

ions. "Declaration of Covenants, Conditions, Restrictions and ding the Property, which has been recorded at Clerk's File operty Records of Collin County, Texas (the "Declaration"), the Plat by declarations of annexation recorded at Clerk's File No. 20151103001391630 in the Real Property Records

NOTES

AFFECTING

ALL LOTS

and the Real Property Records of Collin County, Texas, that to waive portions of the Declaration. Such Landowner Agreements waive the covenants and restrictions contained herein as sole and not inconsistent with this Declaration in a manner which the concept of this Declarationcontain easements, additions and tion as may be desirable to reflect the different character of related improvements and as are not unequivocally contrary to for the Property as set forth in the Declaration. Each Landowner fitter, powers, rights, immunities and protections, but not the er Association, the board of directors of the Landowner intee, all as set forth more particularly in this Declaration, in may be established as a fully occupied and functioning the Parcel that is the subject of the Landowner Agreement.

A portion of the Parcel been designated as Common Area and controlled by Declarant and/or Seller and/or the Landowner or the common use and enjoyment of the Owners of Parcels mmon Area is shown by the designation of Common Area to the common Area and the designation of Common Area to the common Area and the designation of Common Area and the controlled by Declarant and/or seller and/or the Landowner Agreements within the Property, subject to this by Landowner Agreements within the Property, subject to a drainage, equestrian facilities or any other similar facilities, the interest of the common and the interest of the common and the interest of the common and the common area a

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, and no Buildings, Improvements or structures of any kind shall be placed, erected or constructed 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 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 issued established by Declarant and/or the Landowner Association pertaining to the Common Area Easements or such activities.

The Common Area Easements or such activities.

Utility, Divinage and Maintenance Easement. Declarant for the Property a nonexclusive easement 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 and emergency 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 maintenance, fire safety, health or medical emergency purposes, in accordance with and subject to the Declaration.

The Water and Electric Services. The placement of water and electric meters for service to Downer on the Parcels is beyond the control of Declarant and lectric meters for service to water and electric meters required to provide service to the Parcel. Owners are required to apply to and boy 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 arcel.

ements. The Common Area Easementsfor described on the Agreements for individual Parcels are for the common use, wners of Parcels in the Property, their families, guests, subject to the rights, restrictions and requirements of the

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

e Landowner Association shall be authorized and empowered to issue and enforce any guidelines, rules and regulations governing maintenance and all other aspects pertaining to the Common Area desirable or advisable by Declarant and/or the Landowner Association. Tasements shall be generally comprised of the following, subject to ification by Landowner Agreements applicable to individual Parcels: rcel within twenty (20) feet of any existing or future county road

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 otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping) must be set back a minimum of one hundred (100) feet from any Road;

(b) Except as otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except fences, walls and landscaping) must be set back a minimum of fifty (50) feet from any boundary of any Common Area or Parcel;

must be set back a minimum of fifty (50) feet from any boundary or any committee or Declarant Parcel;
(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.

rcel within twenty (20) feet of any boundary line of the Parcel to the edge of any pond, lake, creek, draw, or other body of e—way located on any boundary line of the Parcel. Its as described and for said purposes are reserved to Seller and Dwner of a Parcel, and each Owner by acceptance of a deed itle to the Parcel subject thereto.

grant such Common Area Easements and to execute and deliver in writing, with metes and bounds description of said easements, or the Landowner Association's request at or after closing, to Easements; provided, however, that it will be Declarant's or the sponsibility to prepare and deliver such written Common Area

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 F.E. Bemenderfer, Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ______, 2016.

day

ularlyExcept as permitted in the Declaration orand except as vner Association deem advisable, no motorized or recreational nes or boats (except for landscaping, construction, maintenance hall be permitted or used in the Common Area Easements, no nall be allowed to graze or roam unrestrained in the Common fishing, boating or trapping shall be allowed in the Common Idings, Improvements or structures of any kind shall be placed, e Common Area Easement; provided, however, landscaping, eback riding, other such recreational and related activities and nance of trails, pathways and structures related thereto, as ant and/or the Landowner Association, shall be allowed, subject eclaration and all guidelines, rules and, regulations and by Declarant and/or the Landowner Association pertaining to the such activities. Association may place fencing along the easement lines of subject to the rights, requirements, conditions, covenants and claration; whereupon, the Common Area Easements shall be de with said fence line, and Declarant or the Landowner ecute and record any documents reasonably necessary to ning to the

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS this the _____day of _______, 2016.

COURT

County Judge Keith Self Collin County

Notary Public for the

<u>ACKNOWLEDGEMENT</u>

OF OFFICE, this the _, day of

OF TEXAS

SURVEYOR'S CERTIFICATE

Registered Professional Land Surveyor in the y that I prepared this plat from an actual and that the comer monuments shown thereon were and supervision, in accordance with the subdivision Texas.

ACKNOWLEDGEMENT

E. BEMENDERFER JR.

A. 4051

SURVEY

SURVEY

SURVEY

F. 1004

thority, on this day personally appeared **F. E.** to be the person whose name is subscribed to cknowledged to me that the same was executed ion therein expressed.

OF OFFICE, this the

Roome
Land Surveying
2000 Avenue G, Suite 810

ority, on this day personally appeared **Gary Yesavage, Trustee**, known to me to be the to the foregoing instrument, who acknowledged to me that the same was executed for lerein expressed.

Lot 19R, The Hills of Lone Star &

Lot BB-4R, The Hills of Lone Star Phase 5/Bear Branch
being a Replat of All of Lot 19 and Lot 20
of The Hills of Lone Star
as recorded in Volume Q, Page 631, CCMR
and All of Lot BB-4 of
The Hills of Lone Star Phase 5/Bear Branch
as recorded in Volume 2016, Page 105, CCMR
10.686 Acres

James Hefflefinger Survey, Abstract No. 366
Collin County, Texas
November 2016