

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, 1270.0 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 hereindescribed 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 _____, 19____, and recorded in Deed Records of Rockwall County, Texas. Any roads constructed on said property should 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 as 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 Grantors' 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 _____ day of _____, 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 person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office
day of _____, A.D., 19____

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 the land, and that the corner monuments shown thereon were properly placed under my personal

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 instruments and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

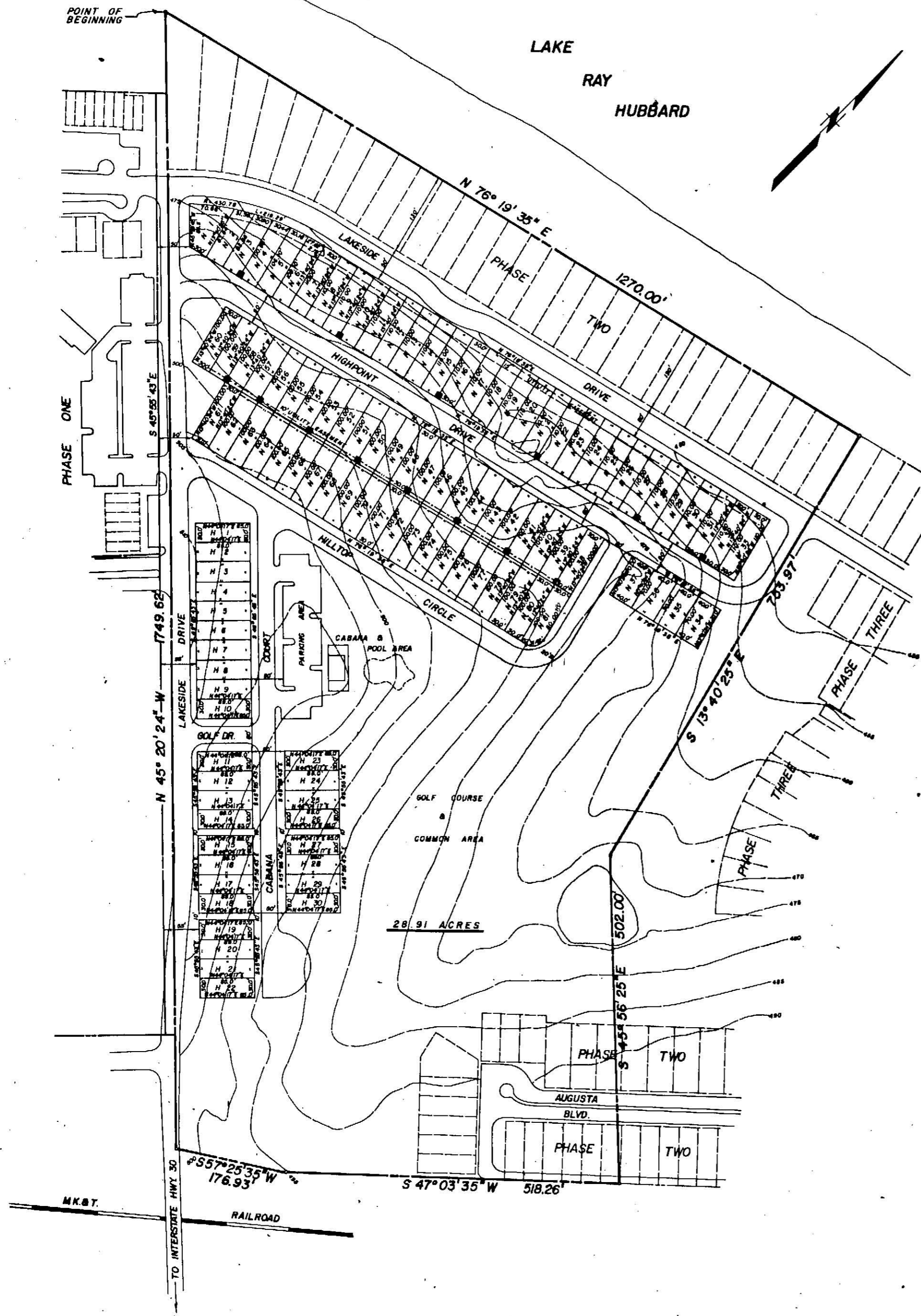
Given under my hand and seal of office, this
day of _____, A.D., 1973.

Notary Public in and for Dallas County, Texas
Commission expires _____

Approved by the City Council, City of Rockwall, this _____ day of _____, 1973.

Mayor
Attest: _____
City Secretary

Lakeside Village 4



LAKESIDE VILLAGE
PHASE FOUR
ROCKWALL, TEXAS
 GIFCO DEVELOPMENT CO. OWNER
 HAROLD L. EVANS ENGINEER
 SCALE: 1" = 100'
 DATE: 12/26/73

LW

**REPLAT OF LAKESIDE VILLAGE,
PHASE 2, 3 & 4**

**BLOCK L
LOTS 65, 66, 69, 70, 78-80, 85-93,
BLOCK M
LOTS 33, 72-79, 83-85
BLOCK P
LOTS 3, 4, 58-62, 71-74, 82-85, 92, 93, 96, 97, 102, 103**

LAKE RAY HUBBARD
CITY OF DALLAS

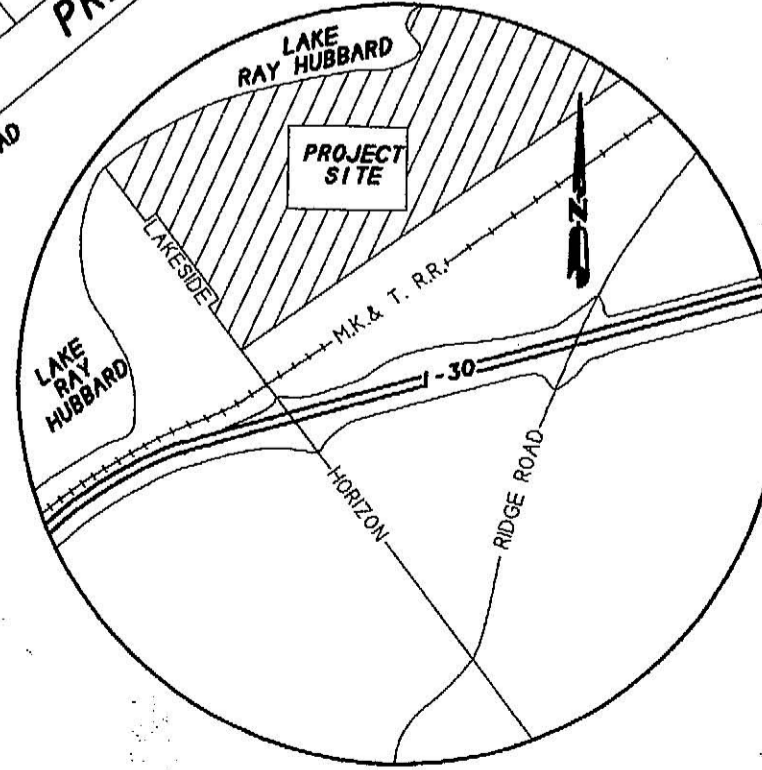
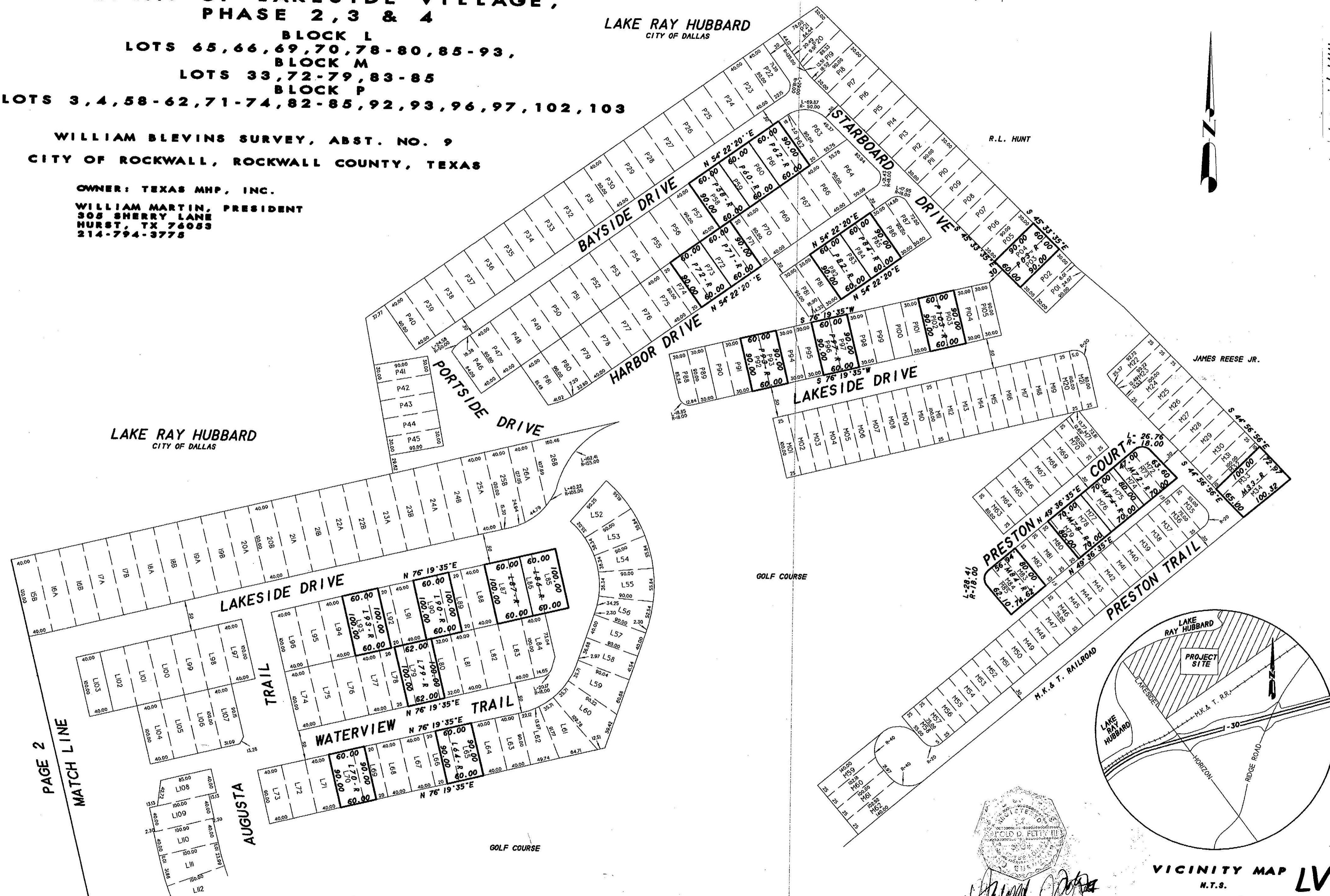
WILLIAM BLEVINS SURVEY, ABST. NO. 9
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER: TEXAS MHP, INC.

WILLIAM MARTIN, PRESIDENT
308 SHERRY LANE
HURST, TX 76053
214-794-3778

D-217

Lakeside Village Z34



VICINITY MAP
N.T.S. LV

ROCKWALL SURVEYING COMPANY, INC.
FOLD D. FLETCHER III
Surveyor's Seal

Rockwall Surveying Company, Inc.
306 E. WASHINGTON, SUITE C ROCKWALL, TEXAS 75087 PHONE (972) 772-5434 FAX (972) 772-5443

PAGE 1 OF 3
SURVEY DATE SEPT. 30, 1999
SCALE 1" = 100' FILE # 991883
CLIENT JONES GF # NONE

PAGE 2
MATCH LINE

REPLAT OF LAKESIDE VILLAGE, PHASE 2, 3 & 4

BLOCK L
LOTS 65, 66, 69, 70, 78-80, 85-93,

BLOCK M
LOTS 33, 72-79, 83-85

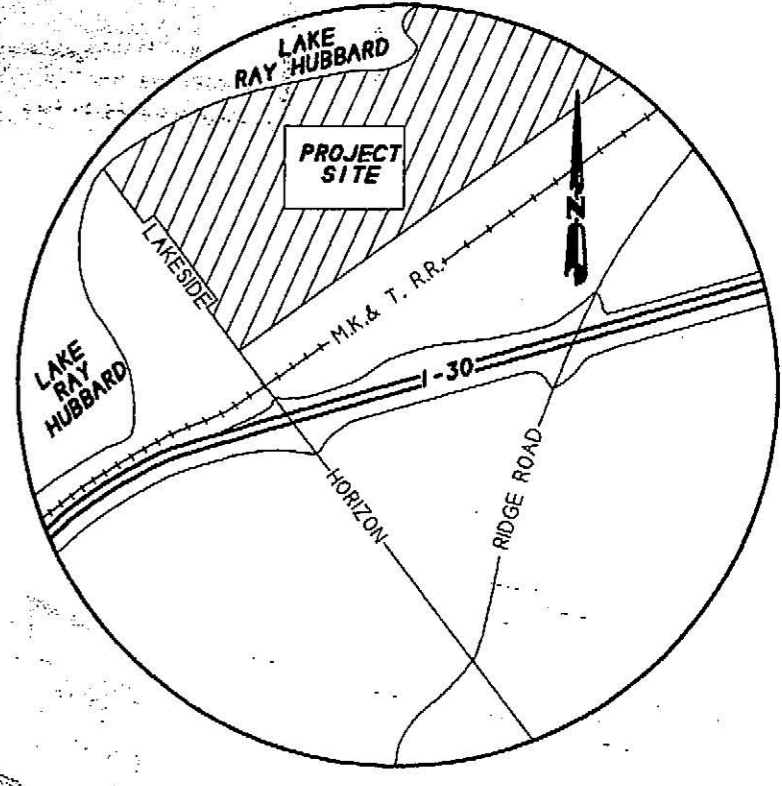
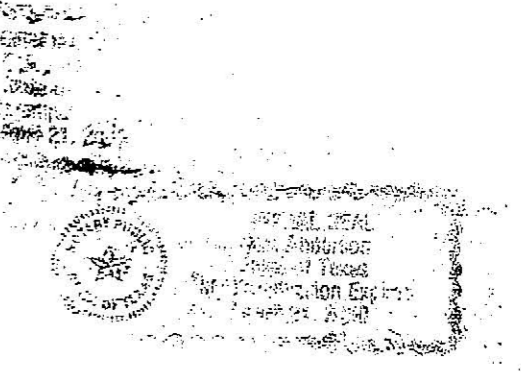
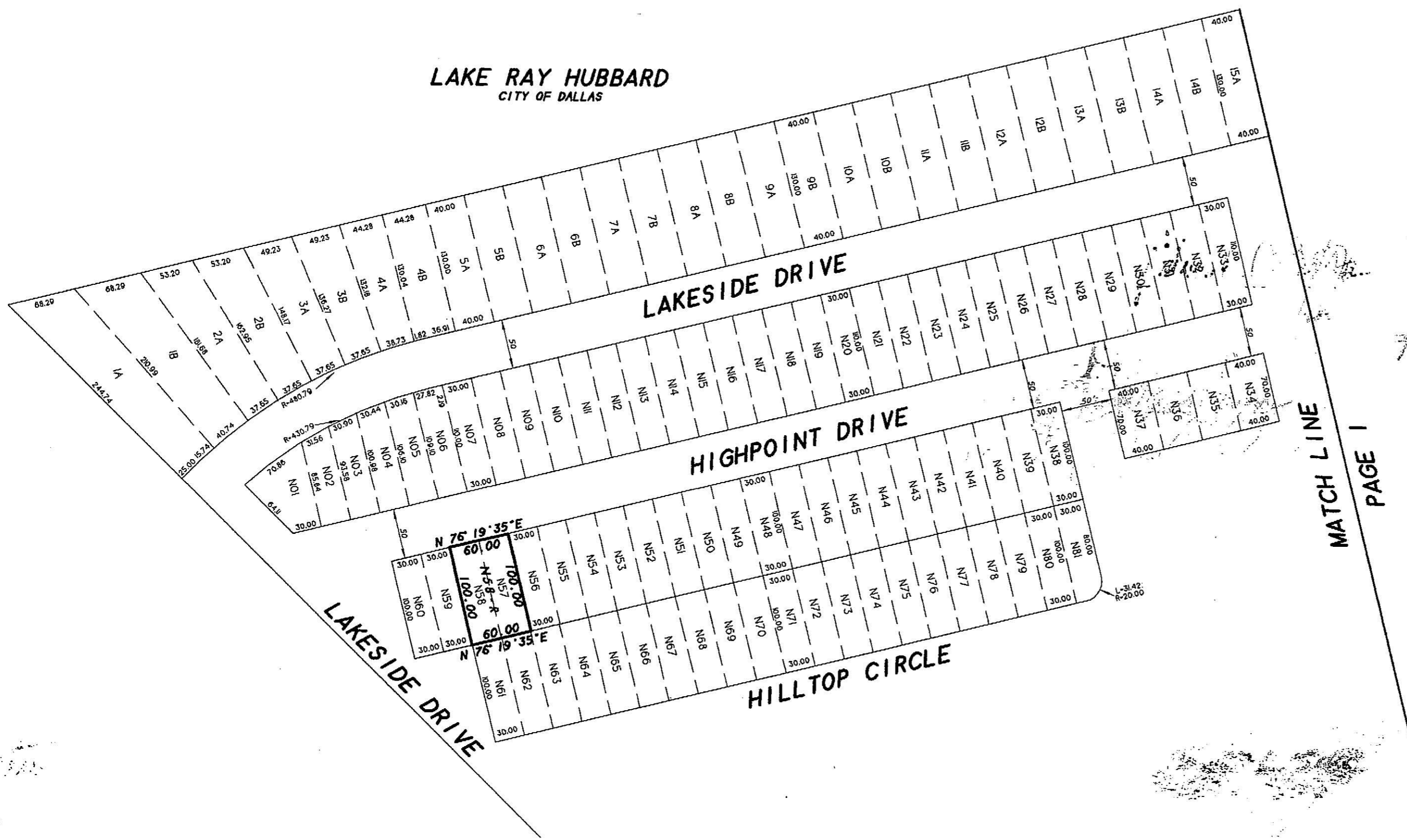
BLOCK P
LOTS 3, 4, 58-62, 71-74, 82-85, 92, 93, 96, 97, 102, 103

WILLIAM BLEVINS SURVEY, ABST. NO. 9
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

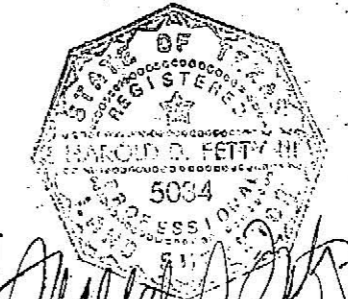
OWNER: TEXAS MHP, INC.

WILLIAM MARTIN, PRESIDENT
305 SHERRY LANE
HURST, TX 76053
214-794-3778

LAKE RAY HUBBARD
CITY OF DALLAS



VICINITY MAP
N.T.S.



Lakeside Village 2, 3, 4

LV

HIGHPOINT DRIVE
50' R.O.W. PER PLAT

OWNER'S CERTIFICATE
(PUBLIC DEDICATION)

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, DAVID H. CUTCOMB, is the owner of the following described tract of land:

BEING LOT N-43 and N-44, of LAKESIDE VILLAGE PHASE FOUR, an Addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet A, Slide 164, of the Plat Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the Southeast right-of-way line of Highpoint Drive at the Northeast corner of said Lot N-43, and at the Northwest corner of Lot N-42:

THENCE S. 13 deg. 40 min. 25 sec. E. along the common line between said lots, a distance of 100.00 feet to a 1/2" iron rod found for corner;

THENCE S. 76 deg. 19 min. 35 sec. W. along the South line of said Lot N-43 and Lot N-44, a distance of 60.00 feet to a 1/2" iron rod found for corner at the Southwest corner of said Lot N-44;

THENCE N. 13 deg. 40 min. 25 sec. W. along the common line between Lot N-45 and Lot N-44, a distance of 100.00 feet to a 3/8" iron rod found for corner in the Southeast right-of-way line of Highpoint Drive;

THENCE N. 76 deg. 19 min. 35 sec. E. along said right-of-way line, a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.14 acres or 6000 square feet of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF ROCKWALL

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the CUTCOMB RESUBDIVISION, 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. I (we) further certify that all other parties who have a mortgage or lien interest in the CUTCOMB RESUBDIVISION have been notified and signed this plat.

I (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. I (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. 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.

I (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; I (we), my (our) successors and assigns hereby waive any claim, damage, or cause of action that I (we) may have as a result of the dedication of exaction's made herein.

David H. Cutcomb

DAVID H. CUTCOMB

FINAL PLAT

CUTCOMB RESUBDIVISION
OF LOTS N-43 & N-44
LAKESIDE VILLAGE PHASE FOUR
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

OWNER
DAVID CUTCOMB
3606 HILLTOP CIRCLE
ROCKWALL, TX 75087
972-771-4646

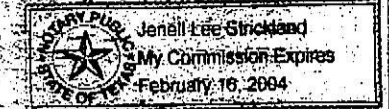
STATE OF TEXAS
COUNTY OF ROCKWALL

Before me, the undersigned authority, on this day personally appeared DAVID H. CUTCOMB, 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 23rd day of Jan, 2001.

Jenell Lee Strickland
Notary Public in and for the State of Texas

2-16-04
My Commission Expires:



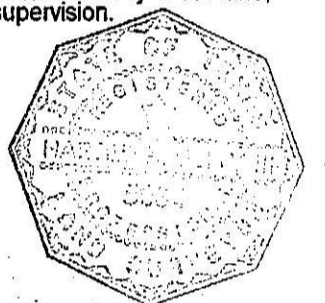
NOTE: It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within 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.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold D. Fetty, III 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 D. Fetty, III
Harold D. Fetty, III Registered Professional Land Surveyor No. 5034

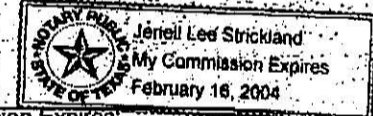


STATE OF TEXAS
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 4th day of December, 2000.

Jenell Lee Strickland
Notary Public in and for the State of Texas

2-16-04
My Commission Expires:
February 16, 2004



RECOMMENDED FOR FINAL APPROVAL

[Signature]
Planning and Zoning Commission Date 2-21-2001

APPROVED

I hereby certify that the above and foregoing plat of an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the 18 day of SEPTEMBER, 2000. This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall County, 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 City of Rockwall, Texas.

WITNESS OUR HANDS, this 20 day of February, 2001

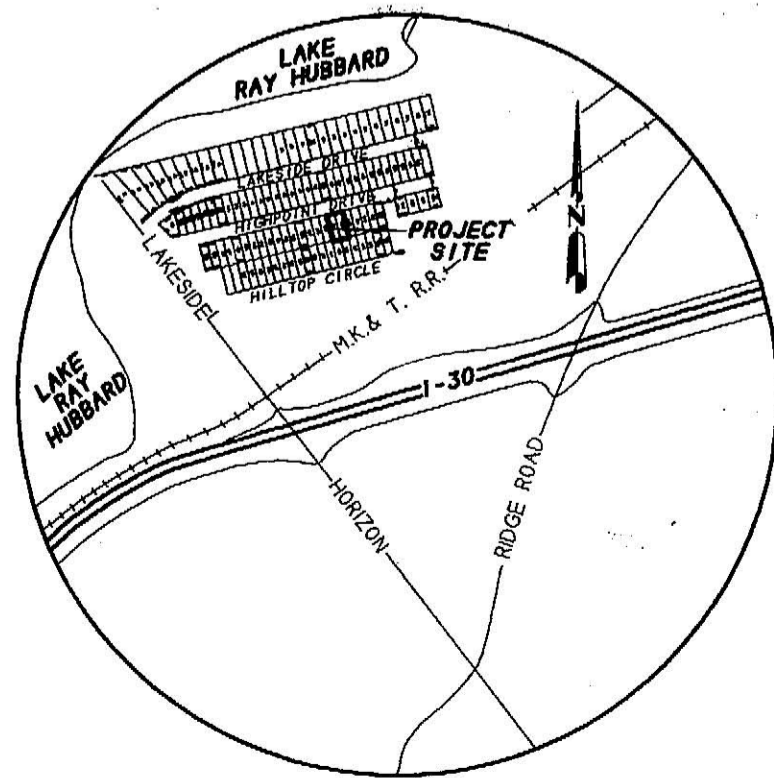
Scott L. Self
Mayor, City of Rockwall

Berinda Page
City Secretary City of Rockwall



NOTES

- 1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 480547 0005 C dated June 16, 1992, this property lies in Zone X. This property does not appear to lie within a 100-year flood plain.
- 2) BEARING SOURCE: RECORDED PLAT.



VICINITY MAP
N.T.S.

FILED FOR RECORD
ROCKWALL CO. TEXAS
01 FEB 22 PM 2:16
LALETTE BURKS
CO. CLERK
BY: _____ DEPUTY

ROCKWALL SURVEYING COMPANY, INC.
908 E. WASHINGTON, SUITE D ROCKWALL, TEXAS 75087 PHONE (972) 772-6434 FAX (972) 772-6448

SURVEY DATE JULY 27, 2000
SCALE 1" = 20' FILE # 20000809
CLIENT CUTCOMB GF * NONE

LV

Cutcomb Resubdiv

D-373