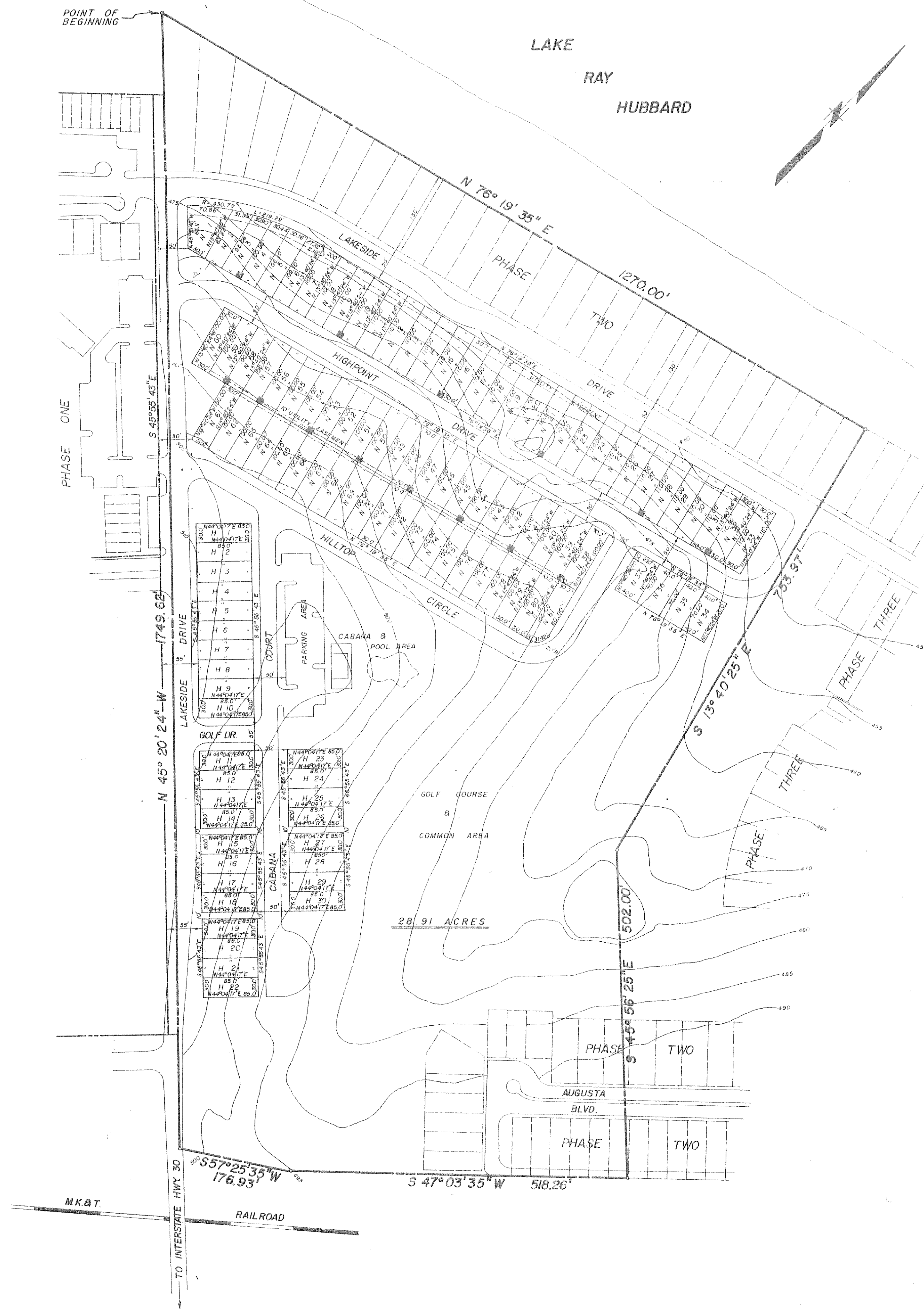




STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS Gifco Development Company is the owner of a tract of land in the City and County of Rockwall, State of Texas, said tract being described as follows:

BEING a part of Lakeside Village Phase II as recorded in Volume 3, Page 4, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at the most Westerly corner of said addition;
THENCE: Along the Northerly boundary of said addition North 76° 19' 35" East, 1270.00 feet to a point for a corner at the Northeast corner of Lot A-15;
THENCE: Along the addition line of Lakeside Village Phase III, South 13° 40' 25" East 753.97 feet and South 45° 56' 25" East to the South boundary of Lakeside Village Phase II;
THENCE: Along the boundary of Lakeside Village Phase II South 47° 03' 35" West 518.26 feet, South 57° 25' 35" West, 176.93 feet and North 45° 20' 24" West 1749.62 feet to the Place of Beginning and containing 28.91 acres of land.

AND WHEREAS Gifco Development Company desires to abandon Lots E-1 through E-20 and Lots F-1 through F-22 as filed in Lakeside Village Phase II;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That Gifco Development Company does hereby adopt this plat designating the hereinabove described property as LAKESIDE VILLAGE PHASE FOUR and does hereby reserve all rights of the premises to the exclusion of the public, except as described otherwise herein, reserving such rights to Gifco Development Company, and further, reserving its private easement for itself, its successors, and assigns, at all times hereafter for ingress and egress to and from the hereinabove described lots for the purpose of development of the Lakeside Village project and for accomplishment of the general provisions set forth in the Declaration of Covenants, Conditions and Restrictions dated 1973 and recorded in Deed Records of Rockwall County, Texas. Any roads constructed on said property shall in no way be construed as a grant to the public, but to the contrary, private ways reserved unto Gifco Development Company, its successors and assigns. Provided, however, all private roads and/or utility easements are hereby dedicated for the mutual use and accommodation of garbage collection agencies and all public and private utilities and governmental agencies desiring to use or using same. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the utility easements of described herein. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities designed to use or using same. All and any public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

UTILITY EASEMENTS:
KNOW ALL MEN BY THESE PRESENTS, that Gifco Development Company does hereby grant and convey to the City of Rockwall a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water and sewer lines and appurtenances over and across said tract, together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 10 feet in width, and the Grantor will designate the course of the easement herein conveyed except that when the pipe lines are installed, the easement herein granted shall be limited to a strip of land 10 feet in width with the center line thereof being the pipe lines as installed.

Property described as "Common Areas" in the Declaration of Covenants, Conditions and Restrictions described above are intended for use by the members of Lakeside Village Homeowners Association, a Texas non-profit corporation, for recreation and other related activities. Said Common Areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the members of the said Association and shall be maintained by the Association.

The Lakeside Village Homeowners Association will be responsible for maintenance of all private streets and drives. Paving improvements on all private streets and drives and/or utility easements will be maintained by the Lakeside Village Homeowners Association.

The following covenants and restrictions are hereby made a part of this plat and shall be binding upon all property owners, their heirs, devisees, personal representatives and assigns, of land designated within this addition, Lakeside Village Phase Four:

- (1) All trash, garbage, and debris to be collected and received by the City of Rockwall, its agents, representatives and employees, shall be placed in suitable covered containers or receptacles which meet the specifications provided for in the ordinances of the City of Rockwall.
- (2) All trash, garbage and debris containers or receptacles shall be placed close to the edge of all private-drive pavement in order that collection may be made without the collection vehicle and personnel having to leave the paved portion of said drive.
- (3) The City of Rockwall, its agents, representatives and employees shall hereby have right to access to and over all private properties within the addition for the purposes of collecting and receiving trash, garbage and debris; and in no event, and under no circumstances shall the City of Rockwall, its agents, representatives and employees be liable to the property owners, their heirs, devisees, personal representatives and assigns of this addition for damage due to negligence, trespass or any other tortious acts, if any, relating in any manner to the collection and receiving of trash, garbage and debris in the addition.
- (4) Each and every, all and singular, of the provisions set forth in the Declaration of Covenants, Conditions, and Restrictions described above, recorded in the Deed Records of Rockwall County, Texas, are made a part hereon by reference and is a part hereof as though fully written herein word for word.

This plat approved, subject to all platting ordinances, rules, regulations and resolutions of the City of Rockwall, Texas.

WITNESS OUR HANDS at Rockwall, Texas, this 12th day of December, 1973.

GIFCO DEVELOPMENT COMPANY

By James O. Abston, Manager

STATE OF TEXAS
COUNTY OF ROCKWALL
Before me, on this day personally appeared James O. Abston known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12th day of December, A.D., 1973.

Notary Public in and for Rockwall County, Texas
Commission expires

ENGINEERS CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
That I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold L. Evans, Registered Professional Engineer

STATE OF TEXAS
COUNTY OF DALLAS
Before me, the undersigned Notary Public, in and for said County and State, on this day personally appeared Harold L. Evans, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 12th day of December, A.D., 1973.

Notary Public in and for Dallas County, Texas
Commission expires

Approved by the City Council, City of Rockwall, this 12th day of December, 1973.

Mayer

Attest:
City Secretary

LAKESIDE VILLAGE
PHASE FOUR
ROCKWALL TEXAS
GIFCO DEVELOPMENT CO. OWNER
HAROLD L. EVANS ENGINEER
SCALE: 1" = 100'
DATE: 12/26/72