Easement Legend

20' Common Area Easement

20' Electric Easement

20' Water Easement

CR 179 C

CR 177

CR 138

CR 177

CR 173

Common Area Easement

Vicinity Map

Site

Not to Scale

# PLAT NOTES

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 ways.

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) Source bearing The Hills of Lone Star plat as recorded in Volume Q, Page 631 of the

7) Collin County permits are required for building construction, on-site sewage facilities and

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) No part 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).

## HEALTH DEPARTMENT CERTIFICATION

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 to be used

Collin County Developmental Services

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 area, 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-Site 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.

## OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS COUNTY OF COLLIN

WHEREAS C. Kent Adams dba Lone Star Partners, is the owner of a tract of land situated in the State of Texas, County of Collin, being part of the Joseph Mitchum Survey, Abstract No. 590, being part of Lone Star Partners property as recorded under County Clerk No. 95-0030138 of the Collin County Land Records, and being all of a 3,595 square foot tract of land as recorded under County Clerk No. 20140908000973220 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a Roome capped ½—inch iron rod set in the curving east right—of—way line of Hollyns Cove, said beginning corner being in the south line of Lot 9 of The Hills of Lone Star, an addition to Collin County as recorded in Volume Q, Page 631 of the Collin County Map Records; THENCE with a common line between said premises and the southwesterly line of Lots 9, 10, 11, 38 and 36 of the The Hills of Lone Star, an addition to Collin County as recorded in Volume Q, Page

631 of the Collin County Map Records as follows: South 88°46'32" East, 455.71 feet to a point for corner; South 87°54'15" East, 17.64 feet to a point for corner; East, 39.93 feet to a point for corner; South 86°12'10" East, 54.95 feet to a point for corner; South 45°35'42" East, 68.58 feet to a point for corner: South 57°53'50" East. 17.47 feet to a point for corner; North 74°57'58" East, 27.10 feet to a point for corner; South 75°50'41" East, 23.48 feet to a point for corner; South 46°52'41" East, 22.52 feet to a point for corner; South 42°42'56" East, 24.15 feet to a point for corner; South 57°40'54" East, 26.26 feet to a point for corner; South 82°45'52" East, 12.33 feet to a point for corner; South 50°41'20" East, 22.02 feet to a point for corner; South 54°01'30" East, 18.28 feet to a point for corner; South 68°34'10" East, 19.96 feet to a point for corner; South 78°05'45" East, 20.50 feet to a point for corner; South 46°50'20" East, 17.61 feet to a point for corner; South 59°05'45" East, 26.29 feet to a point for corner; South 72°23'46" East, 57.03 feet to a point for corner; South 53°24'16" East, 25.22 feet to a point for corner; North 63°01'46" East, 12.33 feet to a point for corner; South 37°56'34" East, 40.26 feet to a point for corner; South 38°33'31" East, 31.95 feet to a point for corner; South 32°09'33" East, 65.73 feet to a point for corner; South 29°56′59" East, 73.51 feet to a point for corner; South 03°06'25" East, 62.89 feet to a point for corner; South 65°12'35" East, 35.97 feet to a point for corner; South 34°00'24" East, 62.52 feet to a point for corner; South 23°52'43" East, 27.21 feet to a point for corner; South 39°29'52" East, 53.81 feet to a point for corner; South 67°00'17" East, 34.86 feet to a point for corner; South 02°19'24" East, 44.34 feet to a point for corner; South 03°47'39" East, 53.97 feet to a point for corner; South, 186.16 feet to a point for corner; North 88°52'33" West, 306.82 feet to a point for corner; South 72°03'33" West, 411.68 feet to a point in the southeast line of Lot 9/10 of The Hills of Lone Star, Phase 2B/Deer Meadow, an addition as recorded in Volume 2008, Page 299 of the Collin County Map Records;

THENCE with the west line of said premises and the east line of Lots 9/10 as follows: North 02°28'23" East, 68.26 feet to a point for corner; North 57°07'34" East, 135.95 feet to a Roome capped iron rod set marking the most southerly corner of a 3,595 square foot tract originally being a part of said

THENCE with a west line of said premises and the west line of said 3,595 square foot tract, North 39°13'50" West, 119.80 feet to a point marking the northwest corner of said 3,595 square

THENCE continuing with a west line of said premises and an easterly line of Lot 9/10 as follows: North 37°16'50" West, 92.98 feet to a point for corner; North 68°31'44" West, 315.54 feet to a point in pond marking the southwest corner of Lot 34 of The Hills of Lone Star as recorded in Volume Q, Page 631 of the

Collin County Map Records; THENCE with the southeast line of Lot 34 and a northwest line of said premises, North 24°17'16" East, passing at 231.99 feet a Roome capped iron rod in the dedicated southwest right—of—way line of Hollyns Cove and the most easterly northeast corner of Lot 34, and continuing for a total distance of 257.45 feet to a point for corner;

THENCE with the southwest line of said premises as follows: North 63°02'14" West, 85.77 feet to a point for corner; North 47°55'20" West, 260.76 feet to a point for corner; North 32°48'26" West, 50.96 feet to a point for corner; North 24°05'18" West, 90.95 feet to a point for corner; and South 89°03'16" East, 26.04 feet to the point of beginning and containing 15.506 acres of land.

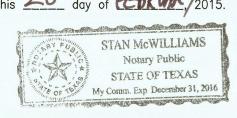
## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams DBA Lone Star Partners, the owner, does hereby adopt this plat designating the hereinabove described property as Lot 1, 2, 3 & Tract CA-1 of The Hills of Lone Star, Phase 3/Hollyns Cove Pond, 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 egress 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

EXECUTED this 23 day of 2015. DBA Lone Star Partners

#### 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 C. Kent Adams, 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.



L23 S29°56'59"E L34 N15°16'38"W 
 L12
 S50\*41′20″E
 22.02′
 L34
 N15\*16′38″W
 21.50′

 L13
 S54\*01′30″E
 18.28′
 L35
 S17\*56′27″W
 86.63′

 L14
 S68\*34′10″E
 19.96′
 L36
 N27\*01′37″E
 144.45′

 L15
 S78\*05′45″E
 20.50′
 L37
 N48\*23′34″W
 70.59′

 L16
 S46\*50′20″E
 17.61′
 L38
 N24\*18′44″E
 25.49′

 L17
 S59\*05′45″E
 26.29′
 L39
 N63\*02′14″W
 85.77′

 L18
 S72\*23′46″E
 57.03′
 L40
 N47\*55′20″W
 260.76′

 L19
 S53\*24′16″E
 25.22′
 L41
 N32\*48′26″W
 50.96′

 L20
 N63\*01′46″E
 12.33′
 L42
 N24\*05′18″W
 90.95′

 L21
 S38\*33′31″E
 31.95′
 L43
 S89\*03′16″E
 26.04′
 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 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. 20140912000992750 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 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, 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

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:

drainage—way located on any boundary line of the Parcel.

58°04'44"

119.50' 19°45'01

119.50' 2°56'33

475.00' 4°04'40" 475.00' 15°07'49"

200.00' | 58°04'44"

625.00' 4'18'30"

(i) All portions 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

(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 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

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.

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.

N38°38'59"W

N38°31'03"W

N29°24'39"W

N21°28'44"W

**ENGINEER** 

Kimley-Horn

12750 Merit Drive, Suite 1000

Dallas, Texas 75251

(0) 972-770-1329

(F) 972-770-1300

Contact: Joseph Helmberger

194.16

<u>OWNER</u>

C. Kent Adams dba Lone Star Partners

2160 Lone Star Rd.

Celina, Texas 75009

(0) 214-532-4114

(F) 972-382-3999

Contact: C. Kent Adams

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.

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 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

(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.

### SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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. V Registered Professional Land Surveyor No. 4051

## STATE OF TEXAS

COUNTY OF COLLIN

therein expressed.

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

. BEMENDERFER JR

p 4051 .

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of FEBRUARY-2015

IAN MCWILLIAM Notary Public STATE OF TEXAS My Comm. Exp. December 31, 2016 

Collin County Judge 4 Keith Self Official Public Records Stacey Kemp, County Clerk

Collin County, TEXAS 03/05/2015 02:58:30 PM \$27.00 CJAMAL



# Final Plat of Lots 1, 2, 3 & Tract CA-1 The Hills of Lone Star, Phase 3/Hollyns Cove Pond

being part of Lone Star Partners Property as recorded under CC# 95-0030138 of the Collin County Map Records and a 3,595 Sq. Ft. tract as recorded under CC# 20140908000973220 of the Collin County Land Records Joseph Mitchum Survey, Abstract No. 590 Collin County, Texas

November 2014

15.506 ACRES



P/AC/2014Q3/LB114186.dwg



22 S32°09'33"E 65.73'

Line Table