

REQUIREMENTS

on the Property shall

(1) Except as otherwise specifically set forth in the Declar by the Architectural Control Committee, all Improvements (be set back a minimum of one hundred (100) feet from slaration or otles (except land many Road;

(2) Except as otherwise specifically set forth in the Deck by the Architectural Control Committee, all Improvements landscaping) must be set back a minimum of fifty (50) any Common Area or Parcel; claration or oth s (except fence feet from any therwise permitted ces, walls and iny boundary of

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

All surface drainage easements shall be kept clear of fences, buildings, four intings, and other obstructions to the operation and maintenance of the drain

0) No part of the subject property is shown to lie within a Special Flood by 100—year flood per a Floodplain Study and Dam Breach Study performed ingineering as reflected on Map Number 48085C0045 J of the F.E.M.A. Floor Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone

Hazard Area inundated ed by Nathan D. Maier ood Insurance Rate Maps

VICINITY MAP

6) Source bearing The Hills of Lone Star County Map Records.

plat as recorded in Vol

ie Q, Page 631 of the Collin

for any damage, personal injury or loss of life or ling conditions.

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.

(3) Notwithstanding the foregoing, either the Architectural Control Com Declarant may, by separate Landowner Agreement or by recorded inst the Property, specify modified setback requirements for Improvements Parcels that are greater than or different from the minimums set for whereupon the Owners of such Parcels must comply with such modified.

hereby certify that the on—site sewage facilities described on this to the applicable Health laws of the State of Texas, that site evalubeen submitted representing the site conditions in the area in whicl sewage facilities are planned to be used. HEALTH DEPARTMENT CERTIFICATE

Registered Sanitarian or Designated Representati Collin County Developmental 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.
 There are no water wells noted in this subdivision and no wat wells are allowed without prior approval from Collin County Developm Services.
 Individual site evaluations and OSSF design plans prepared by Registered Sanitarian or Professional Engineer must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system. OSSF NOTES

CB 1104

CR 173

CR 217

COUNTY

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WHEREAS, C. Keel Adams and C. Keet Adams due Lone Star Partners, is the countr of two tracks defined studied in the State of Texas, Caurly of Cosin, Being part of the Jonnes shiftments shiftments shiftment with the state of th

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STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, day s is for

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₹VE	C ANGLE	RADIUS	ARC LENGTH	CHORD BEARING CHORD LENGTH	CHORD LENGTH
	41.40,05"	375.00'	272.72'	S69°46'47"E	266.75'
	10.53,49"	475.01'	90.34'	S07°39'50"W	90.20'
	51.06,27"	275.00'	245.30'	S38°39'58"W	237.25'
	37°36'35"	375.00'	246.16	S83°01'29"W	241.76'
	38°49'57"	325.00'	220.27'	S82°24'49"W	216.08'
	24.59,38"	175.00'	76.34'	S75°29'39"W	75.74'
	6°16'43"	275.00'	30.14'	N05°08'54"W	30.12'
	26°40'49"	787.51'	366.71	N05°03'10"E	363.41'
	13°25'24"	425.01'	99.57'	N25°06'17"E	99.34'
)	14.17,02" 225.00	225.00'	56.09'	N24°40'28"E	55.95'
	6°24'15"	187.50'	20.96'	N20°44'05"E	20.95'
	30°42'14" 512.51'	512.51'	274.64'	N08°35'06"E	271.37'
~	15°28'12" 87.50'	87.50'	23.63'	N00°58'05"E	23.55'
_	0°10'00" 525.01'	525 01'	85 37'	NO4.02,40,2	85 78'

sst Louisiana Street nney, Texas 75069 469-301-2585

ENGINEER

C. Kent Adams 2160 Lone Star Rd. Celina, Texas 75009 (0) 214-532-4114 (F) 972-382-399 Contact: C. Kent Adams

OWNER-Tract B

Adams dba Lone Star |
2160 Lone Star Rd.
Celina, Texas 75009

(0) 214-532-4114

(F) 972-382-3999

Contact: C. Kent Adams

Roome Land Surveying 2000 Avenue G, Suite 810

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. 05—0107394 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 Declarat 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, the Landowner Association, but only as until formation of the Landowner Association, Declaration, but only as until formation of the Landowner Association, 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 Agreements within the Property, subject to supplementation or modification by Landowner Agreements within the Property, subject to supplementation or modification by Landowner Agreements within the Property, the Common Area and individual Parcels. The Common Area and availability of same as deemed desirable by Declarant and/or the Landowner Association.

(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.

(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.

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 Marilee 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.

Setback Requirements. Construction of all Improvents comply with the following setback requirements:

on the Property

(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;

BEFORE ME, the undersigne personally appeared **F.E. B** the foregoing instrument arconsideration therein expres

gned authority, a Notary Put. **Bemender fer Jr.**, known t t and acknowledged to me t pressed.

ublic in and for the State of Texas, on this day to me to be the person whose name is subscribed that he executed the same for the purpose and

2016.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

on Area Easement on this plat or

Notary Public for t State of Texas

ORTENCIA BORJAS
My Commission Expires
August 25, 2017

PLAT IS APPROVED

of _____, 2016.

COMMISSIONERS

COURT

(i) All portions of each Parcel road right-of-way;

within twenty (20)

feet of any existing or future county

STATE OF TEXAS COUNTY OF COLLIN

(c) The Common Area Easements shall be subject to supplementation or modification individual Parcels:

generally comprised of the following, by Landowner Agreements applicable to

F. E. Bemenderfer Jr. Registered Professional Land Surveyor No. 4051

BEMENDERFER JR

8 4051

100 SURVEYOR

(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.

(a) Common Area Easements m biking, riding, recreation, parks, deemed advisable by Declarant o

nay be used for landscaping, drainage, trails, walking, greenbelt, all uses related thereto and any other uses and/or the Landowner Association.

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.

KNOW ALL MEN BY THESE PRESENTS:

SURVEYOR'S CERTIFICATE

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:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams and C. Kent Adams dba Lone Star Partners, the owner, does hereby adopt this plat designating the hereinabove described property as Final Plat of Lot 17R of 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 eggress 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.

(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 or and 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 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 issued established by Declarant and/or the Landowner Association pertaining to the Common Area Easements or such activities.

(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.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared *C. Kent Adams (Lot 17)*, 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.

5. Utility, Drainage and Maintenance Easement of itself, the Owners and the Landowner Association, Parcels and the Property a nonexclusive easement ov Common Area Easements for installation and repair o drainage of water over, across and upon the Parcels necessary maintenance and repair of any Building or Common Area, in accordance with and subject to the

ement. Declarant for the benefit Ition, reserves with respect to all Int over, across and upon the pair of utility service, for the natural Ircels and the Property, and for Improvements situated on the 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.

Notary Public for State of Texas

		L5	N00°36′50″W	71.57'	
C ANGLE	RADIUS		ARC LENGTH	CHORD BEARING	CHORD LENGTH
41.40,05"	375.00'		272.72'	S69°46'47"E	266.75
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15°28'12" 87.50'	87.50'		23.63'	N00°58'05"E	23.55'
			05 77,		מר ממי

heing a Replat of All of Lot 17, and All of Save & Except 12.77 Acre Tract B in The Hills of Lone Star recorded in Vol. Q, Pg. 631, CCMR James Hefflefinger Survey, Abstract No. 366 Collin County, Texas

of The Hills of Lone Star,

Lot 17R

Final Plat of

200

October 2016