

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 John L. White Survey, Abstract No. 1014, being all of a 0.78 acre Tract CA-2R and a portion of dedicated River Bend right-of-way of The Hills of Lone Star Phase 4/East Fork North as recorded in Volume 2016, Page 342 of the Collin County Map Records, being part of Lone Star Partners Property as recorded under County Clerk No. 95-0030138 of the Collin County Land with said premises being more particularly described as follows: BEGINNING at a Roome capped iron rod found in the curving south right-of-way line of River Park

Road and marking the southwest corner of said 0.78 acre Tract CA-2R; THENCE with the curving southeast right-of-way line of River Park Road, the northwest line of said 0.78 acre Tract CA-2R, and the northwest line of 0.66 acre CA-3 as follows: northeasterly along said curve having a central angle of 18°17'01", with a radius of 1325.00 feet, for an arc distance of 422.82 feet (chord = North 52°42'06" East, 421.03 feet) to a Roome capped iron rod found marking the northeast corner of the aforementioned 0.66 acre CA-3, and the northwest corner of Lot 1R of said Hills of Lone Star Phase 4/East Fork North;

THENCE departing said right—of—way line, southeasterly along the curving northeast line of said CA-3, and the southwesterly line of Lot 1R as follows: a curve to the right having a central angle of 28°07′28", with a radius of 275.00 feet, for an arc distance of 134.99 feet (chord = South 35°03′41" East, 133.64 feet) to a Roome capped iron rod found marking the beginning of a compound curve; southwesterly along a curve to the right having a central angle of 45 19'22", with a radius of 525.00 feet, for an distance of 415.29 feet (chord = South 01°39'44" West, 404.55 feet) to a Roome capped iron rod found marking a point of reverse curve; southwesterly along a curve to the left having a central angle of 14°37'06", with a radius of 325.00 feet, for an arc distance of 82.92 feet (chord = South 17°00'52" West, 82.69 feet) to the Roome capped iron rod found marking a point of reverse curve in the east right—of—way line of River Bend marking the southwest corner of Lot 1R, and being in a north line the herein described premises;

THENCE departing said right—of—way and along the south line of said Lot 1R and a north line of said premises as follows: North 81°23'18" East, 371.16 feet to a point for corner; North 53°26'48" East, 195.82 feet to a point for corner; North 21°47'14" East, 100.79 feet to a point marking the most easterly southeast corner of Lot 1R, and the southwest corner of Lot 2 of the Hills of Lone Star, Phase 4/East Fork North as recorded in Volume 2015, Page 326 of the Collin County Map Records; THENCE continuing with the south line of Lots 2, 3 and 4 of said Hills of Lone Star, Phase 4/East Fork North as follows: South 88°29'10" East, 93.71 feet to a point; North 81°42'06" East, 119.10 feet to a point; North 89°30'17" East, 428.00 feet to a point for corner in a pond; South 88°50'58" East, 303.96 feet to a Roome capped iron rod set marking the corner in the approximate middle of the meanders of the East Fork of the Trinity River, and marking the southeast corner of said Hills of Lone Star, Phase 4/East Fork North Addition, and the northeast corner of the herein described premises; THENCE with the downstream meanders of the East Fork of the Trinity River and the east line of said premises as follows: South 03°07'38" East, 157.32 feet to a point; South 07°48'22" West, 301.24 feet to a point; South 46°17'38" East, 94.68 feet to a point; North 76°51'22" East, 216.55 feet to a point; South 55°11'38" East, 159.14 feet to a point; South 29°29'38" East, 151.60 feet to a point; North 81°58'22" East, 322.19 feet to a point; South 47°50'41" East, 81.58 feet to the most easterly northeast corner of said premises;

THENCE departing the East Fork of the Trinity River and partway along County Road 177, South 02°21'25" East, 757.16 feet to a Roome capped iron rod set on the west edge of said road and marking the southwest corner of said premises, and the northeast corner of a 124.09 acre tract as recorded in Volume 1066, Page 126 of the Collin County Land Records;

THENCE with the south line of said Lone Star Partners, and the north line of said 124.09 acre tract, and the north line of a 15.438 acre tract as recorded under County Clerk No. 20160608000717680 of the Collin County Land Records, North 86°35'24" West, 3040.44 feet to a ½" iron rod found marking an ell corner of said 15.438 acre tract and said Lone Star Partners property;

THENCE with an east line of said 15.438 acre tract and a west line of said Lone Star Partners property, North 03°09'12" East, 484.76 feet to a point marking the northeast corner of said 15.438 acre tract, and an ell corner of said Lone Star Partners property; THENCE continuing with the west line of the herein described premises. North 04°07'37" East. 844.63 feet to a Roome capped iron rod found in the south right—of—way line of the aforementioned

River Park Road, and marking the most westerly northwest corner of the herein described premises; THENCE with the south right—of—way line of River Park Road, an a north line of said premises as follows: southeasterly along a curve to the left having a central angle of 15°34'43", with a radius of 575.00 feet, for an arc distance 156.35 feet (chord = South 89°30'23" East, 155.87 feet) to a Roome capped iron rod found marking a point of compound curve to the left, northeasterly along said curve having a central angle of 0.30'34'', with a radius of 701.00', for an arc distance of 6.23 feet (chord = North 82°23'38" East, 6.23 feet) to a Roome capped iron rod found marking a point of compound curve to the left; northeasterly along said curve having a central angle 20°14'10", with a radius of 125.00 feet, for an arc distance of 44.16 feet (chord = North 71°57'59" East, 43.93 feet) to the place of beginning and containing 81.82 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 *Lots 1-14, CA-2R, CA-3 & CA-4, and Tract 1, The Hills of Lone* Star. Phase 6 / East Fork South, 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 from anyone.

EXECUTED this _____, 2017.

DBA Lone Star Partners

STATE OF TEXAS COUNTY OF COLLIN

C. Kent Adams

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 _____ day of _____, 2017.

Notary Public for the State of Texas

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. 20161101001481520 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 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

(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.

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

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

10) A portion of the subject property lies within a Special Flood Hazard Area subject to inundation by the 1% annual chance 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 A).

A portion of lots 4-11 are 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.
- 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.

(e) Each Owner garees 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 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 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 (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 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

OSSF 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 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.

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 Šervices

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 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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of ____, 2017.

Notary Public for the State of Texas

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

Collin County Judge

Final Plat of Lots 1-14, CA-2R, CA-3 & CA-4, and Tract 1 The Hills of Lone Star. Phase 6/East Fork South 81.82 Acres

being part of Lone Star Partners Property as recorded under CC# 95-0030138 of the Collin County Land Records & the Replat of a 0.78 acre Tract CA-2R and a portion of Dedicated River Road Right-of-Way of the Hills of Lone Star Phase 4/East Fork North as recorded in Vol. 2016, Pg. 342 of the Collin County Map Records John L. White Survey, Abstract No. 1014 Collin County, Texas January 2017

ENGINEER Kimley-Horn 106 W Louisiana Street

<u>OWNER</u> C. Kent Adams dba Lone Star Partners 2160 Lone Star Rd. Celina, Texas 75009 McKinney, Texas 75069 (0) 469-301-2585 (0) 214-532-4114 (F) 972-239-3820 (F) 972-382-3999 Contact: Joseph Helmberger Contact: C. Kent Adams

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