10927-1-2

2017012501000389 01/25/2017 03:41:51 PM PL 1/1

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 Collin County Map Records.

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) As shown a portion of the lots lie within a Special Flood Hazard Area inundated by 100-year flood per a Floodplain Study and Dam Breach Study performed by Nathan D. Maier Engineering as reflected on Map Number 4808500045 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone AE and Zone X).

11) Minimum Finish Floor as shown has been verified to be 2' above the BFE (Base Flood Elevation).

OSSF NOTES

- 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, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
- A portion of lots BB-2R and BB-3R is located within the 100-year flood plain:
  - o Any OSSF that is located within the 100-year flood plain is subject to special planning requirements.
  - o All electrical/mechanical appurtenances located within the 100-year flood plain must be elevated at least 2' above base flood elevation.
  - o A certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2' above base flood elevation must accompany any permit application for a structure that is proposed to be located within the curvilinear line of the 100-year flood plain.
- Tree removal and lot grading may be required on individual lots for On-Site Sewage Facility installation and/or operation.
- 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.
- 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

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.

Registered Sanitarian or Designated Representative
Collin County Developmental Services

1/26/17
Date

SETBACK REQUIREMENTS

Construction of all Improvements on the Property shall comply with the following setback requirements:

(1) 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;

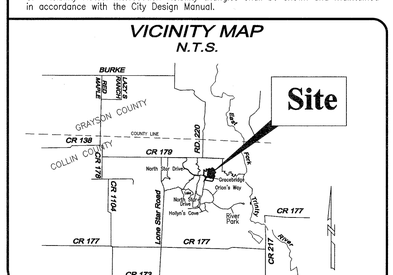
(2) Except as otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except fences, walls and landscaping) must be set back a minimum of fifty (50) feet from any boundary of any Common Area or Parcel;

(3) 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.

General Notes

1. The owner of fee simple title to every individual lot of land within the subdivision must be a member of the homeowners association.
2. The homeowners' association must have the authority to collect membership fees.
3. The homeowners' association must be responsible for the maintenance of all common areas and all screening walls both within and outside of the public right-of-way.
4. The homeowners' association must grant the city right of access to common areas to abate any nuisances thereon, and attach a lien for the prorated cost of abatement upon each individual lot.
5. The homeowners' association shall indemnify and hold the city harmless from any and all costs, expenses, with the city's maintenance of common areas.
6. The homeowners' association shall enter into a license agreement with the City of Van Alstyne, where right-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls, or other amenities, and shall be responsible for the installation and maintenance of all landscape area that are in the public right-of-way.
7. Selling off a portion of this addition by metes and bounds description, without a replat being approved by the City of Van Alstyne, is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
8. Visibility Notes. Intersection visibility triangles shall be shown and maintained in accordance with the City Design Manual.

VICINITY MAP
N.T.S.



OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS **Craig and Micah Nedrow are the owners of Lot BB-3, and C. Kent Adams dba Lone Star Partners, is the Declarant and owner of Lot BB-2**, situated in the State of Texas, County of Collin, being part of the James Hefflefinger Survey, Abstract No. 366, being all of Lot BB-2 and Lot BB-3 of the Hills of Lone Star, Phase 5/Bear Branch, an addition to Collin County, Texas, according to the plat thereof recorded in Volume 2016, Page 105 of the Map Records of Collin County, Texas with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron rod found in the north right-of-way line of North Star Drive marking the southwest corner of Lot BB-2 and the southeast corner of Lot BB-1 of said addition;

THENCE departing said roadway, with a common line between Lot BB-1 and Lot BB-2 as follows:
North 02°39'02" East, 267.76 feet to a Roome capped iron rod set for corner; North 09°31'04" East, 308.11 feet to a Roome capped iron rod set for corner; North 41°16'58" West, 33.88 feet to a point for corner in middle of Bear Branch, being the northwest corner of Lot BB-2, the northeast corner of BB-1, and being in the south line of Lot 27 of said addition;

THENCE with the downstream meanders of Bear Branch, the north line of said premises, the south line of said Lot 27, and the south line of Lot 26 of said addition as follows:
North 17°35'07" East, 54.47 feet to a point for corner; North 66°40'04" East, 93.64 feet to a point for corner; South 78°31'09" East, 147.23 feet to a point for corner; South 80°07'31" East, 57.20 feet to a point for corner; North 21°05'55" East, 100.51 feet to a point for corner; North 71°08'21" East, 40.91 feet to a point for corner; South 62°04'55" East, 92.94 feet to a point for corner; South 33°53'13" East, 64.42 feet to a point for corner; South 18°40'10" East, 50.24 feet to a point for corner; North 83°11'22" East, 81.26 feet to a point for corner; South 20°58'05" East, 54.59 feet to a point for corner; South 45°54'25" West, 86.04 feet to a point for corner; South 02°13'29" East, 41.76 feet to a point for corner; South 58°24'05" East, 57.20 feet to a point for corner;

THENCE departing the downstream meanders of Bear Branch, the north line of Lot BB-3 and the south line of Tract Z of said addition, South 48°01'00" East, 75.36 feet to a point for corner in an intermittent creek or swale marking the northeast corner of Lot BB-3, a southwest corner of Tract Z, and marking the northwest corner of Lot 25 of said addition;

THENCE with said intermittent creek or swale along the east line of Lot BB-3, and the west line of Lot 25 as follows:
South 03°13'58" East, 27.47 feet to a point for corner; South 34°43'23" West, 119.04 feet to a point for corner; South 32°44'59" West, 78.04 feet to a point for corner; South 03°01'55" West, 56.28 feet to a point for corner; South 29°12'54" East, 96.93 feet to a point for corner; South 31°31'41" West, 47.52 feet to a point for corner; South 23°04'23" West, 135.13 feet to a point in the north right-of-way line of Gracebridge (variable width R.O.W.) and marking the southeast corner of Lot BB-3;

THENCE with the north right-of-way line of Gracebridge, and the south line of Lot BB-3 and BB-2 as follows:
North 78°07'23" West, 172.65 feet to a Roome capped iron rod found marking the beginning of a curve to the right; northwesterly along said curve having a central angle of 28°08'37", with a radius of 187.51 feet, for an arc distance of 92.11 feet (chord = North 64°03'01" West, 91.18 feet) to Roome capped iron rod found marking a point of reverse curve; northwesterly along said curve to the left having a central angle of 32°53'01", with a radius of 54.51 feet, for an arc distance of 31.29 feet (chord = North 66°25'58" West, 30.86 feet) to a Roome capped iron rod found marking a point of compound curve; northwesterly along said curve to the left having a central angle pf 11°15'48", with a radius of 672.50 feet, for an arc distance of 132.20 feet (chord = North 88°30'36" West, 131.99 feet) to a Roome capped iron rod found marking a point of reverse curve; northwesterly along said curve to the right having a central angle of 19°10'47", with a radius of 137.50 feet, for an arc distance of 46.03 feet (chord = North 84°33'06" West, 45.81 feet) to a Roome capped iron rod found marking a point of reverse curve; northwesterly along said curve to the left having a central angle of 12°39'15", with a radius of 455.00 feet, for an arc distance of 100.49 feet (chord = North 81°17'20" West, 100.29 feet) to the place of beginning and containing 434,758 square feet or 9.98 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **CRAIG AND MICAH NEDROW are the owners of LOT BB-3, and C. Kent Adams dba Lone Star Partners, is the DECLARANT and owner of LOT BB-2**, do hereby adopt this plat designating the hereinabove described property as a **Final Plat of Lots BB-2R & BB-3R, The Hills of Lone Star, Phase 5/Bear Branch,** AN ADDITION THE CITY OF VAN ALSTYNE, TEXAS AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN HEREIN, NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS ON SAID PLAT. UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF VAN ALSTYNE'S USE THEREOF. THE CITY OF VAN ALSTYNE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS AND THE CITY OF VAN ALSTYNE ON ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION RECONSTRUCTION, INSPECTING, PATROLLING, MAINTAINING, AND ADDITION TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. C. Kent Adams DBA Lone Star Partners, DOES HEREBY BIND ITSELF, ITS SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, ALLEYS, EASEMENTS, AND RIGHTS UNTO THE PUBLIC AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF VAN ALSTYNE.

The Owner shall be subject to the following conditions which shall be binding upon the Owner, their heirs, grantees, successors and assigns. The facilities, together with all incidental improvements, and all necessary lateral in, upon and across certain real property located in the ETJ of the city of Van Alstyne, Collin County, Texas, is more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"). The Easement will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Easement. The city of Van Alstyne, hereinafter called "City", will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Easement, as herein above defined, unless approved by the City Manager or Designee. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress or egress for the purpose of inspection and supervision maintenance work by the property owner to alleviate any undesirable conditions which may occur. The drainage through the Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easements.

WITNESS MY HAND THIS 26TH DAY OF January, 2017

Craig Nedrow – Signature of Owner Lot BB-3

Micah Nedrow – Signature of Owner Lot BB-3

C. Kent Adams dba Lone Star Partners – Declarant and Owner Lot BB-2

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 **Craig Nedrow**, 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 26th day of January 2017.

Notary Public for the
State of Texas

SHARON K. WALLACE
Notary Public
STATE OF TEXAS
Notary ID # 11262952
My Comm. Exp. July 14, 2018

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N71°08'21"E	92.11'	L7	S58°24'05"E	57.20'
L2	S18°40'10"E	50.24'	L8	S48°01'00"E	75.36'
L3	N83°11'22"E	81.26'	L9	S03°13'58"E	27.47'
L4	S20°58'05"E	54.59'	L10	S03°01'55"W	56.28'
L5	S45°54'25"W	86.04'	L11	S31°31'41"W	47.52'
L6	S02°13'29"E	41.76'	L12	N41°16'58"W	33.88'
			L13	N29°06'48"W	37.96'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	28°08'37"	187.51'	92.11'	N64°03'01"W	91.18'
C2	32°53'01"	54.51'	31.29'	N66°25'58"W	30.86'
C3	11°15'48"	672.50'	132.20'	N88°30'36"W	131.99'
C4	19°10'47"	137.50'	46.03'	N84°33'06"W	45.81'
C5	12°39'15"	455.00'	100.49'	N81°17'20"W	100.29'

Easement Legend

- (A) 20' Common Area & Drainage Easement
- (B) 20' Water Easement
- (C) 20' Electric Easement

Utility Service Providers

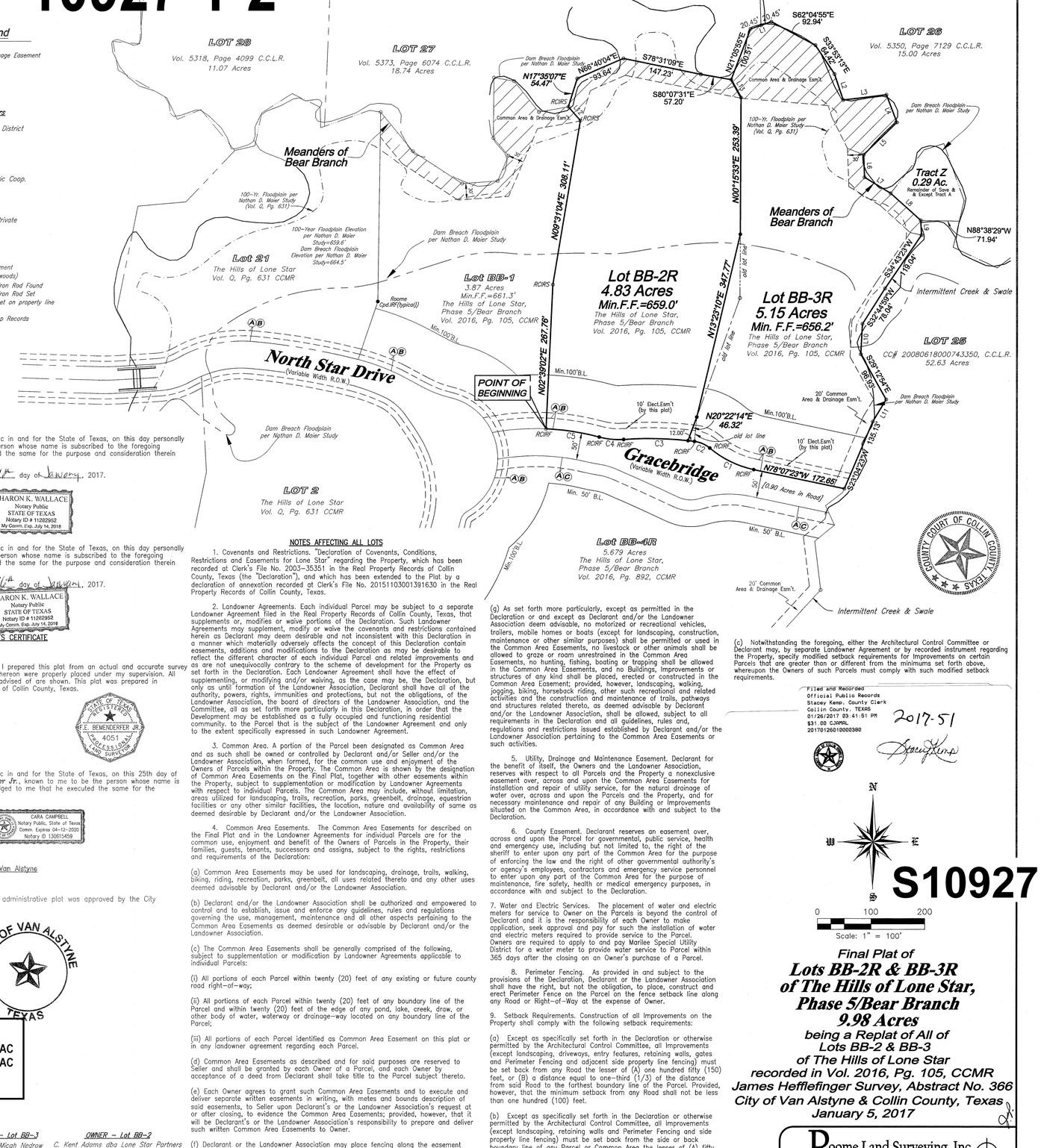
Water – Marilee Special Utility District
(M.S.U.D.)
PO Box 1017
Celina, Tx 75009
(972) 382-3222

Electric – Grayson Collin Electric Coop.
1096 N Waco
Van Alstyne, Tx 75495
(903) 482-7100

Sanitary Sewer – OSSF – Private

LEGEND

CM	Controlling Monument
CNS	Could Not Set (woods)
RCIRF	Roome Capped Iron Rod Found
RCIRS	Roome Capped Iron Rod Set
Ref.	Reference iron set on property line
B.L.	Building Line
CCMR	Collin County Map Records



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. 20151103001391630 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 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 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:

(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 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 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 Easements or such activities.

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.

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.

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) 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.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/26/2017 03:41:51 PM
$31.00 CJOMRL
2017012601000380

2017-51

Declarant
C. Kent Adams
dba Lone Star Partners
2160 Lone Star Rd.
Celina, Texas 75009
(O) 214-532-4114
(F) 972-382-3999
Contact: C. Kent Adams

ENGINEER
Kimley-Horn
106 West Louisiana Street
McKinney, Texas 75069
(D) 469-301-2585
(M) 214-546-3707
Contact: Joseph Helmberger

OWNER – Lot BB-3
Craig & Micah Nedrow
181 Gracebridge
Celina, Texas 75009
(M) 469-688-7615
Contact: Craig Nedrow

OWNER – Lot BB-2
C. Kent Adams dba Lone Star Partners
2160 Lone Star Rd.
Celina, Texas 75009
(O) 214-532-4114
(F) 972-382-3999
Contact: C. Kent Adams

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 **Micah Nedrow**, 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 26th day of January, 2017.

Notary Public for the
State of Texas

SHARON K. WALLACE
Notary Public
STATE OF TEXAS
Notary ID # 11262952
My Comm. Exp. July 14, 2018

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of January, 2017.

Notary Public for the
State of Texas

SHARON K. WALLACE
Notary Public
STATE OF TEXAS
Notary ID # 11262952
My Comm. Exp. July 14, 2018

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.
Registered Professional
Land Surveyor No. 4051

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this 25th day of January, 2017 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.

Notary Public for the
State of Texas

CARA CAMPBELL
Notary Public, State of Texas
Comm. Expires 04-12-2020
Notary ID 130611459

City of Van Alstyne

On the 9th day of January, 2017, this administrative plat was approved by the City Manager or Designee of the City of Van Alstyne.

City Manager or Designee
City of Van Alstyne

CITY OF VAN ALSTYNE TEXAS

FROM:
R-10927-000-0BB2-1 / 4.95 AC
R-10927-000-0BB3-1 / 5.04 AC
FOR TAX YEAR 2017

S10927

0 100 200
Scale: 1" = 100'

Final Plat of
Lots BB-2R & BB-3R of The Hills of Lone Star, Phase 5/Bear Branch
9.98 Acres
being a Replat of All of Lots BB-2 & BB-3 of The Hills of Lone Star recorded in Vol. 2016, Pg. 105, CCMR
James Hefflefinger Survey, Abstract No. 366
City of Van Alstyne & Collin County, Texas
January 5, 2017

Roome Land Surveying, Inc.
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Plano, Texas 75074
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P/AC/201604/AMENDEDbearbranch2016.dwg