

STATE OF TEXAS § COUNTY OF ROCKWALL §

WHEREAS, DREES-STANDARD PACIFIC NO. II, L.C., is the owner of a tract of land situated in the NATHAN BUTLER SURVEY, ABSTRACT NO. 21, in the City of Rockwall, Rockwall County, Texas, and being part of a called 47.91 acre tract of land described in a deed from Hillwood Shores, L.P. to Drees-Standard Pacific No. II, L.C., recorded in Volume 1755, Page 101 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at A 1/2-inch iron rod set for the most southwesterly corner of Hillside Phase 4 at Shores, an addition to the City of Rockwall according to the plat thereof recorded in Cabinet D., Slide 313 314 of the map Records of Rockwall County, Texas and also being in the northwesterly line of Crestview Phase 3 an addition to the city of Rockwall according to the plat theref recorded in cabinet d. slide 171 & 172 of the map records of Rockwall County. Texas:

THENCE South 60 degrees 39 minutes 55 seconds West, along the northwesterly boundary line of said Crestview Phase 3 a distance of 795.95 feet to a 1/2-inch iron rod set at the northwest corner of said Crestview Phase 3, said corner also being on the "Take-Line" of Lake Ray Hubbard:

THENCE Northerly, along the "Take-Line" of Lake Ray Hubbard as follows:

North 29 degrees 20 minutes 14 seconds West, a distance of 279.34 feet to a concrete monument found for corner:

North 22 degrees 43 minutes 40 seconds West, a distance of 675.22 feet to a concrete monument found for corner:

North 06 degrees 56 minutes 41 seconds West, a distance of 448.47 feet to a concrete monument found for corner:

North 16 degrees 54 minutes 37 seconds East, a distance of 1001.10 feet to a 1/2-inch iron rod with cap found for the most northerly corner of said 47.91 acre tract;

THENCE South 52 degrees 14 minutes 41 seconds East, along the northerly boundary of said 47.91 acre tract, a distance of 563.20 feet to a 1/2-inch iron rod set for the northwest corner of said Hillside Phase 4 at the Shores;

THENCE leaving said northerly boundary line of said 47.91 acre tract, the following courses and

South 37 degrees 45 minutes 19 seconds West, a distance of 125.00 feet to a 1/2-inch iron rod set for corner:

North 52 degrees 14 minutes 41 seconds West, a distance of 10.48 feet to a 1/2-inch iron rod set for corner;

South 37 degrees 45 minutes 19 seconds West, a distance of 50.00 feet to a 1/2-inch iron rod set for corner;

South 52 degrees 14 minutes 41 seconds East, a distance of 9.34 feet to a 1/2-inch iron rod set for corner and the beginning of a tangent curve to the left;

Southerly, along the curve to the left which has a chord that bears South 27 degrees 19 minutes 58 seconds West for 99.50 feet, a central angle of 20 degrees 50 minutes 42 seconds and a radius of 275.00 feet, for an arc distance of 100.05 feet to a 1/2-inch iron rod set for a corner and the end of said curve:

South 16 degrees 54 minutes 37 seconds West, a distance of 80.77 feet to a 1/2-inch iron rod set for corner:

South 73 degrees 05 minutes 23 seconds East, a distance of 50.00 feet to a 1/2-inch iron rod

North 16 degrees 54 minutes 37 seconds East, a distance of 7.63 feet to a 1/2-inch iron rod set for corner and the beginning of a non-tangent curve to the right;

Southeasterly, along the curve to the right which has a chord that bears South 37 degrees 00 minutes 23 seconds East for 135.46 feet, a central angle of 72 degrees 09 minutes 59 seconds and a radius of 115.00 feet, for an arc distance of 144.85 feet to a 1/2-inch iron rod set for a corner and the end of said curve;

South 00 degrees 55 minutes 24 seconds East, a distance of 424.75 feet to a 1/2-inch iron rod set for corner and the beginning of a tangent curve to the left;

Southerly, along the curve to the left which has a chord that bears South 11 degrees 49 minutes 32 seconds East for 60.52 feet, a central angle of 21 degrees 48 minutes 16 seconds and a radius of 160.00 feet, for an arc distance of 60.89 feet to a 1/2-inch iron rod set for a corner and the end of said curve

South 22 degrees 43 minutes 40 seconds East, a distance of 528.37 feet to a 1/2-inch iron rod set for corner and the beginning of a tangent curve to the left;

Southerly, along the curve to the left which has a chord that bears South 26 degrees 01 minutes 52 seconds East for 64.54 feet, a central angle of 06 degrees 36 minutes 25 seconds and a radius of 560.00 feet, for an arc distance of 64.58 feet to a 1/2-inch iron rod set for a corner and the end of said curve

South 60 degrees 39 minutes 55 seconds West, a distance of 5.90 feet to a 1/2-inch iron rod set for corner;

South 29 degrees 20 minutes 05 seconds East, a distance of 50.00 feet to a 1/2-inch iron rod

North 60 degrees 39 minutes 55 seconds East, a distance of 140.76 feet to a 1/2-inch iron rod set for corner:

South 29 degrees 20 minutes 05 seconds East, a distance of 125.00 feet to the POINT OF BEGINNING and containing 29.320 acres of land, more or less.

Where cited in the above description, "1/2" iron rod set", is a 1/2" iron rod with a plastic cap stamped DAA.

Basis for Bearings: Plat of Crestview Phase 3 recorded in Cabinet D, Slide 171 & 172 of the Map Records of Rockwall County, Texas.

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 HILLSIDE PHASE 5 AT THE SHORES, subdivision to the City of Rockwall, Texas, and whose name is subscribed hereto, hereby dedicate for the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purpose and consideration therein expressed. We further certify that all other parties who have a mortgage or lien interest in HILLSIDE PHASE 5 AT THE SHORES 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
- 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 for 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
- 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 fences, structures, or buildings in drainage easement without City permission. 7. 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

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 exactions 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.

DREES-STANDARD PACIFIC, NO. II., L.C., a Texas limited liability company

By: Drees Custom Homes, L.P., a Texas limited partnership. Member

By: Drees Builders, Inc., an Ohio

By Michael J. Rubery, Vice President

By: Standard Pacific of Texas, Inc., a By: Michael W. Brady, President

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Michael J. Rubery, 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 upon my hand and seal of office the 15 day of September ,2000

DIANA L. BATTON MY COMMISSION EXPIRES September 16, 2004

STATE OF TEXAS COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared Michael W. Brady, 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

Given upon my hand and seal of office the 15 day of Sentember 2000

KARENK, LISLE My Commission Expires Notary Public, State of Texas My Commission Expires Ostober 31, 2303

V.L. MATOCHA

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, V.L. MATOGIA, a magnetic plat from an actual and accurate survey of the land and were properly placed under my personal supervision. THAT I, V.L. MATOCHA, a Registered Professional Land Surveyor, do hereby certify that I prepared plat from an actual and accurate survey of the land, and that the corner monuments shown the

R.P.L.S. 1816

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared V.L. Matocha, 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 considerations therein expressed, and in the capacity therein stated.



RECOMMENDED FOR FINAL APPROVAL

Planning And Zoning Commission

APPROVED

I hereby certify that the above and foregoing plat of an addition to the Citygof Rockwall,

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, Texas, within one hundred twenty (120) days from said date of final approval.

Said addition shall be subject to all the requirements of the Subdivision Regulations of the

NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability for water for personal use and fire protection within such plat, as required under Ordinance 83-54.

117 LOTS TOTAL

FINAL PLAT HILLSIDE PHASE 5 AT THE SHORES

29.320 ACRES OUT OF THE NATHAN BUTLER SURVEY ~ ABSTRACT NO. 21 CITY OF ROCKWALL ROCKWALL COUNTY, TEXAS

> JULY, 2000 SCALE: 1'' = 100'

OWNER/DEVELOPER

ENGINEER

DREES-STANDARD PACIFIC No. II, L.C. 5525 MacArthur Blvd. Suite 580 Irving, Texas 75038 972-550-0426

DOWDEY, ANDERSON AND ASSOCIATES, INC. 5225 Village Creek Drive Suite 200 Plano, Texas 75093 972-931-0694

CABINET

W.O. 99-015

Hillside