

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams dba Lone Star Partners, the owner, does hereby adopt this plat designating the hereinabove described property as Lot 13R and Lot 14R, Phase 6/East Fork South, The Hills of Lone Star, an addition to Collin County, Texas, and do hereby dedicate to the public use forever, the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growth which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easement strips, and any public utility shall at any time have the right of ingress and egress to or from the said easement strips for the purpose of construction, reconstruction, patrolling, maintaining and adding to or removing from all parts or its respective system without the necessity at any time of procuring the permission from anyone.

EXECUTED this 28th day of November, 2017.

C. Kent Adams dba, Lone Star Partners

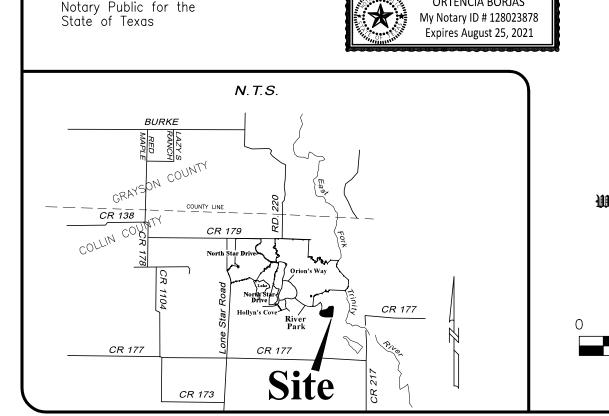
#### STATE OF TEXAS COUNTY OF COLLIN

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.

ORTENCIA BORJAS

Scale: 1"=100'

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of November, 2017.



# 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

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

8) 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 9) There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County development services.

10) Collin County permits are required for building construction, on—site sewage facilities and

11) Driveways shall meet Collin County culvert permit requirements. Driveways that do not meet driveway/culvert permit requirements shall be removed and corrected at the owners expense.

12) Driveway/culvert permits are required at all existing county road tie—ins.

13) All private driveway tie-ins to a county road must be even with the existing driving surfacé and flush with edgé of existing county road.

## OSSF NOTES

o (Due to the site evaluator's determination that all lots are predominately class IV soils) All lots must utilize alternative type On-Site Sewage Facilities. o Must maintain state-mandated setback of all On-Site Sewage Facility

distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations). o Tree removal and/or grading for OSSF may be required on individual

components from any/all easements and drainage areas, water

o 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.

Registered Sanitarian or Designated Representative Collin County Developmental Services

## 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. 20161101001481520 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

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

(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

(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

(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 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.

(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

(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

(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

(g) As set forth more particularly. Except as permitted in the Declaration orand 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 issuedestablished 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 Fasement. 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 Gunter 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

(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 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 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.

#### **CONSTRUCTION NOTES**

- Contractor shall take appropriate measures to prevent tracking of mud and /or soils onto existing and /or new pavement. Any tracking that occurs shall be removed immediately by the

- Contractor shall maintain the integrity of existing county road ditches.

- Existing paving, utilities, fences, etc., damaged by the construction of the proposed improvements shall be replaced to a condition equal to or better than its original condition. The contractor shall make these repairs at his own expense.

- Contractor is responsible for damages to existing county roads. Collin County and the contractor shall document the existing county road prior to and following construction.

CM Controlling Monument

Building Line

CCMR Collin County Map Records

CNS Could Not Set (woods/Cedar)

Roome Cod.IRF Roome Capped Iron Rod Found

Roome Capped Iron Rod Set

Reference iron set on property line

LEGEND

#### **Utility Service Providers**

<u>Water</u> - Marilee Special Utility District [M.S.U.D.] PO Box 1017 Celina, Tx 75009

(972) 382-3222 <u>Electric</u> – Grayson County Electric Coop. 1096 N Waco Van Alstyne, Tx 75495

<u>Sanitary Sewer</u> - OSSF - Private

(903) 482-7100

#### 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 John L. White Survey, Abstract No. 1014, being all of a Lot 13 and Lot 14 of The Hills of Lone Star. Phase 6/East Fork South as recorded in Volume 2017. Page 467 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 curving easterly right—of—way line of Riverbend, marking the northwest corner of said Lot 14, said premises, same being the southwest corner of Lot 1R of The Hills of Lone Star, Phase 4/East Fork North as recorded in Volume 2016, Page 342 of the Collin County Map Records;

THENCE with the north line of said Lot 13 and 14, said premises, the south line of said Lot 1R, and Lot 2 of The Hills of Lone Star, Phase 4/East Fork North as recorded in Volume 2015, Page 326 of the Collin County Map Records, as follows: North 81°23'18" East, 371.16 feet to a point marking the northeast corner of Lot 14 and the northwest corner of Lot 13 of said Phase 6/East Fork South; North 53°26'48" East, 195.82 feet to an angle break; North 21°47'14" East, 100.79 feet to a point on the easterly line of said Lot 1R, and marking the southwest corner of said Lot 2, Phase 4/East Fork North; South 88°29'10" East, 93.71 feet to an angle point; North 81°42'06" East, 119.10 feet to a point marking the northeast corner of said Lot 13, said premises, and the northwest corner of Lot 12 of said Phase 6/East Fork South; THENCE with a common line of said Lots 12 and 13, same being the east line of said premises, South 06°41'42" West, 618.72 feet to a Roome capped iron rod set on the north right-of-way line of Riverbend, marking the southeast corner of Lot 13, said premises, and the southwest corner of Lot 12;

THENCE with the northerly and easterly right—of—way line of said Riverbend, the south line of Lot 13, the southerly and westerly lines of Lot 14, as follows: South 86°54'53" West, 216.45 feet to a Roome capped iron rod set marking the beginning of a curve to the right; northwesterly along said curve through a central angle of 22°10'56" for an arc distance of 474.26 feet and having a radius of 1,225.00 feet (chord = North 81°59'39" West, 471.30 feet) to a Roome capped iron rod set marking a compound curve to the right; northwesterly along said curve through a central angle of 88°58'29" for an arc distance of 194.11 feet and having a radius of 125.00 feet (chord = North 26°24'57" West, 175.19 feet) to a Rome capped iron rod set marking a point of reverse curve to the left; northeasterly along said curve a central angle of 09°20'48" for an arc distance of 126.43 feet and having a radius 775.00 feet (chord = North 13°23'53" East, 126.29 feet) to the place of beginning and containing 7.990 acres of land.

#### 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

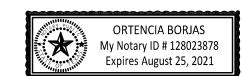


STATE OF TEXAS COUNTY OF COLLIN

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 28th day of November, 2017.

Notary Public for the State of Texas



THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the \_\_\_\_\_ day of \_\_\_\_\_,

Collin County Judge Keith Self

> Replat Lot 13R and Lot 14R Phase 6/East Fork South, The Hills of Lone Star 7.990 Acres

being a Replat of Lot 13 and Lot 14 The Hills of Lone Star, Phase 6/East Fork South as recorded in Volume 2017, Page 467 of the Collin County Map Records John L. White Survey, Abstract No. 1014

Collin County, Texas December 2017

**ENGINEER** 

Kimley-Horn 106 West Louisiana Street McKinney, Texas 75069 (D) 469-301-2585 (F) 972-239-3820 Contact: Joseph Helmberger, P.E.

C. Kent Adams dba Lone Star Partners 2160 Lone Star Rd. Celina, Texas 75009 (0) 214-532-4114 (F) 972–382–3999 Contact: C. Kent Adams

<u>OWNER</u>

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