CR 135

CR 173

**VICINITY MAP** 

N.T.S.

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 declaration of annexation recorded at Clerk's File No. 05-0107394 and Clerk's File No. 20180323000355550 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 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

(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.

## PLAT NOTES

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

whose name is subscribed to the foregoing instrument and acknowledged to me that he

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2018.

executed the same for the purpose and consideration therein expressed.

Notary Public for the

State of Texas

day personally appeared C. Kent Adams dba Lone Star Partners, known to me to be the person

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) No part of the subject property lies within a Special Flood Hazard Area inundated by the 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).

11) There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County development

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

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

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

15) All private driveway tie—ins to a county road must be even with the existing driving surface and flush with edge of existing county road.

(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

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.

Association pertaining to the Common Area Easements or such activities.

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

## 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 components from any/all easements and drainage areas, water 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

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. o There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services. o There were no permitted/approved existing structures or OSSFs on the property at the time of approval. Any existing structures or OSSFs must

be reviewed and permitted by Collin County Development Services prior to

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

egistered Sanitarian or Designated Representative Collin County Developmental Šervices

on-site sewage facilities are planned to be used.

#### METES AND BOUNDS DESCRIPTION

SITUATED in the State of Texas, County of Collin, being part of the James Hefflefinger Survey, Abstract No. 366, the Joseph Mitchum Survey, Abstract No. 590, being a part of Lot 32/36R of The Hills of Lone Star, an addition to Collin County as recorded in Volume 2014, Page 316 of the Collin County Map Records and being all of a 0.291 acre tract of land as recorded under County Clerk Number 20180323000355570 of the Collin County Land Records, with said premises being more particularly described as

BEGINNING at a Roome capped iron rod found in the curving south right—of—way line of River Park Road (variable width right-of-way) marking the northerly most northwest corner of Lot 32/36R, said premises, the easterly most northeast corner of Lot 38 of The Hills of Lone Star as recorded in Volume Q, Page 631 of the Collin County Map Records, and being the beginning of a

THENCE with the south right-of-way line of River Park Road, the north line of Lot 32/36R, and the north line of said premises as follows: southeasterly along said curve through a central angle of 47°09'20" for an arc distance of 30.86 feet and having a radius of 37.50 feet (chord = South 41°47'28" East , 30.00 feet) to a Roome capped iron rod found marking the point of reverse curvature of a curve to the left; southeasterly along said curve through a central angle of 93°18'16" for an arc distance of 305.34 feet and having a radius of 187.50 feet (chord = South 64°51'55" East, 272.70 feet) to a Roome capped iron rod found marking the point of compound curvature of a curve to the left; northeasterly along said curve through a central angle of 33°04'02" for an arc of distance 33.19 feet and having a radius of 57.50 feet (chord = North 51°56'56" East, 32.73 feet) to a point of reverse curvature of a curve to the right, being in the south line of a dedicated variable width right-of-way;

THENCE along the south line of said dedicated right—of—way, and the north line of said premises as follows: northeasterly along said curve through a central angle of 51°15'21" for an arc distance of 52.18 feet and having a radius of 58.33 feet (chord = North 50°10'15" East, 50.46 feet) to a point of tangency; South 89°31'23" East, 166.87 feet to a point marking the beginning of a curve to the right; southeasterly along said curve through a central angle of 06°45'33" for an arc distance of 69.52 feet and having a radius of 589.31 feet (chord = South 84°42'43" East, 69.48 feet) to a point of tangency; South 80°52'53" East, 37.07 feet to poin marking an angle break; South 77°05'05" East, 6.12 feet to a point marking an angle break; South 17°20'07" East, 4.70 feet to a point in the east line of Lot 32/36R, marking the northeast corner of said premises, and being in the west line of The Hills of Lone Star, Phase 6/East Fork South as recorded in Volume 2017, Page 467 of the Collin County Land Records;

THENCE with the east line of Lot 32/36R, said premises, and the west line of said Phase 6/East Fork South, South 04°07'40" West, 839.95 feet to a Roome capped iron rod found marking the southeast corner of Lot 32/36R, said premises, and the northeast corner of a called 15.438 acre tract recorded under County Clerk Number 20160608000717680 of the Collin County Land

THENCE with the south line of Lot 32/36R, said premises, and the north line of a called 15.438 acre tract as recorded under County Clerk Number 20160608000717680 of the Collin County Land Records, North 88°42"41" West, 182,70 feet to a Lone Star capped iron rod found for the northwest corner of said 15.438 acre tract, the northeast corner of the afforementioned 0.291 acre tract, and being originally the northeast corner of a 30.10 acre tract as recorded under County Clerk Number 20120815001008290 of the Collin County Land Record, of which said 0.291 acre tract is a part of;

THENCE with the east line of said 0.291 acre tract, the original east line of said 30.10 acre tract, and the west line of said 15.438 acre tract, South 02°26'54" West, 30.01 feet to a Roome capped iron rod set marking the southeast corner of said 0.291 acre tract, and being an ell corner along the south line of said premises;

THENCE with the south line of said 0.291 acre tract, continuing with the south line of said premises, and passing through the original 30.10 acre tract, North 88°42'41" West, 422.89 feet to a Roome capped iron rod set marking the southwest corner of said 0.291 acre tract, and said premises;

THENCE with the west line of said 0.291 acre tract, and said premises, North 01°17'19" East, 30.00 feet to a Roome capped iron rod set in the north line of the original 30.10 acre tract, marking the southeast corner of The Hills of Lone Star, Phase 3/Hollyns Cove Pond as recorded in Volume 2015, Page 108 of the Collin County Map records, the southwest corner of said Lot 32/36R, and being the northwest corner of said 0.291 acre tract;

THENCE with the west line of Lot 32/36R, said premises, and the east line of the aforementioned Phase 3/Hollyns Cove Pond as follows: North 00°00'00" West, 186.16 feet; North 03°47'39" West, 53.97 feet; North 02°19'24" West, 44.34 feet; North 67°00'17" West, 34.86 feet; North 39°29'52" West, 53.81 feet; North 23°52'43" West, 27.21 feet; North 34°00'24" West, 62.52 feet; North 65°12'35" West, 35.97 feet; North 03°06'25" West, 62.89 feet; North 29°56'59" West, 73.51 feet; North 32°09'33" West, 65.73 feet; North 38°33'31" West, 31.95 feet; North 37°56'34" West, 40.26 feet to a point marking the most westerly northwest corner of Lot 32/36R, said premises, and the southerly most southeast corner of the aforementioned Lot 38;

THENCE with the northwest line of Lot 32/36R, said premises, and the southeast line of Lot 38 as follows: North 59°31'43" East, 327.79 feet to a Roome capped iron rod found marking an angle break; North 24°37'52" East, 102.33 feet to the place of beginning and containing 14.350 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. F. Bemenderfer Jr. Registered Professional Land Surveyor No. 405

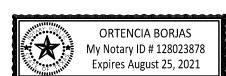


## COUNTY OF COLLIN

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 \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public for the



THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

OWNER of Lot 32/36R

<u>0.291 Acres</u>

Replat Lot 32/36RR The Hills of Lone Star 14.350 Acres

being a Replat of Lot 32/36R The Hills of Lone Star as recorded in Volume 2014, Page 316, CCMR and being all of a 0.291 acre tract as recorded under Doc.# 20180323000355570, CCLR James Hefflefinger Survey, Abstract No. 366 Joseph Mitchum Survey, Abstract No. 590

Collin County, Texas

*April 2018* 

Page 1 of 1 P:\AC\2018Q1\AC842046.dwg

# <u>DECLARANT</u>

C. Kent Adams (F) 972–382–3999

dba Lone Star Partners 2160 Lone Star Rd. Celina, Texas 75009 (0) 214-532-4114

Contact: C. Kent Adams

2000 Avenue G. Suite 810 Plano, Texas 75074 Phone (972) 423-4372 / Fax (972) 423-7523 www.roomesurveying.com / Firm No. 10013100

## <u>Utility Service Providers</u>

Marilee Special Utility District [M.S.U.D.]: 972-382-3222 Grayson Collin Electric Coop: 903-482-7100 Sanitary Sewer - OSSF - Private

CC#20180323000355570 <u>ENGINEER</u>

Kimley-Horn Steve & Brenda Chambers 106 West Louisiana Street 444 River Park Road McKinney, Texas 75069 Celina, Texas 75009 (D) 469-301-2585 (P) 903-818-8070 (M) 214-546-3707 email: schambers0711@gmail.com Contact: Joseph E. Helmberger, P.E.