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 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.

NOW. THEREFORE. KNOW ALL MEN BY THESE PRESENTS:

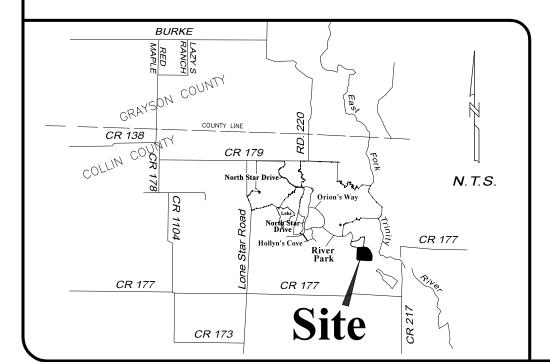
THAT, Stephen A. Martinez and Debbie Martinez are the owners of Lot 7 and 0.864 acres out of Lot 6 as described in Special Warranty Deed recorded under County Clerk No. 20180105000026510 of the Collin County Land Records, Kevin Bailey and Tracy Bailey are the owners of the remainder of said Lot 6, and C. Kent Adams dba Lone Star Partners is the declarant, do hereby adopt this plat designating the hereinabove described property as Lot 6R and Lot 7R, 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 ____ day of January, 2018.

Kevin Bailey Tracy Bailey

Stephen A. Martinez Debbie Martinez

C. Kent Adams dba Lone Star Partners



COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin Bailey, 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 January 2018.

Notary Public for the

STATE OF TEXAS COUNTY OF COLLIN

State of Texas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tracy Bailey, 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 January 2018.

Notary Public for the State of Texas

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 **Stephen A. Martinez**, 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 January 2018.

Notary Public for the State of Texas

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 Debbie Martinez, 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 January 2018.

Notary Public for the State of Texas

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 dba Lone Star Partners, 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 January 2018.

Notary Public for the State of 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. 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 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, quests, 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.

1) Blocking the flow of water or construction improvements in drainage

2) The existing creeks or drainage channels traversing along or across the

owners of the lot or lots that are traversed by or adjacent to the drainage

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

6) Source bearing The Hills of Lone Star plat as recorded in Volume Q, Page 631

8) All private driveway tie—ins to a county maintained roadway must be even with

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

9) All surface drainage easements shall be kept clear of fences, buildings,

10) A portion of the subject property lies within a Special Flood Hazard Area

11) There are no water wells noted in this subdivision and no water wells

12) Collin County permits are required for building construction, on—site

48085C0045 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas

foundations and plantings, and other obstructions to the operation and

subject to inundation by the 1% annual chance flood per Map Number

are allowed without prior approval from Collin County development

13) Driveways shall meet Collin County culvert permit requirements.

14) Driveway/culvert permits are required at all existing county road

existing driving surface and flush with edge of existing county road.

15) All private driveway tie-ins to a county road must be even with the

Criveways that do not meet driveway/culvert permit requirements

shall be removed and corrected at the owners expense.

and Incorporated Areas dated June 2, 2009 (Zone A).

loss of life or property occasioned by flooding or flooding conditions.

addition will remain as open channels and will be maintained by individual

easements and filling or obstruction of the floodway is prohibited.

course along or across said lots.

of the Collin County Map Records.

facilities and driveway culverts.

the existing driveway surface.

maintenance of the drainage facility.

sewage facilities and driveway culverts.

(f) Declarant or the Landowner Association may place fencing along the easement lines of the Cómmon 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

(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 nstruction 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

6. County Easement. Declarant reserves an easement over, across and upon the Parcel for overnmental, 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

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

(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 greate than or different from the minimums set forth above, whereupon the Owners of such Parcels must comply with such modified setback requirements.

o (Due to the site evaluator's determination that all lots are predominately class IV soils) All lots must utilize alternative type

o A portion of lots 6R and 7R are located within

subject to special planning requirements.

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.

components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).

o Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by

HEALTH DEPARTMENT CERTIFICATION

ENGINEER

Kimley-Horn

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 Šervices

Ref. Reference iron set on property line B.L. Building Line

LEGEND

CM Controlling Monument

CNS Could Not Set (woods/Cedar)

Roome Capped Iron Rod Set

CCMR Collin County Map Records

Roome Cond IRF Roome Capped Iron Rod Found

Replat Lot 6R and Lot 7R Phase 6/East Fork South, The Hills of Lone Star 12.048 Acres

Scale: 1"=100'

being a Replat of Lot 6 and Lot 7 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

January 2018

<u>DECLARANT</u> C. Kent Adams

OWNER'S CERTIFICATION AND DEDICATION

WHEREAS Stephen A. Martinez and Debbie Martinez are the owners of Lot 7 and 0.864 acres out of Lot

BEGINNING at a point marking the southwest corner of Lot 6, the southeast corner of Lot 5 of said Phase

6 as described in Special Warranty Deed recorded under County Clerk No. 20180105000026510 of the

C. Kent Adams dba Lone Star Partners is the declarant, situated in the State of Texas, County of Collin, being

part of the John L. White Survey, Abstract No. 1014, being all of Lot 6 and Lot 7 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

6/East Fork South, same being in the north line of a called 124.09 acre tract recorded in Volume 1066, Page

03°17'00" East, 668.23 feet to a Roome capped iron rod found in the curving south right—of—way line of

THENCE with the common line of said Lots 5 and 6, same being the west line of said premises, North

THENCE with the south and westerly right-of-way line of said Riverbend, the north line of Lot 6, and the

northeasterly line of Lot 7, said premises, as follows: northeasterly along a curve to the left having a central angle

arc distance of 420.33 feet and having a radius of 325.00 feet (chord = South 56°02'05" East, 391.64 feet) to a

point of reverse curve to the left; southeasterly along said curve through a central angle of 06°43'48" for an arc

distance of 61.67 feet and having a radius 525.00 feet (chord = South 22°20'57" East, 61.63 feet) to a point of

reverse curve to the right; southeasterly along said curve through a central angle of 13°57'27" for an arc distance

reverse curve to the left; southeasterly along said curve through a central angle of 59°50'18" for an arc distance

rod found for the east most northeast corner of Lot 7, said premises, and the west most northwest corner of

of CA-4. South 03°17'00" West. 304.59 feet to a point in the north line of the aforementioned 124.09 acre tract.

THENCE with the north line of said 124.09 acre tract, and the south line of said Lots 6 and 7, said

SURVEYOR'S CERTIFICATE

THAT I. F. E. Bemenderfer Jr., do hereby certify that I prepared this plat from an actual and accurate survey of

of which I have knowledge or have been advised of are shown. This plat was prepared in accordance with the

the land and that the corner monuments shown thereon were properly placed under my supervision. All easements

BEMENDERFER J

ORTENCIA BORJAS My Notary ID # 128023878

4051

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of January 2018.

premises, North 86°35'24" West, 826.10 feet to the place of beginning and containing 12.048 acres of land.

marking the southeast corner of Lot 7, said premises, and the southwest corner of CA-4;

of 60.05 feet and having a radius 57.50 feet (chord = South 41°40'33" East, 57.36 feet) to a Roome capped iron

THENCE departing said right-of-way line, and with the east line of Lot 7, said premises, and the west line

of 115.71 feet and having a radius 475.00 feet (chord = South 18°44'08" East, 115.43 feet) to a point of

of 04°55'48" for an arc distance of 109.71 feet and having a radius of 1,275.00 feet (chord = North 89°22'47"

East, 109.67 feet) to a Roome capped iron rod found for a point of tangency; North 86°54'53" East 271.08 feet

to a point of curvature to the right; southeasterly along said curve through a central angle of 74°06'04" for an

126. of the Collin County Land Records, and the southwest corner of the herein described premises:

Riverbend, marking the northwest corner of Lot 6, said premises, and the northeast corner of Lot 5;

Collin County Land Records, Kevin Bailey and Tracy Bailey are the owners of the remainder of said Lot 6, and

STATE OF TEXAS

COUNTY OF COLLIN

premises being more particularly described as follows:

CA-4 (Common Area) of said Phase 6/East Fork South;

subdivision rules and regulations of Collin County, Texas.

KNOW ALL MEN BY THESE PRESENTS:

F. E. Bemenderfer Jr.

Registered Professional

STATE OF TEXAS

expressed.

COUNTY OF COLLIN

Notary Public for the

Collin County Judge

Keith Self

Land Surveyor No. 4051

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

Page 1 of 1 P/AC/2017Q4/AC840053.dwg



<u> Utility Service Providers</u>

<u>Water</u> - Marilee Special Utility District [M.S.U.D.] PO Box 1017 Celina, Tx 75009 (972) 382-3222

106 West Louisiana Street McKinney, Texas 75069 <u>Electric</u> - Grayson County Electric Coop. (D) 469-301-2585 1096 N Waco Van Alstyne, Tx 75495 (F) 972–239–3820 (903) 482-7100 Contact: Joseph Helmberger, P.E.

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

OSSF NOTES

On-Site Sewage Facilities.

the 100-year flood plain: o Any OSSF that is located within the 100-year flood plain is o All electrical/mechanical appurtenances located within the

100-year flood plain must be elevated at least 2' above base

o Must maintain state—mandated setback of all On—Site Sewage Facility

o Tree removal and/or grading for OSSF may be required on individual

Collin County for each lot prior to construction of any OSSF system.

Kevin Bailey &

Tracy Bailey

Frisco, Texas 75033

(0) 404-626-9886

OWNER LOT 7 &

OWNER 6.024 ACRES LOT 6 4066 Chevy Chase Lane

Stephen A Martinez & Debbie Martinez 1920 Meadow Ranch Road McKinney, Texas 75071 (0) 972–832–3458

0.864 ACRES OF LOT 6