

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 Document No. 20030227000353510, Official Public Records of Collin County, Texas (the "Declaration"), and which has been extended to the Plat by a declaration of annexation recorded in Vol. 5975, Pg. 4917, in the Deed Records, 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

(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

(i) All portions of 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;

(iii) All portions of each Parcel identified as Common Area Easement on this plat or in any landowner agreement regarding each 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 and deliver such written Common Area Easements to Owner.

 (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

(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 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 issued established by Declarant and/or the Landowner Association pertaining to the Common Area

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

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.

situated on the Common Area, in accordance with and subject to the Declaration.

VICINITY MAP ___COUNTY_LINE CR 138 CR 177 CR 177 SITE CR 173

SCALE: 1" = 60'

C.I.R.F. = Capped Iron Rod Found

DATE: 01/24/2017

C.I.R.S. = 1/2" iron rod with yellow plastic cap

stamped "RPLS 5686" set

stamped "ROOME" found

M.R.C.C.T. = Map Records, Collin County, Texas

D.R.C.C.T. = Deed Records, Collin County, Texas

O.P.R.C.C.T. = Official Public Records, Collin County, Texas

C.I.R.F. = 1/2" iron rod with plastic cap

Boundary Curve Data Table						
Curve No.	Radius	Arc Length	Delta	Chrd. Brng.	Chrd. Dist	
C1	177.50'	134.15	43 ° 18'10"	S03°29'43"E	130.98'	
C2	225.00'	41.93'	10°40'39"	S07°20'50"E	41.87'	
C3	300.00'	35.93'	06°51'45"	S40°46'26"E	35.91'	
C4	200.00'	12.63'	03°37'08"	S42°23'44"E	12.63'	
C5	100.00'	64.25	36°48'44"	S76°35'26"E	63.15'	

No. Bearing Distan	Distance	
L1 N85°00'08"E 15.50	J'	
L2 S58°11'01"E 17.4°	1'	

Plat Notes:

Water - Marilee Special Utility

District [M.S.U.D.]

Celina, Tx 75009

(972) 382-3222

Electric - Grayson Collin Electric

1096 N Waco

Van Alstyne, Tx 75495

(903) 482-7100

Sanitary Sewer — OSSF — Private

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

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) Bearings are based on the plat of THE HILLS OF LONESTAR, as recorded in Volume Q, Page 631, Map Records, Collin County, Texas. 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) According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0045J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain".

NOTES AFFECTING ALL LOTS (Continued)

water service to Parcel within 365 days after the closing on an Owner's purchase of a Parcel.

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

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

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 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.

(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)

(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.

O.S.S.F. Notes:

1. All lots must utilize alternative type On—Site Sewage Facilities.

2. 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).

3. Tree removal and lot grading may be required on individual lots for On—Ste Sewage Facility installation and/or operation.

4. 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.

5. There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

Health Department Certification

to be used.

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 on—site sewage facilities are planned

Registered Sanitarian or Designated Representative Collin County Developmental Services

SURVEYOR'S CERTIFICATION:

THAT I, Michael B. Arthur, 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.

Michael B. Arthur Registered Professional Land Surveyor Texas Registration No. 5686



STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Michael B. Arthur, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the_____day of ______, 2017.

Notary Public, State of Texas

Approved By Declarant

C. Kent Adams d/b/a Lone Star Partners

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this

the____, 2017.

County Judge

Collin County

STATE OF TEXAS **COUNTY OF COLLIN**

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared C. Kent Adams, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of ______, 2017.

Declarant

Contact: C. Kent Adams

NOTARY PUBLIC in and for the State of Texas

North Texas Surveying, LLC 1010 West University McKinnev. Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexassurveying.com Firm Registration No. 10074200

SURVEYOR

C. Kent Adams d/b/a Lone Star Partners 545 Orion's Way Celina, Texas 75009 (0) 214-532-4114 (F) 972-382-3999

ENGINEER Kimley—Horn & Associates, Inc. 106 West Louisiana Street McKinney, Texas 75069

Contact: Chad Holcomb

Danny & Debora Terra 2407 North Star Drive Celina, Texas 75009 (972) 382-8056 (D) 469-301-2585 Contact: Danny Terra (M) 214-546-3707 Contact: Joseph Helmberger, P.E.

OWNER'S CERTIFICATION

STATE OF TEXAS COUNTY OF COLLIN

WHEREAS, Danny and Debora Terra are the owners of a 8.342 acre tract of land, situated in the James Hefflefinger Survey, Abstract No. 366, in Collin County, Texas, and being all of Lots 6R and 7R, of THE HILLS OF LONE STAR, an addition to Collin County, Texas, as recorded in Volume 2006, Page 85, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "ROOME" found (herein after referred to as a capped iron rod found) at the southeasterly corner of said Lot 7R, same being the most easterly corner of Lot 23R, of said addition, said corner also being in the westerly monumented line of North Star Drive

THENCE North 51°01'32" West, along the common line between said Lot 23R and Lot 7R, a distance of 644.98' to a point for corner, said corner being the most westerly corner of said Lot 7R, same being the most northerly corner of Lot 23R;

THENCE along the northwesterly line of said Lots 7R and 6R, the following courses and distances:

North 18°37'30" East, a distance of 23.11' to a point for corner; North 15°12'49" East, a distance of 82.91' to a point for corner; North 22°27'18" East, a distance of 175.51' to a point for corner; North 06°21'59" East, a distance of 116.74' to a point for corner; North 45°02'09" East, a distance of 29.03' to a point for corner; North 06°00'19" East, a distance of 67.32' to a point for corner; North 09°10'54" East, a distance of 47.04' to a point for corner;

North 14°11'04" East, a distance of 54.97' to a point for corner; North 01°21'42" East, a distance of 69.95' to a point for corner; North 41°02'11" East, a distance of 47.62' to a point for corner; South 84°24'54" East, a distance of 32.59' to a point for corner;

a chord distance of 12.63';

North 59°22'20" East, a distance of 6.86' to a point for corner, said corner being the southwesterly corner of Lot 5, of THE HILLS OF LONE STAR, an addition to Collin County, Texas, as recorded in Volume Q, Page 631, of the Map Records, Collin County, Texas (M.R.C.C.T.), same being the most northerly corner of said Lot 6R, said corner also being at the beginning of a non-tangent curve to the right, having a radius of 200.00', a central angle of 28°06'13", and a chord which bears, South 51°23'41" East, a chord distance of 97.12'; Thence along said curve to the right, in a southeasterly direction, an arc length of 98.10° to a $1/2^{\circ}$ iron rod

with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set); THENCE along the common line between said Lot 5 and Lot 6R, the following courses and distances:

South 37°20'34" East, a distance of 7.62' to a capped iron rod set at the beginning of a curve to the left, having a radius of 300.00', a central angle of 06°51'45", and a chord which bears, South 40°46'26" East, a chord distance of 35.91':

Thence along said curve to the left, in a southeasterly direction, an arc length of 35.93' to a capped iron rod set; South 44*12'17" East, a distance of 67.27' to a capped iron rod set at the beginning of a curve to the right, having a radius of 200.00', a central angle of 03°37'08", and a chord which bears, South 42°23'44" East,

Thence along said curve to the right, in a southeasterly direction, an arc length of 12.63' to a capped iron rod set at the beginning of a curve to the left, having a radius of 200.00', a central angle of 54°24'36", and a chord which bears, South 67°47'31" East, a chord distance of 182.87'

Thence along said curve to the left, in a southeasterly direction, an arc length of 189.93' to a capped iron rod set; North 85°00'08" East, a distance of 15.50' to a capped iron rod set at the beginning of a curve to the right, having a radius of 100.00', a central angle of 36°48'44", and a chord which bears, South 76°35'26" East, a chord distance of 63.15';

Thence along said curve to the right, in a southeasterly direction, an arc length of 64.25' to a capped iron

South $58^{\circ}11^{\circ}01^{\circ}$ East, a distance of 17.41° to a $1/2^{\circ}$ iron rod found for the most easterly corner of said Lot 6R, same being the most southerly corner of said Lot 5, said corner also being in the northwesterly monumented line

THENCE along said North Star Drive, same being the easterly line of Lots 6R and 7R, the following courses and distances:

South 31°48'59" West, a distance of 39.83' to a capped iron rod found at the beginning of a curve to the left, having a radius of 475.00', a central angle of 13°25'24", and a chord which bears, South 25°06'17" West, a chord distance of 111.03':

Thence along said curve to the left, in a southwesterly direction, an arc length of 111.28' to a capped iron rod found; South 18°23'34" West, a distance of 124.49' to a capped iron rod set at the beginning of a curve to the right, having a radius of 737.50', a central angle of 10°35'18", and a chord which bears, South 23°41'14" West, a

chord distance of 136.10'; Thence along said curve to the right, in a southwesterly direction, an arc length of 136.29' to a capped iron rod set at the beginning of a curve to the left, having a radius of 177.50', a central angle of 10°49'24", and a chord

which bears, South 23°34'08" West, a chord distance of 33.48'; Thence along said curve to the left, in a southwesterly direction, an arc length of 33.53' to a capped iron rod found at the beginning of a curve to the left, having a radius of 177.50', a central angle of 12°27'44", and a chord

which bears, South 03°29'43" East, a chord distance of 130.98'; Thence along said curve to the left, in a southwesterly direction, an arc length of 134.15' to a capped iron rod found at the beginning of a curve to the right, having a radius of 287.50', a central angle of 43°18'10", and a chord

which bears, South 18°55'00" East, a chord distance of 62.41'; Thence along said curve to the right, in a southeasterly direction, an arc length of 62.53' to a capped iron rod found; South 12*41'09" East, a distance of 18.89' to a capped iron rod found at the beginning of a curve to the right, having

a radius of 225.00', a central angle of 10°40'39", and a chord which bears, South 07°20'50" East, a chord distance Thence along said curve to the right, in a southeasterly direction, an arc length of 41.93' to a capped iron rod found;

South 02°00'32" East, a distance of 91.41' to a capped iron rod found at the beginning of a curve to the right, having a radius of 237.50', a central angle of 21°25'11", and a chord which bears, South 08'42'02" West, a chord distance of 88.27';

Thence along said curve to the right, in a southeasterly direction, an arc length of 88.79' to the POINT OF BEGINNING and containing 8.342 acres of land, more or less.

NOW THERFORE, KNOW ALL MEN BY THESE PRESENTS

THAT, Danny and Debora Terra are the owners of the above described property, and C. Kent Adams, d/b/a Lone Star Partners, as Declarant, and do hereby adopt this replat designating the hereinabove described property as FINAL PLAT OF LOT 6/7R, THE HILLS OF LONE STAR, an addition to Collin County, Texas, and does hereby dedicate to the public use forever, the streets, alleys and public use areas shown hereon; the easements, as shown, for mutual use and accommodation of the Collin County and all public utilities desiring to use or using same. All and any public utility and the Collin County shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths which in any way, endanger or interfere with the construction, maintenance or efficiency of it's respective systems on said easements; and the Collin County and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the permission of anyone. This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Collin County.

WITNESS, my hand at Collin County, Texas, this_____day of______, 2017.

Debora Terra

COUNTY OF COLLIN

STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Danny Terra, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____day of ______, 2017.

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Debora Terra, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____day of ______, 2017.

NOTARY PUBLIC in and for the State of Texas

Final Plat of **LOT 6/7R** THE HILLS OF LONE STAR **8.342 Acres**

being a Replat of all of Lots 6R and 7R of THE HILLS OF LONE STAR recorded in Vol. 2006, Pg. 85, O.P.R.C.C.T. James Hefflefinger Survey, Abstract No. 366 Collin County, Texas Scale: 1" = 100' January 24, 2017

DRAWN BY: C.S.H. CHK'D. BY: M.B.A.

JOB NO.: 2017-0011