

situated in No. 366, part road of The Collin County

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams DBA Lone described property as **Lot 1R**, Collin County, Texas, and do he do hereby reserve the easemen utilities desiring to use or using or part of any building, fences, the construction, maintenance utility shall at any time have the forestruction, reconstruction, system without the necessity at 3A Lone Star Partners, the owner, bt 1R, CA-2R of The Hills of L of the hereby dedicate to the public assement strips shown on this plat or using the same. Any public utilifences, trees, shrubs or other granance or efficiency of its respectionance or efficiency of its respectionance or efficiency of its and eguation, patrolling, maintaining and ssity at any time of procuring the th, an addition to shown thereon and lation of all public and keep removed all ar or interfere with strips, and any public strips, for the purpose ts or its respective

BEFORE ME, the undersigned auth appeared **C. Kent Adams**, known and acknowledged to me that he

20' Water

20' Electric Ease

- Grayson County Electr 1096 N Waco Van Alstyne, Tx 75495 (903) 482-7100

CM CNS RCIRS Ref. B.L. CCMR

d Iron Rod Set set on property

- OSSF

PLAT NOTES

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 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 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, 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 and only

4. Common Area Easements. The Common Area Easements for described or 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: nay be used for landscaping, drainage, trails, walking, greenbelt, all uses related thereto and any other uses and/or the Landowner Association.

owner Association shall be authorized and empowered tand enforce any guidelines, rules and regulations t, maintenance and all other aspects pertaining to the eemed desirable or advisable by Declarant and/or the

ments shall be generally comprised or modification by Landowner Agree twenty (20) feet of existing of the ements of 9

(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. (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.

(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, 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 regulations and restrictions issuedestablished by Declarant and/or the Landowner 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. 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.

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the un appeared *C. Kent* and acknowledged to GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ndersigned authority, a Notary Public in and for the State of Texas, on this day personally **Adams**, known to me to be the person whose name is subscribed to the foregoing instrument to me that he executed the same for the purpose and consideration therein expressed. day of 2016.

Notary Public for the State of Texas

KNOW ALL MEN BY THESE PRESENTS:

SURVEYOR'S CERTIFICATE

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



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.

STATE OF TEXAS COUNTY OF COLLIN

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

2016.

Notary Public for t State of Texas

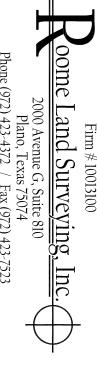
THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the 2016.

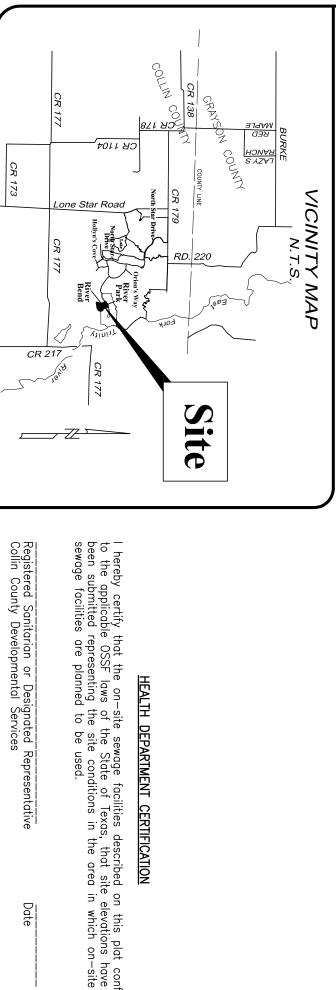
7. Water and Electric Services. The placement of water and electric meters for service to Owner on the Parcels is beyond the control of Declarant and it is the responsibility of each Owner to make application, seek approval and pay for such the installation of water and electric meters required to provide 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. (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. 9. Setback Requirements. Construction of all Imposhall comply with the following setback requirements: its on the Property

(c) Notwithstanding the foregoing, either the Architectural Control Committee or Declarant may, by separate Landowner Agreement or by recorded instrument regathe 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. (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.

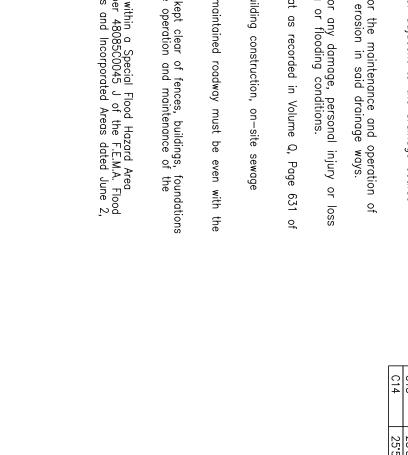
Replat of
Lot IR & CA-2R
The Hills of Lone Star,
Phase 4/East Fork North
8.453 Acres
being all of Lot 1, all of CA-2, and all of future roadway of The Hills of Lone Star,
Phase 4/East Fork North as recorded in Volume 2015, Page 326 of the Collin County Map Records, and being part of Lone Star Partners Property as recorded under CC# 95-0030138 of the Collin County Land Records
James Hefflefinger Survey, Abstract No. 366
John L. White Survey, Abstract No. 1014
Collin County, Texas
April 5, 2016

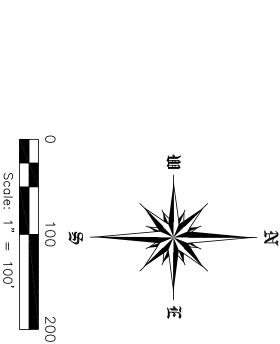




HEALTH DEPARTMENT CERTIFICATION

The Purpose of this replat is to redefine lot lines for Lot 1 and CA-2, to create easements, to abandoned a future road alignment shown on a previous plat, and to dedicate River Bend. 8) All private driveway tie—ins to existing driveway surface. 4) Collin County will not be responsible of life or property occasioned by floodir 2) The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots. 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. 6) Source bearing The Hills of Lone Star plat as recorthe Collin County Map Records. 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. 1) Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the floodway is prohibited. 10) No portion 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). 7) Collin County permits are requ facilities and driveway culverts.





val and lot grading may be required on individual lots ge Facility installation and/or operation.

2. Must mo Facility com breaks and

1. All lots

3. Tree rer On-Site Se

site evaluations and OSSF design requirements) must be submitted each lot prior to construction of a

n plans (meeting all State to and approved by Collin any OSSF system.

(i) All portions each Parcel road right—of—way; (c) The Common Area Ease subject to supplementation individual Parcels: future county

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 ther body of water, waterway or drainage—way located on any boundary line of the Parcel.

nts as described d by each Owner n Declarant shall

ENGINEER

Kimley-Horn

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(M) 214-546-3707

Contact: Joseph Helmberger

OWNER

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