PLAT NOTES

1) Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the floodway is prohibited.

2) The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots.

3) Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways.

4) Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

6) Source bearing The Hills of Lone Star plat as recorded in Volume Q, Page 631 of the Collin County Map Records.

7) Collin County permits are required for building construction, on-site sewage facilities and driveway culverts.

8) All private driveway tie-ins to a county maintained roadway must be even with the existing driveway surface.

9) All surface drainage easements shall be kept clear of fences, buildings, foundations and plantings, and other obstructions to the operation and maintenance of the drainage facility.

10) As shown a portion of the lots lie within a Special Flood Hazard Area inundated by 100-year flood per a Floodplain Study and Dam Breach Study performed by Nathan D. Maier Engineering as reflected on Map Number 48085C0045 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone AE and Zone X).

11) Minimum Finish Floor as shown has been verified to be 2' above the BFE (Base Flood Elevation).

OSSF NOTES

- All lots must utilize alternative type On-Site Sewage Facilities.
- A portion of lots BB1, BB2 and BB3 is located within the 100-year flood plain:
  - o Any OSSF that is located within the 100-year flood plain is subject to special planning requirements.
  - o All electrical/mechanical appurtenances located within the 100-year flood plain must be elevated at least 2' above base flood elevation.
  - o A certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2' above base flood elevation must accompany any permit application for a structure that is proposed to be located within the curvilinear line of the 100-year flood plain.
- Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
- Tree removal and/or grading for OSSF may be required on individual lots.
- There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
- Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

HEALTH DEPARTMENT CERTIFICATION

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site elevations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

RS#3727 2/12/16

Registered Sanitarian or Designated Representative Date
Collin County Developmental Services

General Notes

1. The owner of fee simple title to every individual lot of land within the subdivision must be a member of the homeowners association.
2. The homeowners' association must have the authority to collect membership fees.
3. The homeowners' association must be responsible for the maintenance of all common areas and all screening walls both within and outside of the public right-of-way.
4. The homeowners' association must grant the city right of access to common areas to abate any nuisances thereon, and attach a lien for the prorated cost of abatement upon each individual lot.
5. The homeowners' association shall indemnify and hold the city harmless from any and all costs, expenses, with the city's maintenance of common areas.
6. The homeowners' association shall enter into a license agreement with the City of Van Alstyne, where right-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls, or other amenities, and shall be responsible for the installation and maintenance of all landscape area that are in the public right-of-way.
7. Selling off a portion of this addition by metes and bounds description, without a replat being approved by the City of Van Alstyne, is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
8. Visibility Notes. Intersection visibility triangles shall be shown and maintained in accordance with the City Design Manual.

Utility Certificate

Marilee Special Utility District ________ Name/Title Gen. Mgr

Grayson-Collin Electric Cooperative ________ Name/Title Economic Dev.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N85°51'52"E	66.14'	L13	S58°24'05"E	57.20'
L2	N23°10'25"E	51.05'	L14	S48°01'00"E	75.38'
L3	N40°33'01"W	43.01'	L15	S03°13'58"E	27.47'
L4	S80°17'30"E	38.19'	L16	N05°21'30"E	45.00'
L5	N79°50'58"E	55.53'	L17	S03°01'55"W	56.28'
L6	N17°35'07"E	54.47'	L18	S31°31'41"W	47.52'
L7	N71°08'21"E	40.91'	L19	S52°23'19"W	40.50'
L8	S18°40'10"E	50.24'	L20	S25°06'52"E	39.89'
L9	N83°11'22"E	81.26'	L21	S50°51'46"W	47.53'
L10	S20°58'05"E	54.59'	L22	S41°18'58"E	33.86'
L11	S45°54'25"W	86.04'	L23	S29°05'48"E	37.96'
L12	S02°13'29"E	41.76'			

VICINITY MAP
N.T.S.

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS C. Kent Adams dba Lone Star Partners, is the owner of a tract of land situated in the State of Texas, County of Collin, being part of the James Heffiefinger Survey, Abstract No. 366, being part of a Save & Except 19.07 acre Tract A of The Hills of Lone Star, an addition to Collin County as recorded in Volume Q, Page 631 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod found in the north right-of-way line of North Star Drive marking the most westerly southwest corner of the herein described premises, the most westerly southwest corner of the Tract A, and the southeast corner of Lot 21 of said addition;

THENCE departing said roadway, with the most westerly line of said premises, the most westerly line of said Tract A, and the east line of Lot 21 as follows: North 18°44'38" East, 113.63 feet to a Roome capped iron rod found for corner; North 00°49'01" East, 350.43 feet to a point for corner in middle of Bear Branch, being the northwest corner of Tract A, and being in the south line of Lot 27 of said addition;

THENCE with the downstream meanders of Bear Branch, the north line of said premises, the north line of Tract A, the south line of said Lot 27, and the south line of Lot 26 of said addition as follows:
South 39°38'11" East, 94.05 feet to a point for corner; South 58°57'57" East, 109.82 feet to a point for corner; North 85°51'52" East, 66.14 feet to a point for corner; North 23°10'25" East, 51.05 feet to a point for corner; North 40°33'01" West, 43.01 feet to a point for corner; North 00°25'33" East, 111.53 feet to a point for corner; South 80°17'30" East, 38.19 feet to a point for corner; South 39°15'36" East, 73.30 feet to a point for corner; North 79°50'58" East, 55.53 feet to a point for corner; North 17°35'07" East, 54.47 feet to a point for corner; North 66°40'04" East, 93.64 feet to a point for corner; South 78°31'09" East, 147.23 feet to a point for corner; South 80°07'31" East, 57.20 feet to a point for corner; North 21°05'55" East, 100.51 feet to a point for corner; North 71°08'21" East, 40.91 feet to a point for corner; South 62°04'55" East, 92.94 feet to a point for corner; South 33°53'13" East, 64.42 feet to a point for corner; South 18°40'10" East, 50.24 feet to a point for corner; North 83°11'22" East, 81.26 feet to a point for corner; South 20°58'05" East, 54.59 feet to a point for corner; South 45°54'25" West, 86.04 feet to a point for corner; South 02°13'29" East, 41.76 feet to a point for corner; South 58°24'05" East, 57.20 feet to a point for corner;

THENCE departing the downstream meanders of Bear Branch and the north line of Tract A, South 48°01'00" East, 75.38 feet to a point for corner in an intermittent creek or swale in the east line of Tract A, and the west line of Lot 25 of said addition;

THENCE with said intermittent creek or swale along the east line of said premises, the east line of Tract A, and the west line of Lot 25 as follows:
South 03°13'58" East, 27.47 feet to a point for corner; South 34°43'23" West, 119.04 feet to a point for corner; South 32°44'59" West, 78.04 feet to a point for corner; South 03°01'55" West, 56.28 feet to a point for corner; South 29°12'54" East, 96.93 feet to a point for corner; South 31°31'41" West, 47.52 feet to a point for corner; South 23°04'23" West, 142.74 feet to a point for corner; South 52°23'19" West, 40.50 feet to a point for corner; South 25°06'52" East, 39.89 feet to a point for corner; South 50°51'46" West, 47.53 feet to a point for corner; South 07°02'20" East, 90.58 feet to a point for corner; South 42°55'41" West, 145.73 feet to a point marking the southeast corner of said premises, the southeast corner of said Tract A, and the northeast corner of Lot 20 of said addition;

THENCE departing said intermittent creek or swale area and along a south line of said premises, the most southerly south line of Tract A, and the north line of Lot 20, North 80°28'42" West, 648.22 feet to a Roome capped iron rod found in the east right-of-way line of the aforementioned North Star Drive and marking the most southerly southwest corner of said premises, the most southerly southwest corner of Tract A, and the northwest corner of said Lot 20;

THENCE with the east right-of-way line of North Star Drive, the west line of said premises, and the west line of Tract A as follows:
Northeasterly along a curve to the right having a central angle of 03°31'16", with a radius of 199.99 feet, for an arc distance of 12.29 feet (chord = North 40°18'49" East, 12.29 feet) to a point of reverse curve; northeasterly along a curve to the left having a central angle of 25°38'54", with a radius of 250.00 feet, for an arc distance of 111.91 feet (chord = North 29°13'00" East, 110.98 feet) to the beginning of a compound curve to the left; northeasterly along said curve having a central angle of 05°03'26", with a radius of 249.99 feet, for an arc distance of 22.07 feet (chord = North 13°51'50" East, 22.06 feet) to a point of reverse curve; northeasterly along said curve to the right having a central angle of 48°32'14", with a radius of 25.01 feet, for an arc distance of 21.18 feet (chord = North 35°36'13" East, 20.56 feet) to a point of reverse curve; northwesterly along said curve to the left having a central angle of 136°48'20", with a radius of 114.99 feet, for an arc distance of 274.57 feet (chord = North 08°31'34" West, 213.84 feet) to a point of reverse curve; northwesterly along said curve to the right having a central angle of 14°52'18", with a radius of 200.00 feet, for an arc distance of 51.91 feet (chord = North 69°29'12" West, 51.77 feet to a point of reverse curve; northwesterly along said curve to the left having a central angle of 00°07'49", with a radius of 23080.67 feet, for an arc distance of 52.46 feet (chord = North 62°06'58" West, 52.46 feet) to the beginning of a compound curve; northwesterly along said curve to the left having a central angle of 11°23'23", with a radius of 410.45 feet, for an arc distance of 81.59 feet (chord = North 69°52'45" West, 81.46 feet) to the place of beginning and containing 818,000 square feet or 18.78 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams DBA Lone Star Partners, IS THE OWNER OF A TRACT OF LAND, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **Lots BB-1 thru BB-4, & Tract Z of The Hills of Lone Star, Phase 5/Bear Branch**, AN ADDITION THE CITY OF VAN ALSTYNE, TEXAS AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS ON SAID PLAT. UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CIT OF VAN ALSTYNE'S USE THEREOF. THE CITY OF VAN ALSTYNE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS AND THE CITY OF VAN ALSTYNE ON ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION RECONSTRUCTION, INSPECTING, PATROLLING, MAINTAINING, AND ADDITION TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. C. Kent Adams DBA Lone Star Partners, DOES HEREBY BIND ITSELF, ITS SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, ALLEYS, EASEMENTS, AND RIGHTS UNTO THE PUBLIC AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF VAN ALSTYNE.

The Owner shall be subject to the following conditions which shall be binding upon the Owner, their heirs, grantees, successors and assigns. The facilities, together with all incidental improvements, and all necessary lateral in, upon and across certain real property located in the ETJ of the city of Van Alstyne, Collin County, Texas, is more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"). The Easement will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Easement. The city of Van Alstyne, hereinafter called "City", will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Easement, as herein above defined, unless approved by the City Manager or Designee. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress or egress for the purpose of inspection and supervision maintenance work by the property owner to alleviate any undesirable conditions which may occur. The drainage through the Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for nay damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of nay structure or structures, with the Easements.

WITNESS MY HAND THIS 18th DAY OF January

Signature of Owner

To the best of my knowledge, there are no liens against this property.

Signature of Owner

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ***C. Kent Adams***, 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 18th day of January, 2016.

Notary Public for the State of Texas

JOSEPH EDWARD HELMBERGER
Notary Public, State of Texas
Comm. Expires 06-19-2019
Notary ID 1629429

Easement Legend

- (A) 20' Common Area & Drainage Easement
- (B) 20' Water Easement
- (C) 20' Electric Easement

Utility Service Providers

Water - Marilee Special Utility District
(M.S.U.D.)
PO Box 1017
Celina, Tx 75009
(972) 382-3222

Electric - Grayson Collin Electric Coop.
1096 N Waco
Van Alstyne, Tx 75495
(903) 482-7100

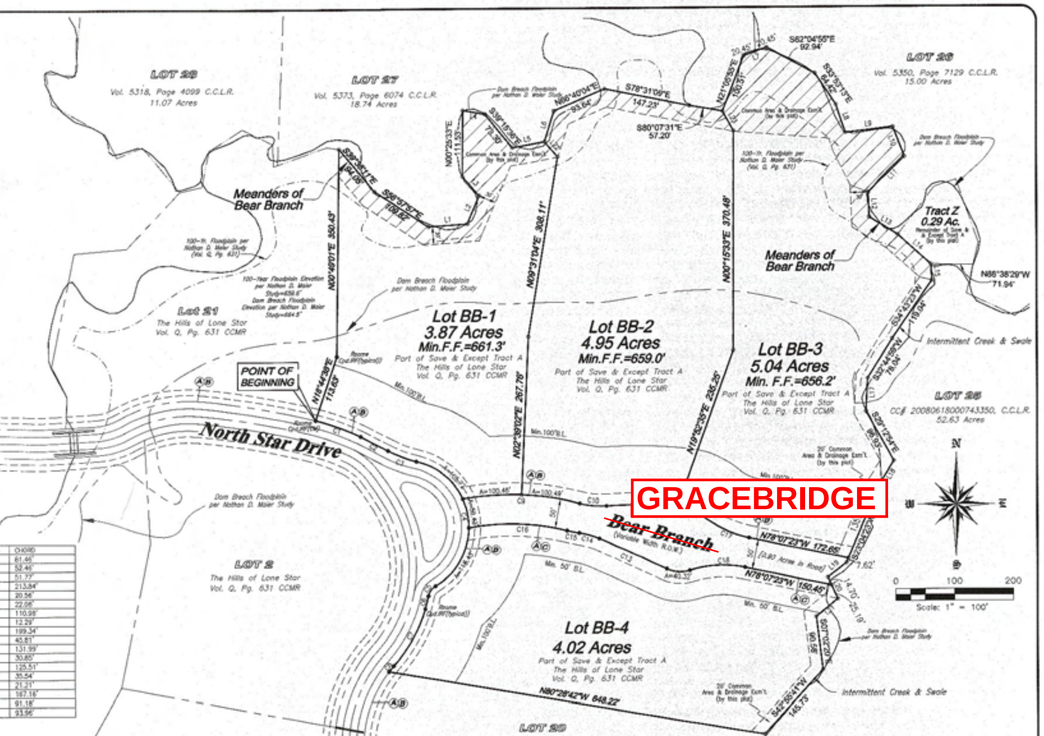
Sanitary Sewer - OSSF - Private

LEGEND

CM	Controlling Monument
CNS	Could Not Set (woods)
RCIRF	Roome Capped Iron Rod Found
RCIRS	Roome Capped Iron Rod Set
Ref.	Reference iron set on property line
B.L.	Building Line
CCMR	Collin County Map Records

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/12/2016 12:52:47 PM
$31.00 DLAIRD
20160212010000640

2016-105



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD
C1	11°23'23"	410.45'	81.56'	N69°52'45"W	81.46'
C2	0°07'49"	23080.67'	52.46'	N62°06'56"W	52.46'
C3	14°52'18"	200.00'	51.91'	N69°29'12"W	51.77'
C4	136°48'20"	114.99'	274.57'	N08°31'34"W	213.84'
C5	48°32'14"	25.01'	21.18'	N35°36'13"E	20.56'
C6	5°03'26"	249.99'	22.07'	N13°51'50"E	22.06'
C7	25°38'54"	250.00'	111.91'	N29°13'00"E	110.98'
C8	3°31'16"	199.99'	12.29'	S40°16'49"E	12.29'
C9	25°18'23"	455.00'	200.97'	N87°36'54"W	199.34'
C10	19°10'47"	137.50'	46.03'	N84°33'06"W	45.81'
C11	11°15'48"	672.50'	132.20'	N88°30'38"W	131.99'
C12	32°53'01"	54.50'	31.28'	N68°26'11"W	30.85'
C13	2°04'05"	3477.50'	125.52'	N65°47'28"W	125.51'
C14	14°51'06"	137.50'	35.64'	N74°15'04"W	35.54'
C15	5°24'14"	225.00'	21.22'	N78°58'30"W	21.21'
C16	23°49'10"	405.00'	168.37'	N88°10'58"W	167.16'
C17	28°08'37"	187.50'	92.10'	N64°03'05"W	91.18'
C18	29°01'21"	187.50'	94.98'	S87°21'56"W	93.96'

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, F. E. Bemenderfer Jr., 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 supervision. All easements of which I have knowledge or have been advised of are shown. This plat was prepared in accordance with the subdivision rules and regulations of Collin County, Texas.

F. E. Bemenderfer Jr.
Registered Professional
Land Surveyor No. 4051

STATE OF TEXAS / REGISTERED / F.E. BEMENDERFER JR. / 4051 / PROFESSIONAL / LAND SURVEYOR

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ***F.E. Bemenderfer Jr.***, 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 14th day of January, 2016.

Notary Public for the State of Texas

ORTENCIA BORJAS
My Commission Expires
August 25, 2017

City of Van Alstyne

RECOMMENDED FOR ACCEPTANCE by the following vote of the Planning and Zoning Commission of the City of Van Alstyne, Texas on the 1st day of December, 2015.

AYE 4 NAY 0 ABSTAIN 0

ATTESTED AND SIGNED

Chairman, Planning & Zoning Commission Vice-Chairman, Planning & Zoning Commission

CITY SIGNATURE BLOCK

On the 12th day of January 2016 this plat was duly approved by the City Council of the city of Van Alstyne.

Signed: ________ Chairman, Planning and Zoning Commission Attest: ________ City Clerk

Signed: ________ Mayor Attest: ________ City Clerk

CITY OF VAN ALSTYNE TEXAS

NOTES AFFECTING ALL LOTS

1. Covenants and Restrictions. "Declaration of Covenants, Conditions, Restrictions and Easements for Lone Star" regarding the Property, which has been recorded at Clerk's File No. 2003-35351 in the Real Property Records of Collin County, Texas (the "Declaration"), and which has been extended to the Plat by a declaration of annexation recorded at Clerk's File No. 20151103001391630 in the Real Property Records of Collin County, Texas.

2. Landowner Agreements. Each individual Parcel may be subject to a separate Landowner Agreement filed in the Real Property Records of Collin County, Texas, that supplements or, modifies or waive portions of the Declaration. Such Landowner Agreements may supplement, modify or waive the covenants and restrictions contained herein as Declarant may deem desirable and not inconsistent with this Declaration in a manner which materially adversely affects the concept of this Declaration contain easements, additions and modifications to the Declaration as may be desirable to reflect the different character of each individual Parcel and related improvements and as are not unequivocally contrary to the scheme of development for the Property as set forth in the Declaration. Each Landowner Agreement shall have the effect of supplementing, or modifying and/or waiving, as the case may be, the Declaration, but only as until formation of the Landowner Association, Declarant shall have all of the authority, powers, rights, immunities and protections, but not the obligations, of the Landowner Association, the board of directors of the Landowner Association, and the Committee, all as set forth more particularly in this Declaration, in order that the Development may be established as a fully occupied and functioning residential community, to the Parcel that is the subject of the Landowner Agreement and only to the extent specifically expressed in such Landowner Agreement.

3. Common Area. A portion of the Parcel been designated as Common Area and as such shall be owned or controlled by Declarant and/or Seller and/or the Landowner Association, when formed, for the common use and enjoyment of the Owners of Parcels within the Property. The Common Area is shown by the designation of Common Area Easements on the Final Plat, together with other easements within the Property, subject to supplementation or modification by Landowner Agreements with respect to individual Parcels. The Common Area may include, without limitation, areas utilized for landscaping, trails, recreation, parks, greenbelt, drainage, equestrian facilities or any other similar facilities, the location, nature and availability of same as deemed desirable by Declarant and/or the Landowner Association.

4. Common Area Easements. The Common Area Easements for described on the Final Plat and in the Landowner Agreements for individual Parcels are for the common use, enjoyment and benefit of the Owners of Parcels in the Property, their families, guests, tenants, successors and assigns, subject to the rights, restrictions and requirements of the Declaration:

(a) Common Area Easements may be used for landscaping, drainage, trails, walking, biking, riding, recreation, parks, greenbelt, all uses related thereto and any other uses deemed advisable by Declarant and/or the Landowner Association.

(b) Declarant and/or the Landowner Association shall be authorized and empowered to control and to establish, issue and enforce any guidelines, rules and regulations governing the use, management, maintenance and all other aspects pertaining to the Common Area Easements as deemed desirable or advisable by Declarant and/or the Landowner Association.

(c) The Common Area Easements shall be generally comprised of the following, subject to supplementation or modification by Landowner Agreements applicable to individual Parcels:

(i) All portions of each Parcel within twenty (20) feet of any existing or future county road right-of-way;

(ii) All portions of each Parcel within twenty (20) feet of any boundary line of the Parcel and within twenty (20) feet of the edge of any pond, lake, creek, draw, or other body of water, waterway or drainage-way located on any boundary line of the Parcel;

(iii) All portions of each Parcel identified as Common Area Easement on this plat or in any landowner agreement regarding each Parcel.

(d) Common Area Easements as described and for said purposes are reserved to Seller and shall be granted by each Owner of a Parcel, and each Owner by acceptance of a deed from Declarant shall take title to the Parcel subject thereto.

(e) Each Owner agrees to grant such Common Area Easements and to execute and deliver separate written easements in writing, with metes and bounds description of said easements, to Seller upon Declarant's or the Landowner Association's request at or after closing, to evidence the Common Area Easements; provided, however, that it will be Declarant's or the Landowner Association's responsibility to prepare and deliver such written Common Area Easements to Owner.

(f) Declarant or the Landowner Association may place fencing along the easement lines of the Common Area Easements, subject to the rights, requirements, conditions, covenants and restrictions set forth in the Declaration; whereupon, the Common Area Easements shall be revised, if necessary, to coincide with said fence line, and Declarant or the Landowner Association and Owner shall execute and record any documents reasonably necessary to reflect such revision.

(g) As set forth more particularly, except as permitted in the Declaration or and except as Declarant and/or the Landowner Association deem advisable, no motorized or recreational vehicles, trailers, mobile homes or boats (except for landscaping, construction, maintenance or other similar purposes) shall be permitted or used in the Common Area Easements, no livestock or other animals shall be allowed to graze or roam unrestrained in the Common Area Easements, no hunting, fishing, boating or trapping shall be allowed in the Common Area Easements, and no Buildings, Improvements or structures of any kind shall be placed, erected or constructed in the Common Area Easement; provided, however, landscaping, walking, jogging, biking, horseback riding, other such recreational and related activities and the construction and maintenance of trails, pathways and structures related thereto, as deemed advisable by Declarant and/or the Landowner Association, shall be allowed, subject to all requirements in the Declaration and all guidelines, rules and, regulations and restrictions issued established by Declarant and/or the Landowner Association pertaining to the Common Area Easements or such activities.

5. Utility, Drainage and Maintenance Easement. Declarant for the benefit of itself, the Owners and the Landowner Association, reserves with respect to all Parcels and the Property a nonexclusive easement over, across and upon the Common Area Easements for installation and repair of utility service, for the natural drainage of water over, across and upon the Parcels and the Property, and for necessary maintenance and repair of any Building or Improvements situated on the Common Area, in accordance with and subject to the Declaration.

6. County Easement. Declarant reserves an easement over, across and upon the Parcel for governmental, public service, health and emergency use, including but not limited to, the right of the sheriff to enter upon any part of the Common Area for the purpose of enforcing the law and the right of other governmental authority's or agency's employees, contractors and emergency service personnel to enter upon any part of the Common Area for the purpose of maintenance, fire safety, health or medical emergency purposes, in accordance with and subject to the Declaration.

7. Water and Electric Services. The placement of water and electric meters for service to Owner on the Parcels is beyond the control of Declarant and it is the responsibility of each Owner to make application, seek approval and pay for such the installation of water and electric meters required to provide service to the Parcel. Owners are required to apply to and pay Marilee Special Utility District for a water meter to provide water service to Parcel within 365 days after the closing on an Owner's purchase of a Parcel.

8. Perimeter Fencing. As provided in and subject to the provisions of the Declaration, Declarant or the Landowner Association shall have the right, but not the obligation, to place, construct and erect Perimeter Fence on the Parcel on the fence setback line along any Road or Right-of-Way at the expense of Owner.

9. Setback Requirements. Construction of all Improvements on the Property shall comply with the following setback requirements:

(a) Except as specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping, driveways, entry features, retaining walls, gates and Perimeter Fencing and adjacent side property line fencing) must be set back from any Road the lesser of (A) one hundred fifty (150) feet, or (B) a distance equal to one-third (1/3) of the distance from said Road to the farthest boundary line of the Parcel. Provided, however, that the minimum setback from any Road shall not be less than one hundred (100) feet.

(b) Except as specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping, retaining walls and Perimeter Fencing and side property line fencing) must be set back from the side or back boundary line of any Parcel or Common Area the lesser of (A) fifty (50) feet, or (B) a distance equal to one-fifth (1/5) of the distance from said boundary to the directly opposing boundary line of the Parcel. Provided, however, that the minimum setback from the boundary line of any Parcel or Common Area shall not be less than twenty-five (25) feet.

(c) Notwithstanding the foregoing, either the Architectural Control Committee or Declarant may, by separate Landowner Agreement or by recorded instrument regarding the Property, specify modified setback requirements for Improvements on certain Parcels that are greater than or different from the minimums set forth above, whereupon the Owners of such Parcels must comply with such modified setback requirements.

Final Plat of
Lots BB-1 thru BB-4, & Tract Z of The Hills of Lone Star, Phase 5/Bear Branch 18.78 Acres
being a Replat of a portion of a Save & Except 19.07 Acre Tract A in The Hills of Lone Star recorded in Vol. Q, Pg. 631, CCMR
James Hefflefinger Survey, Abstract No. 366
Collin County, Texas
November 17, 2015

ENGINEER	OWNER
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REVISED: 1/14/2016

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