

NOTES AFFECTING ALL LOTS

- 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 Declarationcontain 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 asUntil 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 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 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 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 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 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 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
- 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.

General Notes

1. Selling off a portion of this addition by metes and bounds description, without a replat being approved by the Collin County Commissioners Court, is a violation of county ordinance and state law and is subject to fines and withholding of utilities and building permits.

2. Visibility Notes. Intersection visibility triangles shall be shown and maintained in accordance with the County Design Manual.

PLAT NOTES

Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the floodway is prohibited.
 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.
 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.
5) Collin County permits are required for building construction, on—site sewage facilities and driveway culverts.

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

7) 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.

maintenance of the drainage facility.

8) No part of the subject property lies within a Special Flood Hazard Area inundated by 100—year flood per 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 X).

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Lone Star Partners is the owner of a tract of land situated in the State of Texas, County of Collin, being part of the Jesse Adamson Survey, Abstract No. 9, part of the Thomas Allen Survey, part of the John D. Douglas Survey, Abstract No. 263, and part of Lone Star Partners property as recorded under County Clerk No. 95—0030138 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a RPLS 4613 capped iron rod found in the west right—of—way line of Lone Star Road (60' R.O.W.) as recorded under County Clerk No. 93—0065105 of the Collin County Land Records, and being the southeast corner of Harold V. Murphy's called 4.401 acre tract as recorded under County Clerk No. 20061026001543180 of the Collin County Land Records;

THENCE with the west right-of-way line of Lone Star Road and passing thru said Lone Star Partners property as follows: southeasterly along a curve to the right, through a central angle of 01°51′15" having an arc distance of 47.57 feet, with a radius of 1470.00 feet (chord = S 00°47′53" E, 47.57 feet) to a Roome capped iron rod set marking the end of said curve; South 00°07′44" West, 957.85 feet to a point marking the beginning of a curve to the left; southeasterly along said curve to the left, through a central angle of 24°30′03" having an arc length of 440.45 feet, with a radius of 1030.00 feet (chord = S 12°07′17" E, 437.10 feet) to a Roome capped iron rod set marking a point of reverse curve; southeasterly along a curve to the right, through a central angle of 24°30′04" having an arc length of 414.79 feet, with a radius of 970.00 feet (chord = S 12°07′17" E, 411.64 feet) to a ½" iron rod found marking the end of said curve; South 89°52′55" East, 4.17 feet to a point for corner in the west right-of-way line of 25' Road Easement as recorded in Volume 3136, Page 185 of the Collin County Land Records; South 00°11′46" West, 915.98 feet to a Roome capped iron rod set marking the southwest corner of said premises, and the northeast corner of Chris Hornbaker's called 13.251 acre tract as recorded in Volume 5132, Page 4294 of the Collin County Land Records;

THENCE departing said roadway and glong a south line of said premises as follows: North 88°42'17" West along the north line of said 13.251 acre tract a distance of 840.91 feet to a 1/2" iron rod found marking the northwest corner of said 13.251 acre tract, and the northeast corner of Jarod Prusak's called 12.60 acre tract as recorded under County Clerk No. 20070226000259600 of the Collin County Land Records; North 88°45'04" West along the north line of said 12.60 acre tract a distance of 411.90 feet to a RPLS 4613 capped iron rod found marking the northwest corner of said 12.60 acre tract, and the northeast corner of Darla Yvonne Reagin's called 18.786 acre tract as recorded under County Clerk No. 20080430000520240 of the Collin County Land Records; North 88°40'24" West along the north line of said 18.786 acre tract and the north line of Maria Gloria Diaz's called 14.754 acre tract as recorded in Volume 5431, Page 6742 of the Collin County Land Records, a distance of 1088.16 feet to a RPLS 4613 capped iron rod found marking the northwest corner of said 14.754 acre tract, and the northeast corner of Than Than Investments, LT's called 15.000 acre tract as recorded in Volume 5070, Page 4898 of the Collin County Land Records; North 88°36'22" West with the north line of said called 15.000 acre tract a distance of 280.73 feet to a 1/2" iron rod found in the north line of said 15.000 acre tract, and marking the southeast corner of Jack W. and Carol Haye's called 31.7340 acre tract as recorded 97-0034725 of the Collin County Land Records, and also being the most southerly southwest corner the herein described premises;

THENCE North 13°56'28" East along the easterly line of said 31.7340 acre tract, and a westerly line of said premises a distance of 688.68 feet to a Roome capped iron rod set marking the northeast corner of said called 31.7340 acre tract, and an ell corner of said premises;

THENCE North 88°41'25" West along a north line of said 31.7340 acre tract, and a south line of said premises a distance of 397.08 feet to a Roome capped iron rod set marking the southeast corner of Yotnatti's called 26.752 acre tract as recorded under County Clerk No. 20161122001583150 of the Collin County Land Records, and an ell corner of the herein described premises;

THENCE with an east line of said 26.752 acre tract, and west line of said premises, North 03°45'52" West along the east line of said 26.752 acre tract and a west line of said premises a distance of 679.40 feet to a 5/8" iron rod found marking the northeast corner of said 26.752 acre tract, and the southeast corner of Robinson's called 9.0300 acre tract as recorded under County Clerk No. 20170315000335320 of the Collin County Land Records:

THENCE North 00°05'15" West with the east line of said 9.0300 acre tract, said premises, and the east line of Robinson's called 48.593 acre tract as recorded under County Clerk No. 20170315000335320of the Collin County Land Records a distance of 1334.41 feet to a point marking the northwest corner of said premises, from which a ½" iron found bearing witness bears North 52°19'59" West, 4.19 feet;

THENCE with a north line of said premises and the south line of Spagnola's called 45.018 acre tract as recorded under County Clerk No. 20170113000060900 of the Collin County Land Records, North 89°51'13" East, 1465.96 feet to a ½" iron rod found marking the southeast corner of said 45.018 acre tract, and the southwest corner of Spagnola's called 19.734 acre tract as recorded under County Clerk No. 20140725000780510 of the Collin County Land Records;

THENCE with a north line of said premises, the south line of said 19.734 acre tract, the south line of Murphy's called 2.781 acre tract and aforementioned 4.401 acre tract, South 89°53'32" East, 1255.00 feet to the place of beginning and containing 169.155 acres of land.

OSSF NOTES (From Previous Plat)

Services.

All lots must utilize alternative type On—Site Sewage Facilities.
 Must maintain state—mandated setback of all On—Site Sewage Facility components from any/all easements and drainage areas, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
 Tree removal and lot grading may be required on individual lots for On—Site Sewage Facility installation and/or operation.
 Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to an approved by Collin County for each lot prior to construction of any OSSF system.
 There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development

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

_____ Date

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 25th day of August, 2017.

Notary Public for the State of Texas

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the _____ day of ______, 2017.

Collin County Judge

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 1—15, CA—1 & Tract 1 of THE HILLS OF LONE STAR, PHASE 8/HIGHLANDS, 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 _____ day of _____, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

Notary Public for the State of Texas

Final Plat Lot 1-15, CA-1 & Tract 1 The Hills of Lone Star, Phase 8/Highlands 169.155 Gross Acres

being part of Lone Star Partners Property as recorded under County Clerk No. 95-0030138 of the Collin County Land Records, Thomas Allen Survey, Abstract-13 Jesse Adamson Survey, Abstract-9 John D. Douglas Survey, Abstract-263

n D. Douglas Survey, Abstract-26 Collin County, Texas December 2017

ENGINEER

Kimley-Horn

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OWNER

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