

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS, LHR WATER'S EDGE, LP, PAUL V. BUTTLES, JUDITH K. WEYRAUCH, BILLY ROAN, BECCA INVESTMENTS, STEVE M. WIER, TESTAMENTARY TRUST OF S. LEE WIER, JR., PHILIP M. GARRISON, SHANNON L. GARRISON, LOUIS TRENCHARD, KIM TRENCHARD, MATT LOEFFLER, STACY LOEFFLER, LYNN KERK, THOMAS RIPP and HAZEL RIPP, are the owners of a tract of land situated in the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, and being all of Lot 1, Block A, Villas de Portofino, an Addition to the City of Rockwall, Texas, as recorded by plat in Cabinet E, Slide 113, Plat Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron rod found for corner at the north corner of said Lot 1 at the common north corner of a tract conveyed to Rockwall Harbor Joint Venture by deed recorded in Volume 617, Page 106, Deed Records, Rockwall County, Texas;

THENCE South 45°50'03" East, along the northeast line of said Lot 1, a distance of 776.56 feet to a 5/8" iron rod set for corner in the northerly line of a right of way dedication as conveyed by deed recorded in Volume 2011, Page 173, Deed Records, Rockwall County, Texas;

THENCE South 44°09'34" West, along said northerly line, a distance of 37.74 feet to a 5/8" iron rod set for corner at the beginning of a curve to the left having a central angle of 169°28'59", a radius of 51.50 feet and a chord bearing and distance of South 42°12'25" East, 102.57 feet;

THENCE continuing along said northerly line and with said curve to the left, an arc distance of 152.34 feet to a 5/8" iron rod set for corner in the northerly line of Signal Ridge No. 2, an Addition to the City of Rockwall, Texas, as recorded by plat in Cabinet B, Slide 73, Plat Records, Rockwall County, Texas;

THENCE South 45°02'56" West, along the southeasterly line of the aforementioned Lot 1, a distance of 155.22 feet to a capped iron rod found for corner;

THENCE North 80°39'45" West, continuing along said southeasterly, now southerly line of said Lot 1, a distance of 625.18 feet to a 1/2" iron rod found for corner at the southwest corner of said Lot 1;

THENCE North 11°01'27" East, along the west line of said Lot 1, a distance of 664.60 feet to the POINT OF BEGINNING and containing 287,476 square feet or 6.5995 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF ROCKWALL

We the undersigned owners of the land shown on this plat, and designated herein as the AMENDING PLAT, LOT 1, BLOCK A, VILLAS DE PORTOFINO subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in the VILLAS DE PORTOFINO subdivision have been notified and signed this plat. We understand and do hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. We also understand the following:

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.
6. No house dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until the developer and/or owner has complied with all requirements of the Subdivision Regulations of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, water and sewer, drainage structures, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or Until an escrow deposit, sufficient to pay for the cost of such improvements, as determined by the city's engineer and/or city administrator, computed on a private commercial rate basis, has been made with the city secretary, accompanied by an agreement signed by the developer and/or owner, authorizing the city to make such improvements at prevailing private commercial rates, or have the same made by a contractor and pay for the same out of the escrow deposit, should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, but in no case shall the City be obligated to make such improvements itself. Such deposit may be used by the owner and/or developer as progress payments as the work progresses in making such improvements by making certified requisitions to the city secretary, supported by evidence of work done; or Until the developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city council of the City of Rockwall.

We further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; We, our successors and assigns hereby waive any claim, damage, or cause of action that we may have as a result of the dedication of exactions made herein.

LRH WATER'S EDGE, LP  
BY: LRH GENERAL PARTNER

Brucker Stensrud, Vice President  
LINDA G. NEAL  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
July 29, 2009

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Brucker Stensrud, 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 stated.

Given upon my hand and seal of office this 11th day of July, 2006.

Notary Public in and for the State of Texas

BY: PAUL V. BUTTLES  
Paul V. Buttles  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Paul V. Buttles, 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 stated.

Given upon my hand and seal of office this 7 day of August, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: JUDITH K. WEYRAUCH  
Judith K. Weyrauch  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Judith K. Weyrauch, 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 stated.

Given upon my hand and seal of office this 12th day of July, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: BILLY ROAN  
Billy Roan  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Billy Roan, 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 stated.

Given upon my hand and seal of office this 12th day of July, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: BECCA INVESTMENTS  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared [Signature], 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 stated.

Given upon my hand and seal of office this 7 day of August, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: STEVE M. WIER  
Steve M. Wier  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Steve M. Wier, 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 stated.

Given upon my hand and seal of office this 12th day of August, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: TESTAMENTARY TRUST OF S. LEE WIER, JR.  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared [Signature], 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 stated.

Given upon my hand and seal of office this 12th day of July, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: PHILIP M. GARRISON  
Philip M. Garrison  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Philip M. Garrison, 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 stated.

Given upon my hand and seal of office this 12th day of July, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: SHANNON L. GARRISON  
Shannon L. Garrison  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Shannon L. Garrison, 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 stated.

Given upon my hand and seal of office this 12th day of July, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: LOUIS TRENCHARD  
Louis Trenchard  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Louis Trenchard, 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 stated.

Given upon my hand and seal of office this 7 day of August, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: KIM TRENCHARD  
Kim Trenchard  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Kim Trenchard, 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 stated.

Given upon my hand and seal of office this 7 day of August, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

BY: PHILIP M. GARRISON  
Philip M. Garrison  
Signature of Owner

STATE OF TEXAS  
COUNTY OF DALLAS  
Before me, the undersigned authority, on this day personally appeared Philip M. Garrison, 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 stated.

Given upon my hand and seal of office this 12th day of July, 2006.

Notary Public in and for the State of Texas  
DIANA M. SPIAK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
September 25, 2006

SHEET 2 OF 3  
AMENDING PLAT

VILLAS DE PORTOFINO  
LOT 1, BLOCK A  
situated in the  
E. TEAL SURVEY, ABSTRACT NO. 207  
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

Owner  
LRH Water's Edge, LP  
8214 Westchester Dr., Suite 635  
Dallas, Texas 75225  
Telephone (214) 692-5085  
Contact: Brucker Stensrud

Prepared By  
Brockette/Davis/Drake, Inc.  
4144 N. Central Expressway, Suite 1100  
Dallas, Texas 75204  
Telephone (214) 824-3647

Scale: None June, 2006

1 Lot, 6.5995 Acres  
ZONED PD-22

Villas De Portofino  
Amended Plat