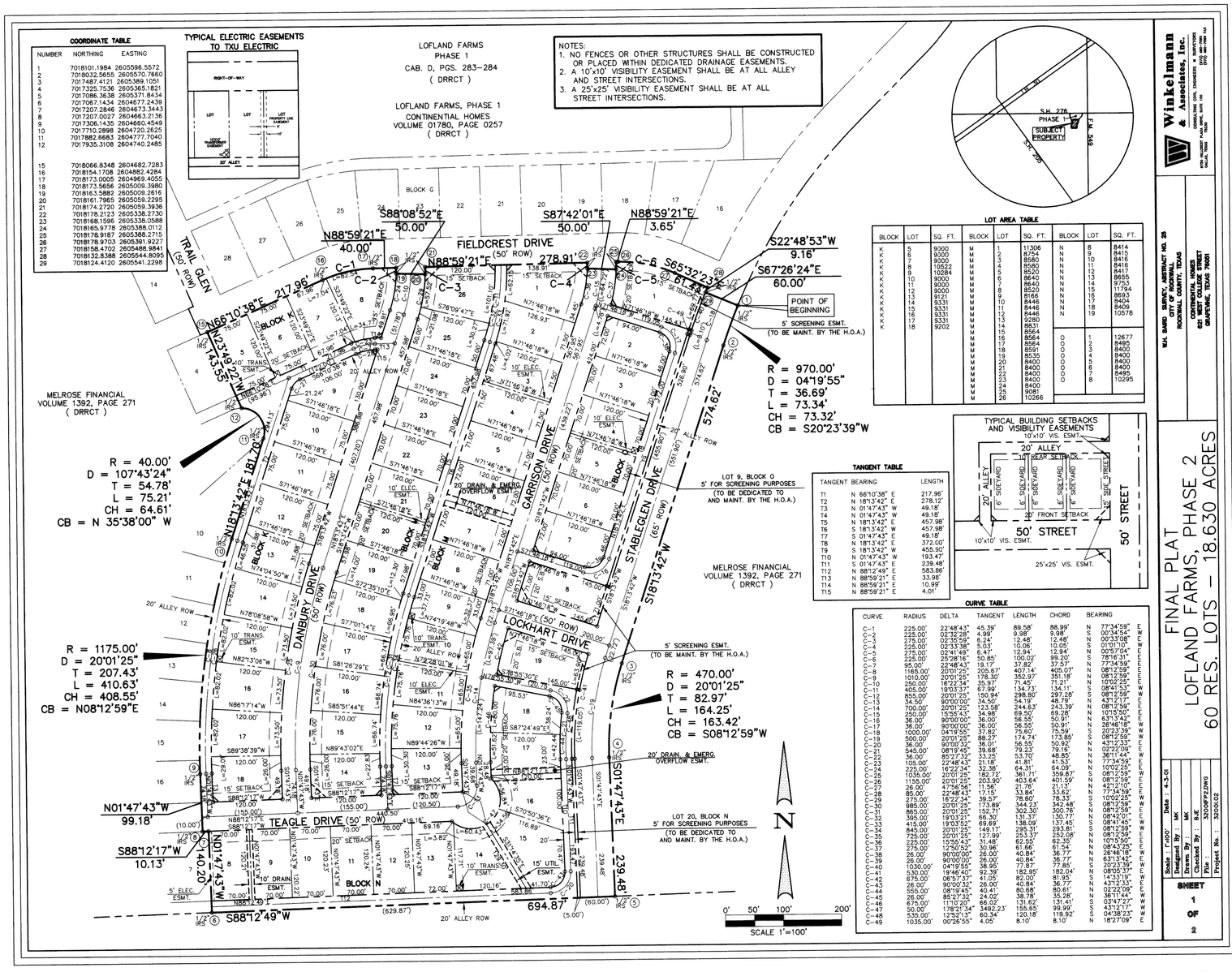

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, MELROSE FINANCIAL and CONTINENTAL HOMES are the owners of a tract of land situated in the W. H. Baird Survey Abstract No. 25, Rockwall County, Texas and being a portion of a tract of land described in a deed to Melrose Financial as recorded in Volume 1392, Page 271 of the Deed Records of Rockwall County, Texas (DRRCT) and a portion of a tract of land described in a deed to Continental Homes as recorded in Volume 01780, Page 0257 (DRRCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set for the most southeasterly corner of LOFLAND FARMS, PHASE 1, an addition to the City of Rockwall as recorded in Cabinet D, Pages 283-284 (DRRCT), said 1/2 inch iron rod set being the beginning of a curve to the left having a radius of 970.00 feet, a chord bearing South 20°23'39" West and a chord distance of 73.32 feet;

THENCE along said curve to the left through a central angle of 04°19'55" for an arc length of 73.34 feet to a 1/2 inch iron for set for corner;

THENCE South 18°13'42" West a distance of 574.62 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 470.00 feet, a chord bearing South 08°12'59" West and a chord distance of 163.42 feet;

THENCE along said curve to the left through a central angle of 20°01'25" for an arc length of 164.25 feet to a 1/2 inch iron rod set for corner;

THENCE South 01°47'43" East a distance of 239.46 feet to a 1/2 inch iron rod set for corner in the southerly line of said Melrose Financial tract;

THENCE along the southerly line of said Melrose Financial tract South 88°12'49" West a distance of 694.87 feet to a 1/2 inch iron rod set for corner;

THENCE departing the southerly line of said Melrose Financial tract North 01°47'43" West a distance of 140.20 feet to a 1/2 inch iron rod set for corner;

THENCE South 88°12'17" West a distance of 10.13 feet to a 1/2 inch iron rod set for corner;

THENCE North 01°47'43" West a distance of 99.18 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 1175.00 feet, a chord bearing North 08°12'59" East and a chord distance of 408.55 feet;

THENCE along said curve to the right through a central angle of 20°01'25" for an arc length of 410.63 feet to a 1/2 inch iron rod set for corner;

THENCE North 18°13'42" East a distance of 181.70 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 40.00 feet, a chord bearing North 35°38'00" West and a chord distance of 64.61 feet;

THENCE along said curve to the left through a central angle of 107°43'24" for an arc length of 75.21 feet to a 1/2 inch iron rod set for corner;

THENCE North 23°49'22" West a distance of 143.55 feet to a 1/2 inch iron rod set for corner in the southerly line of said LOFLAND FARMS, PHASE 1;

THENCE along the southerly line of said LOFLAND FARMS, PHASE 1 as follows:

North 66°10'38" East a distance of 217.96 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 225.00 feet, a chord bearing North 77°34'59" East and a chord distance of 88.99 feet;

Along said curve to the right through a central angle of 22°48'43" for an arc length of 89.58 feet to a 1/2 inch iron rod set for corner;

North 88°59'21" East a distance of 40.00 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the right having a radius of 225.00 feet, a chord bearing South 00°34'54" West and a chord distance of 9.98 feet;

Along said non-tangent curve to the right through a central angle of 02°32'28" for an arc length of 9.98 feet to a 1/2 inch iron rod set for corner;

South 88°08'52" East a distance of 50.00 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 275.00 feet, a chord bearing North 00°33'08" East and a chord distance of 12.46 feet;

Along said non-tangent curve to the left through a central angle of 02°35'59" for an arc length of 12.46 feet to a 1/2 inch iron rod set for corner;

North 88°59'21" East a distance of 278.91 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the right having a radius of 225.00 feet, a chord bearing South 01°01'10" West and a chord distance of 10.05 feet;

Along said non-tangent curve to the right through a central angle of 02°33'38" for an arc length of 10.06 feet to a 1/2 inch iron rod set for corner;

South 87°42'01" East a distance of 50.00 feet to a 1/2 inch iron rod set for the beginning of a non-tangent curve to the left having a radius of 275.00 feet, a chord bearing North 00°57'04" East and a chord distance of 12.94 feet;

Along said non-tangent curve to the left through a central angle of 02°41'49" for an arc length of 12.94 feet to a 1/2 inch iron rod set for corner;

North 88°59'21" East a distance of 3.65 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 225.00 feet, a chord bearing South 78°16'31" East and a chord distance of 99.20 feet;

Along said curve to the right through a central angle of 25°28'16" for an arc length of 100.02 feet to a 1/2 inch iron rod set for corner;

South 65°32'23" East a distance of 61.43 feet to a 1/2 inch iron rod set for corner;

South 22°48'53" West a distance of 9.16 feet to a 1/2 inch iron rod set for corner;

South 67°26'24" East a distance of 60.00 feet to a 1/2 inch iron rod set for the POINT OF BEGINNING;

CONTAINING within these metes and bounds 18.630 acres or 811,521 square feet of land more or less.

BASIS OF BEARINGS

Bearings shown hereon are based upon a deed to Lofland Farms LTD. as recorded in Volume 1392, Page 271 of the Deed Records of Rockwall County, Texas (DRRCT).

STATE OF TEXAS
COUNTY OF ROCKWALL

We the undersigned owner of the land shown on this plat, and designated herein as the LOFLAND FARMS, PHASE 2, 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 executed. We further certify that all other parties who have a mortgage or lien interest in the LOFLAND FARMS, PHASE 2, 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 structure, storm structures, storm sewers, and alleys, all according to the specifications of the City of Rockwall; or
7. No fence or structure shall be built with any drainage easement.

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 stipulated 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.

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 of water for personal use and fire protection within such plat, as required under Ordinance 83-54.

WITNESS MY HAND, at _____ Texas this the _____ day of _____ 2001.
LOFLAND FARMS LTD.
BY: _____
DON HOLLOWAY (PRESIDENT)

STATE OF TEXAS
COUNTY OF DALLAS

Before me the undersigned authority, a Notary Public in and for the County and State, personally appeared Don Holloway 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 purposes and considerations herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ 2001.

_____
Notary Public in and for State of Texas
My Commission Expires: _____

WITNESS MY HAND, at _____ Texas this the _____ day of _____ 2001.
Continental Homes of Texas, L.P.
a Texas limited partnership
BY: CHTEX of Texas, Inc.
a Delaware corporation, its sole General Partner
BY: _____
John L. Moore, Division President

STATE OF TEXAS
COUNTY OF DALLAS

Before me the undersigned authority, a Notary Public in and for the County and State, personally appeared John L. Moore 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 purposes and considerations herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ 2001.

_____
Notary Public in and for State of Texas
My Commission Expires: _____

I, the undersigned, hereby declares that the survey map hereon, and the field note description heron, depicts and describes the results of an actual on the ground survey made on the 10th day of November, 2000 under my supervision, and that except as shown there are no visible encroachments, protrusions, easements or right-of-ways. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

_____
B.J. Elam
Registered Professional Land Surveyor
Texas Registration No. 4581
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 100
Dallas, Texas 75230
972/490-7090

STATE OF TEXAS
COUNTY OF DALLAS

Before me the undersigned authority, a Notary Public in and for the County and State, personally appeared B. J. Elam 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 purposes and considerations herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ 2001.

_____
Notary Public in and for State of Texas
My Commission Expires: _____

RECOMMENDED FOR FINAL APPROVAL

_____ _____
Planning and Zoning Commission Date

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 _____ day of _____ 2001.

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.

WITNESS OUR HANDS this _____ day of _____ 2001.

_____ _____
Mayor, City of Rockwall City Secretary, City of Rockwall

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
FIRM REGISTRY #526 REGISTERED SURVEYOR FIRM #10018800
2750 HILLCREST, SUITE 100
DALLAS, TEXAS 75230
(972) 490-7090 FAX
W.M. BAIRD SURVEY, ABSTRACT NO. 25
CITY OF ROCKWALL
ROCKWALL COUNTY, TEXAS
CONTINENTAL HOMES
631 WEST COLLEGE STREET
GRAPEVINE, TEXAS 76051
FINAL PLAT
LOFLAND FARMS, PHASE 2
60 RES. LOTS - 18.630 ACRES
Date : 4-3-01
Scale : 1"=00'
Designed By : MK
Drawn By : MK
Checked By : BJE
File : 3200FP2.DWG
Project No. : 3200.02
SHEET 2 OF 2

C:\RUSSELL\3200FP2.dwg Mon Dec 10 15:23:52 2001 RUSSELL