

3.3 Lot Coverage

Change paragraph to read:

The Committee will consider Lot coverage on an individual basis when a site plan is submitted for approval. In no instance however, shall the Committee allow a lot coverage that is less restrictive than that governed by the City. Site plans will be reviewed to assure that there is adequate space for access, parking, off-street loading, internal circulation, landscaping, stormwater detention facilities, and utility easements as well as for protection and insulation from noise and vibration in relation to adjacent sites.

3.6 Building Materials

Change 2nd paragraph to read:

Windows and glass shall not comprise more than 80% of any building elevation. Windows and glass should however, be incorporated into the design of a building. Windows and/ or glass shall not have a reflectivity of greater than 40%.

Change 7th paragraph to read:

Unpainted metal, galvanized metal or metal subject to ordinary rusting shall not be used as a primary building material. Galvanized metal may be used as an architectural design feature for a building façade. Metals that develop an ‘attractive’ oxidized finish, such as copper or weathered steel, may be appropriate as decorative building materials.

**ARTICLE 4
PARKING AREAS, LOADING AREAS, AND DRIVES**

4.2 Parking Areas:

Change 1st paragraph

Limited parking, not to exceed 55% of the total required parking spaces may be located in any one front yard of any lot.

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4.5 Driveways

Change 1st paragraph to read:

1. Unless otherwise approved in writing by the Committee, no driveway approach shall be permitted within 50 feet of a street intersection, measured from the projected face of the intersecting street curb to the point of curvature of the driveway radius. Nor shall it be so close to a property line than an adjoining property owner would be unable to have similar access to his property. In no case will curb cuts be allowed in locations that conflict with (1) sump drainage inlets, (2) existing landscape pods in Discovery Blvd., or (3) that may cause an unsafe vehicular movement entering or exiting a driveway.

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Change 3rd paragraph to read:

3. Driveway width shall be as follows:
 - a. Driveways for automobile parking areas shall have a minimum width of 24 feet “face of curb to face of curb” and a curb return having a minimum radius of fifteen (15) feet.
 - b. Driveways for truck loading areas shall have a minimum width of 35 feet “face of curb to face of curb” and a maximum width of 45 feet with curb returns have a radius such that no part of the cab’s wheels or trailer wheels can drag across the curb.

**ARTICLE 5
LANDSCAPING AND SCREENING**

5.2 Landscaping

Change paragraphs to read:

A. Minimum Percentage

A minimum of ten (10) percent of each platted lot/site shall be landscaped according to the requirements set forth below. Areas designated or used as detention ponds, swales, or any stormwater facility will not be included as landscaped areas. The Design Review Committee may require additional landscaped screening for detention facilities. Landscaped areas, for the purposes of this section, shall include all outside plantable ground surface including buffers, parking lot landscaping, and other required landscaped areas. It shall not include areas inside buildings or any paved or hard surface area such as walks, drives, parking areas, and hard surfaced recreation areas. All landscaped areas

will be planted with trees, shrubs, grass/or other living ground cover. Up to 10% of the minimum 10% landscaping required for each lot can be "hardscape" including pattern concrete plazas, fountains, reflecting pools and flagpoles.

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Add paragraph 4 under A. Minimum Percentage:

The Design Review Committee encourages landscaping plans for areas adjacent to right-of-ways to consider groupings of trees and bushes, as opposed to trees at certain intervals, which give a "picket fence" look.

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B. Interior Parking Lot Landscaping

Change paragraph to read:

5. A raised six (6) inch concrete curb shall protect all landscaped areas. If vehicles overhang the required landscaping areas, the areas will be expanded by two (2) additional feet 'wherever vehicles are overhanging' to allow for said overhang. This overhang area shall be covered with mulch, stone, gravel, concrete, or other non-plant material.

**ARTICLE 6
MISCELLANEOUS DEVELOPMENT RESTRICTIONS**

6.2 Signs

Change paragraph to read:

6. The address of every building will be provided on the front façade. The address will be in numbers using the "Helvetica Medium" type style, a minimum of 24 inches tall, and displayed so that they are consistent with the materials and colors of the architecture of the main building(s), unless approved in writing by the Committee.

**ARTICLE 7
DESIGN REVIEW COMMITTEE**

7.1 Designation of Committee

Change paragraph to read:

The Association shall have a Design Review Committee (the 'Committee'), which shall consist of the following members:

1. Two representatives of landowners.
2. One voting member of the REDC Board of Directors.
3. The President / CEO of the REDC.

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4. Consultant to the REDC Design Review Committee, as needed.

7.3 Preliminary Site Plan and Building Design Submittal

Add two paragraphs:

The preliminary site plan shall also include preliminary utility layouts and drainage design including detention areas consistent with the Drainage Area Map for the Rockwall Technology Park.

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The Committee or its designated agent will review the plans and specifications and return written comments to the Owner or its designated agent. The developer must resubmit site plans showing that comments from the Design Review Committee and/or designated professional have been addressed.

7.4 Content of Final Plans and Specifications Submittal

Change paragraphs to read:

A. A site plan showing existing grades (with one (1) foot contour intervals), finish grades and the location of all improvements, structures, walks, patios, driveways, fences, and walls. Lot drainage provisions, including any detention/retention areas with calculations, shall be included as well as cut and fill details, if any applicable change in the original lot contours is contemplated. All plans shall have identification of street names, adjacent property owners of record, and metes and bounds description of all property lines.

7.4 F: Exterior elevations of all building elevations, structures, and appurtenances.

7.4 G: Samples of exterior materials, colors, textures, and shapes.

7.4 J: Signs including location, size, shape, color, materials, and finish samples.

Change last paragraph to read:

The Committee or its designated agent shall review the plans and specifications and return written comments to the Owner or its designated agent. Upon the third (3rd) and any subsequent submission of plans and specifications for the same building or development, the Owner or its agent shall reimburse the Committee or its designated agent, for the actual cost of said review and comments thereof as determined by the Committee, Owner or its agent will be billed for the time and expense incurred in the review and statement of charges will accompany the letter of approval, disapproval, or notice of action taken by the Committee.

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**ARTICLE 9
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

9.7 Amendments by Declarant

Change paragraph to read:

C. With respect to any Building Site no longer owned by Declarant at the time of such amendment, the written consent of the Owner of such Building Site shall be obtained in the case of any amendment which would prohibit or restrict a use on such Building Site which is permitted under these Declarations or which use had theretofore been approved in writing by Declarant.

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This **DECLARATION** is executed this 14 day of APRIL, 2004, at Rockwall, Texas.

Rockwall Economic Development Corporation

By: *Gary Martin*
Gary Martin
Chairman – REDC Board

ACKNOWLEDGEMENTS

STATE OF TEXAS)

COUNTY OF ROCKWALL)



BEFORE ME, a notary public in and for said County and State, on this 14 day of April, 2004, personally appeared *Gary L. Martin*, who acknowledge to me that he/she voluntarily signed the aforesaid document for the uses and purposes therein set forth.

WITNESS BY HAND AND SEAL the day and year last above written.



Jeanne K. Adams
Notary Public in and for the State of Texas

(seal)

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Filed for Record in:
Rockwall County

On: Apr 14, 2004 at 10:31A

As a
Recording

Document Number: 00302015

Amount: 26.00

Receipt Number - 115039

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.

Apr 14, 2004

Honorable Paullette 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.

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STATE OF TEXAS)
COUNTY OF ROCKWALL)

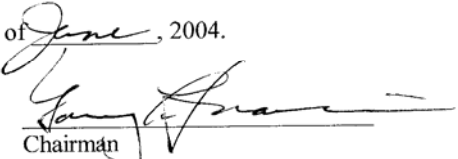
**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK**

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park originally filed on June 14, 1999, Vol. 1650, Page 62 of the Plat Records, Rockwall County, Texas, is hereby amended to revise the allowed uses map of the Rockwall Technology Park (Article 2 Allowed Uses) to include Phase II, Phase III and Phase IV of the Park and show Tract C allowed uses for Phase II, Phase III and Phase IV of the Park.

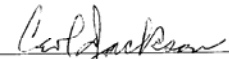
In order to protect the value and desirability of the said property, the Board of Directors of the Rockwall Economic Development Corporation desires to subject the property to said added covenants and restrictions, so that all the property shall be held transferred, sold, conveyed, mortgaged, encumbered, and occupied in accordance therewith.

This amendment shall be filed for record in the Plat Records, Rockwall County, Texas.

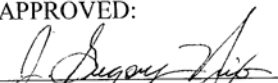
EXECUTED this 3rd day of June, 2004.


Chairman
Rockwall Economic Development Corporation

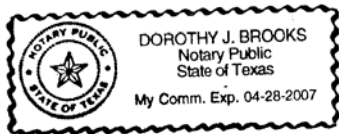
ATTEST:


Vice Chairman
Rockwall Economic Development Corporation

APPROVED:


Gregory Nixon, CEO
President and CEO

Subscribed and sworn to before me on this 3 day of June, 2004.




Notary Public

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Phase IV

LEGAL DESCRIPTION

All that certain lot, tract or parcel of land situated in the R.B. IRVINE SURVEY, ABSTRACT NO. 120 and JOHN H.B. JONES SURVEY, ABSTRACT NO. 125, Rockwall County, Texas, and being a part of that 128.82 acres tract of land as described in a Deed from 97 Industrial, LTD. to Marian Bay Development, Inc., as recorded in Volume 2358, Page 265 of the Real Property Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner at the Southeast corner of said 128.82 acres tract of land, said point being at the Northeast corner of a 76.046 acres tract of land as described in a Warranty deed from Mary S. Ott and David S. Springer, as recorded in Volume 2224, Page 226 of the Real Property Records of Rockwall County, Texas;

THENCE S. 89 deg. 42 min. 18 sec. W. a distance of 1332.85 feet to a 1/2" iron rod found for corner at the Southwest corner of said 128.82 acres tract of land;

THENCE N. 00 deg. 27 min. 17 sec. E. (Controlling bearing line) a distance of 1745.14 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE S. 89 deg. 06 min. 23 sec. E. a distance of 1457.51 feet to a 1/2" iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the East line of said 128.82 acres tract;

THENCE S. 00 deg. 08 min. 21 sec. E. a distance of 100.06 feet to a 5/8" iron rod found for corner;

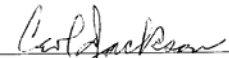
THENCE N. 88 deg. 42 min. 09 sec. W. a distance of 152.73 feet to a 5/8" iron rod found for corner;

THENCE S. 00 deg. 31 min. 37 sec. E. a distance of 426.54 feet to a 3/8" iron rod found for corner;

THENCE S. 00 deg. 29 min. 19 sec. E. a distance of 1192.40 feet to the POINT OF BEGINNING and containing 2,298,223 square feet or 52.76 acres of land.

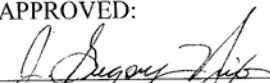
Rockwall Economic Development Corporation

ATTEST:



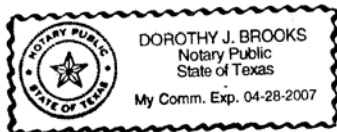
Vice Chairman
Rockwall Economic Development Corporation

APPROVED:



Gregory Nixon, CEO
President and CEO

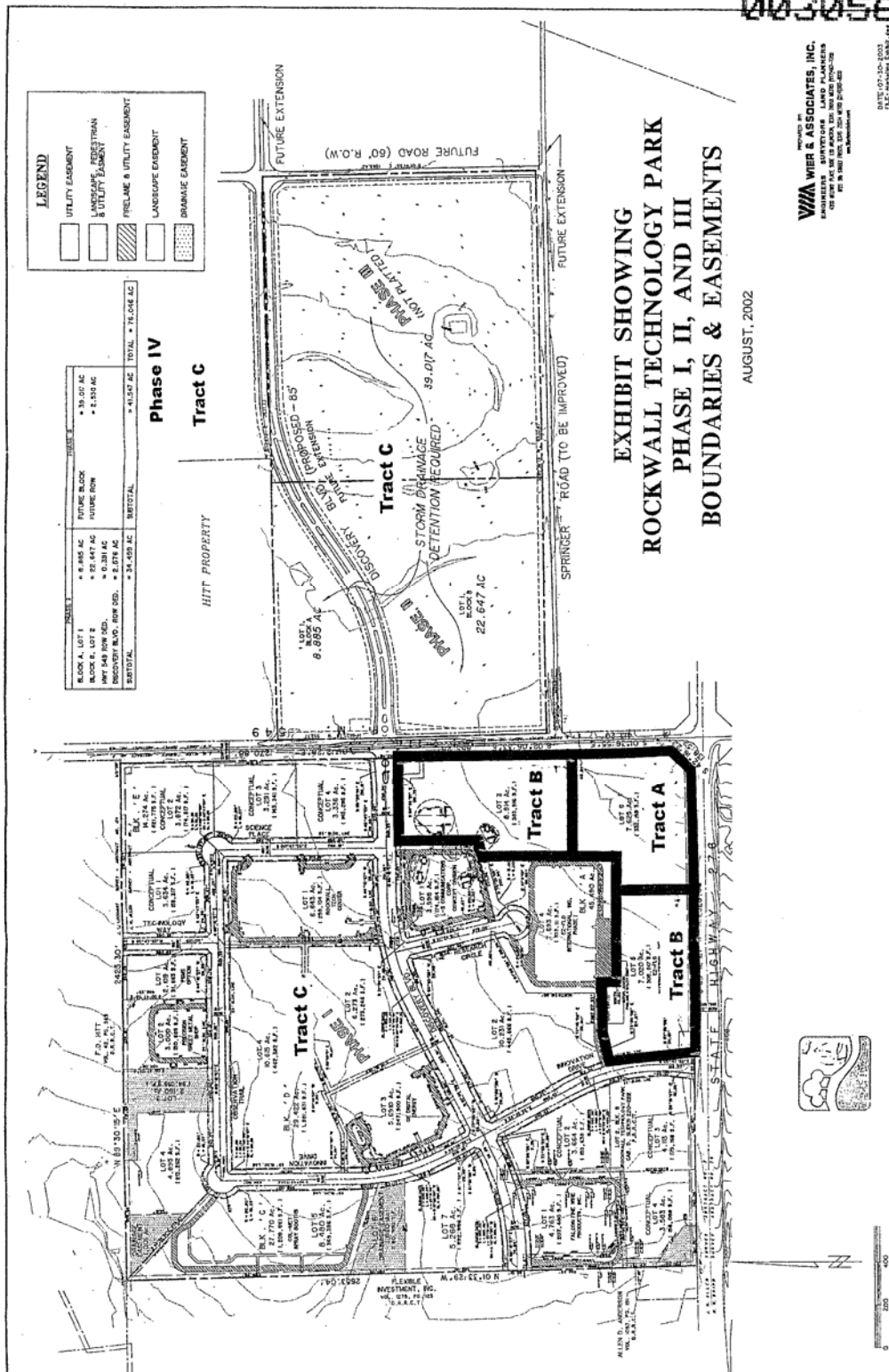
Subscribed and sworn to before me on this 3 day of June, 2004.





Notary Public

00305641



LEGEND

[Symbol]	UTILITY EASEMENT
[Symbol]	LANDSCAPE, FERTILIZATION & UTILITY EASEMENT
[Symbol]	PRELANE & UTILITY EASEMENT
[Symbol]	LANDSCAPE EASEMENT
[Symbol]	DRAINAGE EASEMENT

PHASE I		PHASE II		PHASE III		TOTAL	
BLOCK A, LOT 1	8.195 AC	FUTURE BLOCK	19.100 AC	PHASE III (NOT PLATTED)	99.017 AC	Phase I, II, III	126.312 AC
BLOCK B, LOT 2	22.847 AC	FUTURE ROW	2.535 AC				128.847 AC
IMP 548 ROW STD.	0.281 AC						129.128 AC
DISCOVERY BLVD. ROW STD.	2.078 AC						131.206 AC
SUBTOTAL	23.399 AC	SUBTOTAL	21.635 AC	SUBTOTAL	99.017 AC	TOTAL	174.051 AC

**EXHIBIT SHOWING
ROCKWALL TECHNOLOGY PARK
PHASE I, II, AND III
BOUNDARIES & EASEMENTS**

AUGUST, 2002

WMA WISE & ASSOCIATES, INC.
 1000 W. BAYVIEW BLVD., SUITE 100
 DALLAS, TEXAS 75205
 TEL: (214) 343-2222
 FAX: (214) 343-2222

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Filed for Record in:
Rockwall County

On: Jun 07, 2004 at 04:34P

As a
Recording

Document Number: 00305641

Amount 20.00

Receipt Number - 118321

By:
Blenda

Return:

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.

Jun 07, 2004

Honorable Paulette Buras, County Clerk
Rockwall County



ROCKWALL
ECONOMIC DEVELOPMENT
CORPORATION

Kenneth W. Keeton

Economic Development Project Manager

697 East Interstate 30 • P.O. Box 968
Rockwall, Texas 75087-0968
(972) 772-0025 • fax: (972) 771-8828

e-mail: kkeeton@rockwalledc.com • www.rockwalledc.org

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.

00335573

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STATE OF TEXAS)
COUNTY OF ROCKWALL)

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK

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The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park originally filed on June 14, 1999, Vol. 1650, Page 62 of the Plat Records, Rockwall County, Texas, is hereby amended to require a 75 foot building setback along the east side of FM 549 in Phase II of the Rockwall Technology Park. The setback area along FM 549 is intended to protect the underground utilities, landscaping and proposed North Texas Municipal Water District water line.

In order to protect the value and desirability of the said property, the Board of Directors of the Rockwall Economic Development Corporation desires to subject the property to said added covenants and restrictions, so that all the property shall be held transferred, sold, conveyed, mortgaged, encumbered, and occupied in accordance therewith.

This amendment shall be filed for record in the Plat Records, Rockwall County, Texas.

EXECUTED this 11th day of August, 2005.

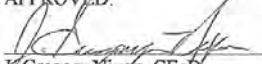

Chairman
Rockwall Economic Development Corporation

ATTEST:

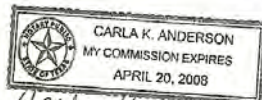

Vice Chairman
Rockwall Economic Development Corporation

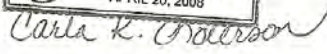


APPROVED:


Gregory Nixon, CEO
President and CEO

Subscribed and sworn to before me on this 11 day of August, 2005.





Rockwall County
Lisa Constant
County Clerk
Rockwall, Texas 75087 (972) 204-6300



Instrument Number: 2009-00410080

Recorded On: January 12, 2009 As Recordings

Parties: ROCKWALL TECHNOLOGY PARK
To PUBLIC

Billable Pages: 2
Number of Pages: 2

Comment: AMENDMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings 16.00
Total Recording: 16.00

***** DO NOT REMOVE. THIS PAGE IT IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-00410080
Receipt Number: 212560
Recorded Date/Time: January 12, 2009 02:43:35P
Book-Vol/Pg: BK-OR VL-5667 PG-195
User / Station: V D - Cashier Station 2

Record and Return To:

ROCKWALL ECONOMIC DEVELOPMENT
ATTN KENNETH W KEETON
PO BOX 968
ROCKWALL TX 75087



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

Lisa Constant
Lisa Constant
Rockwall County Clerk

STATE OF TEXAS)

COUNTY OF ROCKWALL)

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWALL TECHNOLOGY PARK**

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park originally filed on June 14, 1999, Vol. 1650, Page 62 of the Plat Records, Rockwall County, Texas, and amended on various dates from 2001 to 2005 and is hereby amended by the Declarant, pursuant to and in accordance with Section 9.7 thereof, as follows:

Notwithstanding anything to the contrary set forth in Section 2.4 or any other provision of the Declaration, a temporary construction office, field office or similar modular building may be temporarily located in the Rockwall Technology Park to support the construction of a permanent facility in the Park; provided that such building shall at all times satisfy all requirements of a temporary field or construction office under the applicable provisions of the City of Rockwall Unified Development Code. Any temporary construction office or similar modular building must be approved by the Rockwall Economic Development Corporation Board of Directors prior to being placed on the site in the Rockwall Technology Park.

Except as expressly modified by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect, unmodified by this Amendment. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Declaration and this Amendment, the terms and provisions of this Amendment shall control.

This amendment shall be filed for record in the Plat Records, Rockwall County, Texas.

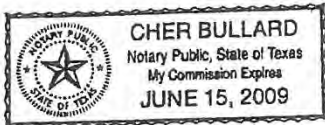
EXECUTED this 8th day of Jan, 2009.

Sheri Franza

Sheri Franza, President and CEO
Rockwall Economic Development Corporation

Subscribed and sworn to before me on this 9th day of January, 2009.

Cher Bullard
Notary Public



Inst # 00410080

Filed for Record in: Rockwall County
On: Jan 12, 2009 at 02:43P

Rockwall County Clerk's Office
 Shelli Miller, County Clerk
 1111 E. Yellowjacket Lane
 Suite 100
 Rockwall, TX 75087
 (972) 204-6300

Receipt for Services

Cashier	VITALS2	Batch # 25741
Customer Name	ROCKWALL TECHNOLOGY PARK P.O. BOX 968 ROCKWALL, TX 75032	Date: 09/22/2014 Time: 01:56:59PM

Date	Instrument No	Document Type	Transaction Type	Pg/Amt
9/22/2014 1:56:59PM	20140000013630	DECLARATION		9
Party 1: ROCKWALL TECHNOLOGY PARK		Party 2: PUBLIC		
			Total:	\$58.00
Fee Total:				\$58.00
CASH				100.00
CASH Change Made				-42.00
			Payment Total:	\$58.00



20140000012630 1/2 AMENDED RESTRICT 00/22/2014 01:56:50 PM

STATE OF TEXAS)

COUNTY OF ROCKWALL)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWALL TECHNOLOGY PARK

The Declaration of Covenants, Conditions, and Restrictions for Rockwall Technology Park dated May 20, 1999 (as amended, the "Declaration"), made by the Rockwall Economic Development Corporation, a Texas non-profit corporation ("Declarant"), as "Declarant" thereunder, was originally filed on June 14, 1999 in Volume 1650, Page 62 of the Real Estate Records of Rockwall County, Texas. The Declaration has been previously amended by instruments recorded in Volume 2152, Page 90; Volume 2574, Page 278; Volume 2574, Page 280; Volume 2878, Page 320; Volume 3286, Page 105; Volume 3473, Page 300; Volume 3549, Page 184; Volume 3549, Page 184; Volume 4168, Page 236; and Volume 5667, Page 195, all of the Real Estate Records of Rockwall County, Texas. The Declaration is hereby further amended by the Declarant, pursuant to and in accordance with Section 9.7 thereof, as follows:

The Declaration is hereby amended to include (i) all of the approximately 56.300 acres of real property legally described on Exhibit "A" attached hereto and incorporated by this reference (the "Phase V Property"), which property comprises Phase V of the Rockwall Technology Park (the "Park"), and (ii) all of the approximately 90.448 acres of real property legally described on Exhibit "B" attached hereto and incorporated by this reference (the "Phase VI Property"), which property comprises Phase VI of the Park. The Phase V Property and the Phase VI Property are hereby made subject to all terms and conditions of the Declaration.

Notwithstanding anything to the contrary set forth in the Declaration, any and all references in the Declaration to the "Property" shall include and collectively refer to all of the following real property: the approximately 146.93 acres described in Exhibit "A" attached to the Declaration (Phase I); the approximately 76 acres described in Exhibit "A" of the amendment dated May 9, 2002 and recorded in Volume 2574, Page 280 of the Real Estate Records of Rockwall County, Texas (Phases II and III); the approximately 52.76 acres described in the amendment dated June 3, 2004 and recorded in Volume 3549, Page 184 of the Real Estate Records of Rockwall County, Texas (Phase IV); the Phase V Property; and the Phase VI Property.

Notwithstanding anything to the contrary set forth in any other provision of the Declaration, the map of the Property depicting the Allowed Uses described in Article 2 of the Declaration is hereby revised to show all Phases of the Rockwall Technology Park and is attached hereto as Exhibit "C" and incorporated herein by this reference, and such revised map shall hereby replace any previous versions attached to the Declaration or any amendment thereto.

Except as expressly modified by this Amendment, all terms and provisions of the Declaration shall remain in full force and effect, unmodified by this Amendment. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Declaration and this Amendment, the terms and provisions of this Amendment shall control. Capitalized terms used herein and not otherwise expressly defined shall have the meanings given to them in the Declaration.

This amendment shall be filed for record in the Real Estate Records, Rockwall County, Texas.

EXECUTED this 16th day of Sept., 2014.

DECLARANT:

ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

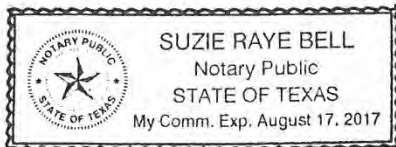
By: Sheri Franza
Sheri Franza, President and CEO

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

Subscribed and sworn to before me on this 16th day of September, 2014, by Sheri Franza, as Present and CEO of Rockwall Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Suzie Bell
Notary Public, State of Texas

(SEAL)



ATTACHED EXHIBITS:

- Exhibit "A" – Legal Description of Phase V Property
- Exhibit "B" – Legal Description of Phase VI Property
- Exhibit "C" – Map of Property Showing Allowed Uses (Per Article 2)

EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE V PROPERTY

TRACT I:

BEING A TRACT OF LAND LOCATED IN THE JOHN H.B. JONES SURVEY, ABSTRACT No. 125, ROCKWALL COUNTY, TEXAS, BEING ALL OF THE REMAINING TRACT OF LAND DESCRIBED IN A DEED TO HITT FAMILY PARTNERSHIP RECORDED IN VOLUME 1875, PAGE 235, DEED RECORDS, ROCKWALL COUNTY TEXAS (D.R.R.C.T.), AND ALL OF THE REMAINING TRACT OF LAND DESCRIBED AS EXHIBIT "A" NUMBER 2 IN AN EXECUTOR'S DEED TO FLOYD HITT, RECORDED IN VOLUME 4881, PAGE 131, DEED RECORDS, ROCKWALL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE EAST RIGHT-OF-WAY LINE OF CORPORATE CROSSING (110' RIGHT-OF-WAY), BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF ROCKWALL IN INSTRUMENT No. 2011-00451623, D.R.R.C.T., SAID IRON ROD SET BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WHITMORE MANUFACTURING COMPANY, RECORDED IN VOLUME 6393, PAGE 322, AND VOLUME 6473, PAGE 93, D.R.R.C.T., AND IN THE NORTH LINE OF SAID HITT FAMILY PARTNERSHIP TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 67°36' EAST, 0.6 FEET;

THENCE NORTH 89°11'19" EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID CORPORATE CROSSING AND ALONG THE COMMON LINE OF SAID WHITMORE MANUFACTURING COMPANY TRACT AND SAID HITT FAMILY PARTNERSHIP TRACT, A DISTANCE OF 1290.09 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION RECORDED IN VOLUME 3495, PAGE 314, D.R.R.C.T., SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID HITT FAMILY PARTNERSHIP TRACT;

THENCE SOUTH 00°41'36" EAST, ALONG THE COMMON LINE OF SAID HITT FAMILY PARTNERSHIP TRACT AND SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT, A DISTANCE OF 1648.20 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN VOLUME 2224, PAGE 226, D.R.R.C.T., FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 00°41' WEST, 3.4 FEET, SAID 1/2" IRON ROD SET BEING THE SOUTHEAST CORNER OF SAID HITT FAMILY PARTNERSHIP AND THE SOUTHWEST CORNER OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT RECORDED IN VOLUME 3495, PAGE 314, D.R.R.C.T.;

THENCE SOUTH 88°24'29" WEST, ALONG THE SOUTH LINE OF SAID HITT FAMILY PARTNERSHIP AND THE NORTH LINE OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT, AT A DISTANCE OF 100.39 FEET PASSING THE

NORTHEAST CORNER OF LOT 1, BLOCK A, ROCKWALL TECHNOLOGY PARK, PHASE II, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, RECORDED BY PLAT IN CABINET "E", SLIDES 305 AND 306, PLAT RECORDS, ROCKWALL COUNTY, TEXAS, CONTINUING IN ALL A TOTAL DISTANCE OF 1283.62 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE EAST RIGHT-OF-WAY LINE OF SAID CORPORATE CROSSING, SAID IRON ROD SET BEING THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF ROCKWALL, RECORDED IN INSTRUMENT No. 2011-00451623, D.R.R.C.T., FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "D.A.I." BEARS NORTH 80°40' WEST, 1.6 FEET, AND FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 24°54' EAST, 0.7 FEET;

THENCE NORTH 01°12'28" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CORPORATE CROSSING AND THE EAST LINE OF SAID CITY OF ROCKWALL TRACT, A DISTANCE OF 717.92 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 36°25' EAST, 0.7 FEET AND A 1/2" IRON ROD FOUND WITH A CAP STAMPED "D.A.I." BEARS NORTH 80°40' WEST, 1.6 FEET;

THENCE NORTH 00°42'13" WEST, AT A DISTANCE OF 318.61 FEET, PASSING THE NORTHEAST CORNER OF SAID CITY OF ROCKWALL TRACT RECORDED IN INSTRUMENT No. 2011-00451623, D.R.R.C.T., AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF ROCKWALL, RECORDED IN INSTRUMENT No. 2011-00451624, D.R.R.C.T., AND CONTINUING IN ALL A TOTAL DISTANCE OF 947.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 49.016 ACRES (2,135,132 SQUARE FEET) OF LAND, MORE OR LESS.

AND

TRACT II:

BEING A TRACT OF LAND LOCATED IN THE JOHN H.B. JONES SURVEY, ABSTRACT No. 125, AND THE R.B. IRVINE SURVEY, ABSTRACT No. 120, ROCKWALL COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED AS EXHIBIT "A" NUMBER 1 IN AN EXECUTOR'S DEED TO FLOYD HITT, RECORDED IN VOLUME 4881, PAGE 131, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), ALSO DESCRIBED IN A DEED TO FLOYD HITT AND WIFE, LEOLA HITT, RECORDED IN VOLUME 86, PAGE 215, DEED RECORDS, ROCKWALL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF BLOCK A, CARRINGTON FARMS ADDITION, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN CABINET D, SLIDES 141 & 142, PLAT RECORDS, ROCKWALL COUNTY, TEXAS (P.R.R.C.T.), SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ADAM MITCHELL RECORDED IN VOLUME 5283, PAGE 290, ALSO BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID FLOYD HITT TRACT, AND FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 86°50' EAST, 0.7 FEET;

THENCE SOUTH 89°23'10" WEST, ALONG A SOUTH LINE OF SAID FLOYD HITT TRACT AND THE NORTH LINE OF SAID BLOCK 'A', A DISTANCE OF 95.31 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 21 OF SAID BLOCK 'A', FROM WHICH A 3/4" IRON ROD FOUND (DISTURBED) BEARS SOUTH 46°16' EAST, 0.3 FEET;

THENCE SOUTH 01°01'57" EAST, ALONG THE EAST LINE OF SAID FLOYD HITT TRACT AND THE WEST LINE OF SAID BLOCK 'A', A DISTANCE OF 1803.82 FEET TO A BOLT IN WOOD MONUMENT FOUND IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION RECORDED IN VOLUME 5528, PAGE 194, D.R.R.C.T., SAID BOLT BEING THE SOUTHEAST CORNER OF SAID FLOYD HITT TRACT AND THE SOUTHWEST CORNER OF LOT 12, OF SAID BLOCK A;

THENCE NORTH 89°34'54" WEST, ALONG THE SOUTH LINE OF SAID FLOYD HITT TRACT AND THE NORTH LINE OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT RECORDED IN VOLUME 5528, PAGE 194, D.R.R.C.T., A DISTANCE OF 657.33 TO A 3/8" IRON ROD FOUND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN VOLUME 3495, PAGE 314, D.R.R.C.T., SAID 3/8" IRON ROD BEING THE SOUTHWEST CORNER OF SAID FLOYD HITT TRACT AND THE NORTHWEST CORNER OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT RECORDED IN VOLUME 5528, PAGE 194, D.R.R.C.T.;

THENCE NORTH 01°40'25" WEST, ALONG THE EAST LINE OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT RECORDED IN VOLUME 3495, PAGE 314, D.R.R.C.T., AND A WEST LINE OF SAID FLOYD HITT TRACT, A DISTANCE OF 426.34 FEET TO A 5/8" IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE WHITMORE MANUFACTURING COMPANY, RECORDED IN VOLUME 6473, PAGE 93 AND VOLUME 6393 PAGE 322, D.R.R.C.T., BEING THE NORTHWEST CORNER OF SAID FLOYD HITT TRACT, AND FROM WHICH A SMOOTH 5/8" IRON ROD FOUND BEARS SOUTH 48°22' WEST, 3.3 FEET;

THENCE SOUTH 89°48'53" EAST, ALONG A NORTH LINE OF SAID FLOYD HITT TRACT AND THE SOUTH LINE OF SAID WHITMORE MANUFACTURING TRACT, A DISTANCE OF 152.77 FEET TO A 3/4" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID WHITMORE MANUFACTURING TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO VEERARAGHAVAN L.P., RECORDED IN VOLUME 4766, PAGE 107, D.R.R.C.T. AND FROM WHICH A 5/8" IRON ROD FOUND BEARS NORTH 71°38" WEST, 1.5 FEET;

THENCE SOUTH 89°30'50" EAST, AT A DISTANCE OF 233.97 FEET, PASSING THE SOUTHEAST CORNER OF SAID VEERARAGHAVAN L.P. TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PHASE 17 INVESTMENTS, L.P., RECORDED IN VOLUME 6388, PAGE 218, D.R.R.C.T., AND CONTINUING IN ALL A TOTAL DISTANCE OF 484.27 FEET TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID PHASE 17 INVESTMENTS, L.P. TRACT;

THENCE ALONG THE COMMON LINE OF SAID PHASE 17 INVESTMENTS, L.P. TRACT AND SAID FLOYD HITT TRACT AS FOLLOWS:

NORTH 01°00'25" WEST, A DISTANCE OF 1393.04 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RSCI RPLS 5034";

NORTH 89°17'45" EAST, A DISTANCE OF 119.28 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RSCI RPLS 5034" IN THE WEST LINE OF SAID ADAM MITCHELL TRACT;

THENCE SOUTH 02°41'53" EAST, ALONG THE WEST LINE OF SAID ADAM MITCHELL TRACT AND AN EAST LINE OF SAID FLOYD HITT TRACT A DISTANCE OF 16.11 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.284 ACRES (317,297 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF PHASE VI PROPERTY

BEING A TRACT OF LAND LOCATED IN THE J.H.B. JONES SURVEY, ABSTRACT No. 125, AND THE J.A. RAMSEY SURVEY, ABSTRACT No. 18, ROCKWALL COUNTY, TEXAS, BEING ALL OF A CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO HUEY-MIN YU AND GRACE H. YU RECORDED IN VOLUME 1061, PAGE 213, DEED RECORDS, ROCKWALL COUNTY, TEXAS (D.R.R.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND BEING THE SOUTHWEST CORNER OF SAID YU TRACT, THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION RECORDED IN VOLUME 2224, PAGE 226, D.R.R.C.T., AND BEING IN THE NORTH LINE OF SPRINGER ROAD (FM 1143),

THENCE N 01°41'55" W ALONG THE WEST PROPERTY LINE OF SAID YU TRACT, AND THE EAST LINE OF SAID ROCKWALL DEVELOPMENT TRACT, A DISTANCE OF 1262.43 FEET TO A 1/2" IRON ROD FOUND, BEING THE NORTHEAST CORNER OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO ROCKWALL ECONOMIC DEVELOPMENT CORPORATION RECORDED IN VOLUME 3495, PAGE 314, D.R.R.C.T.,

THENCE N 01°38'10" W ALONG THE WEST LINE OF SAID YU TRACT AND THE EAST LINE OF SAID ROCKWALL ECONOMIC DEVELOPMENT TRACT RECORDED IN VOL. 3495, PG 314, D.R.R.C.T., A DISTANCE OF 1192.17 FEET TO A 1/2" IRON ROD FOUND, BEING THE NORTHWEST CORNER OF SAID YU TRACT AND THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN A DEED TO DOROTHY SUE MATTHIES RECORDED IN VOLUME 4881, PAGE 131, D.R.R.C.T.,

THENCE S 89°34'54" E ALONG THE NORTH LINE OF SAID YU TRACT, AND THE SOUTH LINE OF SAID MATTHIES TRACT A DISTANCE OF 657.10 FEET TO A 1/2" IRON ROD FOUND IN A WOOD MONUMENT, BEING THE SOUTHEAST CORNER OF SAID MATTHIES TRACT AND THE SOUTHWEST CORNER OF THE CARRINGTON FARMS ADDITION, RECORDED BY PLAT IN CABINET D, SLIDE 139 AND 140, PLAT RECORDS, ROCKWALL COUNTY, TEXAS,

THENCE S 89°45'30" E ALONG THE NORTH LINE OF SAID YU TRACT AND THE SOUTH LINE OF SAID CARRINGTON FARMS TRACT A DISTANCE OF 955.58 FEET TO A 1/2" IRON ROD FOUND BEING THE NORTHEAST CORNER OF SAID YU TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO VARUGHESE P. SAMUEL AND WIFE REMANI V. SAMUEL RECORDED IN VOL. 2002, PG. 62, D.R.R.C.T.,

THENCE S 02°07'23" E ALONG THE EAST LINE OF SAID YU TRACT AND THE WEST LINE OF SAID SAMUEL TRACT A DISTANCE OF 2406.36 FEET TO A 3/4" IRON ROD FOUND (DISTURBED), BEING THE SOUTHEAST CORNER OF SAID YU TRACT,

THENCE S 88°35'37" W ALONG THE SOUTH LINE OF SAID YU TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID SPRINGER ROAD A DISTANCE OF 1630.83 FEET TO THE PLACE OF BEGINNING AND CONTAINING 90.448 ACRES (3,939,939 SQUARE FEET) OF LAND.

EXHIBIT "C"

MAP OF PROPERTY SHOWING ALLOWED USES (PER ARTICLE 2)

[see attached page]

2014000013630 FILED PUBLIC RECORDS 09/22/2014 01:56:59 PM

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
09/22/2014 01:56:59 PM
\$58.00
2014000013630



Shelli Miller



Memo

To: REDC Board of Directors

From: Phil Wagner *PW*

Date: April 1, 2020

Re: REDC Credit Card Policy

Recently, REDC staff was approached by Director Matthew Nielsen about the possibility of the creation of a credit card policy that would provide safeguards on organizational expenditures. The issue was raised with the previous REDC President and while a draft policy may have been created, it wasn't adopted. Recent news regarding financial improprieties with the Desoto EDC brought the issue again to the forefront.

As a response, staff has looked through various electronic and hard files, but could not find any draft policies developed by previous REDC staff. Additionally, staff reached out to Assistant City Manager Mary Smith to inquire about any City policies governing credit card use. Smith provided the City's Purchasing Policy; however she said that this mostly dealt with procedures and the filing of purchase orders, which are not done by the REDC. As such, she said that the REDC hasn't had a need to adopt the City's Purchasing Policy. Smith provided general guidance for when credit cards are used at the City – such as they typically are for expenditures where a check request cannot be made – however there was no insight provided regarding City Council's review of City management's credit card expenditures.

After conversation with REDC Chairman Rick Carroll, staff brought the issue up to the REDC Executive Committee on February 13th, seeking guidance on a potential policy, specifically in areas such as recruitment expenses (meals and entertainment), travel expenses, and Board oversight. As a result of the discussion, the Committee provided the following policy recommendations:

- Entertainment / meal expenses over \$2,500 per event shall require Chairman authorization
- Travel expenses over \$5,000 – inclusive of combined airfare, lodging, transportation and conference fees – shall require Chairman authorization
- All members of the REDC Board of Directors are entitled to review monthly credit card statements at the director's discretion

Staff took those recommendations and developed the attached draft Credit Card Expenditure Policy. The Committee noted that the existing REDC Expenditure Policy already governs credit card transactions, as well as methods of procurement. As such, all expenses from \$10,000 - \$20,000 require REDC Chairman approval, and expenditures above \$20,000 require full Board approval. Additionally Smith, in her capacity as the City Finance Director, does review the REDC's monthly expenditures for any irregularities. Finally, Smith brings REDC financial reports to the Board on a

quarterly basis. These reports show how expenditures are aligned with the REDC approved budget in each line item.

Both staff and the REDC Executive Committee are recommending approval of the REDC Credit Card Expenditure Policy to provide an added layer of oversight as it pertains to REDC expenditures. If approved, the policy will become effective upon execution.

attachment



Background: The following policy is intended to provide safeguards against improper credit card spending by the REDC staff that could result in the erosion of public confidence as it pertains to the use of taxpayer funds. The policy's goal is to provide an enhanced level of scrutiny in certain expenditure categories, beyond the REDC's general Expenditure Policy, while not creating unnecessary administrative burdens that impede the daily operations of the Corporation.

Entertainment Expenses / Meals: On occasion, in accordance with the REDC's mission of recruiting and retaining businesses, it may be appropriate for the REDC to pay for certain meals and entertainment expenses for company representatives and REDC staff using Corporation credit cards. If such combined expenditures will exceed more than \$2,500 per event, written approval must be provided by the Chairman of the Board in advance. On occasions where the \$2,500 threshold is not met, REDC staff will use best efforts to make decisions that align with the Corporation's mission and its fiduciary responsibility to the Rockwall taxpayer, while avoiding any embarrassment to the Corporation or the community as a whole.

Travel Expenses: On occasion, in accordance with the REDC's mission of recruiting and retaining businesses, it may be appropriate for the REDC to pay for staff travel to various conferences, headquarters, and other distant locations using Corporation credit cards. If such combined expenditures will exceed more than \$5,000 per event – inclusive of expenditures such as airfare, lodging, transportation, and conference fees – then written approval must be provided by the Chairman of the Board in advance. On occasions where the \$5,000 threshold is not met, REDC staff will use best efforts to make decisions that align with the Corporation's mission and its fiduciary responsibility to the Rockwall taxpayer, while avoiding any embarrassment to the Corporation or the community as a whole.

Credit Card Statements: All members of the REDC Board of Directors are entitled to review monthly credit card statements and expenditures at the director's discretion. Any irregularities or concerns should be conveyed to the Chairman of the Board.

City Review: It is understood by all parties that officials with the City of Rockwall will review the REDC's credit card expenditures. Should any expenditure be viewed as inappropriate or a misuse of taxpayer funds, the City Finance Director, Assistant City Manager or City Manager has the discretion to address such concerns with the Chairman of the Board.



Authority: This policy has been adopted by the Board of Directors, but will be administered by the President of the REDC. This policy does not preclude the President from putting further expenditure limitations on the REDC staff, at the President's discretion.

Effective: Upon execution.

Signed / Date: _____
Rick Carroll
Chairman
Rockwall Economic Development Corporation

_____ Date