

trictions. "Declaration of Covenants, Conditions, Restrictions and Easements Property, which has been recorded at Clerk's File No. 2003—35351 in the Ilin County, Texas (the "Declaration"), and which has been extended to annexation recorded at Clerk's File No. 20070412000495330 in the Real bunty, Texas.

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.

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.

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: (ii) All portions of each Parcel within twenty (20) feet of any boundary line of the Parcel and vertwenty (20) feet of the edge of any pond, lake, creek, draw, or other body of water, waterway drainage—way located on any boundary line of the Parcel. (i) All portions each Parcel within twenty (20) feet of any existing or future co ınty road right—

(d) Common Area Easements as granted by each Owner of a Parctake title to the Parcel subject the described and for said purposes are reserved to Seller and shall be sel, and each Owner by acceptance of a deed from Declarant shall hereto.

(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.

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

(f) Declarant or the Landowner Ass Common Area Easements, subject t forth in the Declaration; whereupon, coincide with said fence line, and I record any documents reasonably n ssociation may place fencing along the easement lines of the to the rights, requirements, conditions, covenants and restrictions set n, the Common Area Easements shall be revised, if necessary, to Declarant or the Landowner Association and Owner shall execute and 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.

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 2016.

		1 -	Curve Lable		
- 1	RADIUS	ARC LENGTH	CHORD LENGTH	RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE	DELTA ANGLE
	380.00' 16.77'	16.77	16.77	S65°05'59"E	2°31'44"
	612.50' 432.09	432.09'	423.18'		40°25'09"
	730.18	730.18' 148.33'	148.07'	S11°45'50"E	11°38'19"
	394.76' 412.25	,	393.77'		59°50'05"
	167.52' 330.77	,	279.60'	S13°37'06"E	113°07'50"
	200.00' 40.55	40.55	40.48		11.36,56"
	525.00' 124.63	124.63'	124.34'	S65°22'08"E	13°36'07"
	225.00' 124.65	124.65'	123.06'		31°44'27"
	890.00' 239.04	,	238.32'	N79°45'11"E	15°23'19"
	200.00	6.00'	6.00'	S43°48'23"W	01°43'09"
				1	

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the _____ day of _____, 2016.

Notary Public for the State of Texas

ORTENCIA BORJAS

My Commission Expires

August 25, 2017

nstruction impro / is prohibited.

6) Source bearing The Hills of Lone Star plat as reco Collin County Map Records. 4) Collin County will not be responsible for any damage, personal injury or loss of or property occasioned by flooding or flooding conditions.

for Lone Star" regarding Real Property Records of the Plat by a declaration of Co

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.

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.

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.

(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 Improvence Property shall comply with the following setback requirements:

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.

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

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

E. BEMENDERFER JR. 2 4051 F. 3 4051 F. 3 500 SURVEYOR

STATE OF TEXAS COUNTY OF COLLIN

Line Table	200.00' 6.00' 6.00'	890.00' 239.04' 238.32'	225.00' 124.65' 123.06'	525.00' 124.63' 124.34'	200.00' 40.55' 40.48'	167.52' 330.77' 279.60'	394.76' 412.25' 393.77'	730.18' 148.33' 148.07'	612.50' 432.09' 423.18'	380.00' 16.77' 16.77'	RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE	Curve Table
<u>He</u>	S43°48'23"W 01°43'09"	N79°45'11"E 15°23'19"	N87°55'32"E 31°44'27"	S65°22'08"E 13°36'07"	S64°22'33"E 11°36'56"	S13°37'06"E 113°07'50"	S14°44'55"W 59°50'05"	S11°45'50"E 11°38'19"	S84°02'41"E 40°25'09"	S65°05'59"E 2°31'44"	+ CHORD_BEARING DELTA_ANGLE	<u>le</u>

2) The existing creeks or drainage channels traversing along or across the addition remain as open channels and will be maintained by individual owners of the lot or 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.

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 0) No part of the subject property lies within a Special Flood Hazard Area inundated by 00—year flood per Map Number 48085C0045 J of the F.E.M.A. Flood Insurance Rate Map Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X).

LINE BEARING DISTANCE L1 S74.11.06.E 15.82.

Final Plat

Lot 6/7RR & Tract

Keith Self Collin County Judge

The Hills of Lone Star, Phase 2B/Deer Meadow
18.100 Acres
being a Replat of Lot 6/7R and Lots 1-5,
The Hills of Lone Star, Phase 2B/Deer Meadow
as recorded in Volume 2015, Page 765
and Volume 2008, Page 299
of the Collin County Map Records Joseph Mitchum Survey, Abstract No. 590 Collin County, Texas November 2016

oome Land Surveying, Inc. 2000 Avenue G, Suite 8 Plano, Texas 75074 e (972) 423-4372 / Fax (972 www.roomesurveying.co Fax (972) 423-7523

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

OWNER