

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. 2020020600174150 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 waives 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 containing 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.

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.

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 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, 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 and/or 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 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 (100) 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.

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS David Thomas-M Dominguez & Jodi Kendall Payson are the owners of Lot 9/10 & Lot 10/11 of The Hills of Lone Star Phase 8/Highlands, as recorded in Volume 2020, Pages 611-613 of the Collin County Map Records, situated in the State of Texas, County of Collin, being part of the Jesse Adamson Survey, Abstract No. 9, and part of the John D. Douglas Survey, Abstract No. 263, with said premises being more particularly described as follows:
BEGINNING at a Roomed capped iron found in the curving easterly line of Tract 1R of a Replat for Tract 1R and Lots 16 & 17 of The Hills of Lone Star Phase 8/Highlands as recorded in Volume 2021, Page ____ of the Collin County Map Records, same marking the northwest corner of a 60' right-of-way dedication of said Replat, the southwest corner of said Lot 9/10, and the southwest corner of the herein described premises;

THENCE with the west right-of-way of Lot 9/10 & Lot 10/11, same being the east line of said Tract 1R, northeasterly along said curve to the right having a central angle of 43°12'27", for an arc distance of 846.80 feet, with a radius of 1,122.90 feet (chord = North 09°35'28" East, 826.87 feet) to a Roomed capped iron rod found marking the northwest corner Lot 10/11, said premises, and the southwest corner of Lot 12 of The Hills of Lone Star Phase 8/Highlands;

THENCE with the north line between Lot 10/11 and Lot 12, same being the north line of said premises, South 59°31'14" East, 364.85 feet to a Roomed capped iron rod found in the curving west right-of-way of White Stag (50' Right-of-Way), marking the southeast corner of Lot 12, the northeast corner of Lot 10/11 and said premises;

THENCE with the west right-of-way of White Stag, same being the east line of Lot 9/10, Lot 10/11 and said premises as follows: southwesterly along said curve to the left having a central angle of 34°21'28", for an arc distance of 314.82 feet, with a radius of 525.00 feet (chord = South 00°22'05" West, 269.57 feet) to a Roomed capped iron rod found in the north line of the aforementioned dedicated 60' right-of-way, marking the southeast corner of Lot 9/10, and the southeast corner of said premises;

THENCE with the north line of a dedicated 60' right-of-way, same being the south line of Lot 9/10 and said premises as follows: South 87°27'25" West, 41.71 feet to a Roomed capped iron rod found marking the beginning of a curve to the left, southwesterly along said curve having a central angle of 18°35'56", for an arc distance of 296.95 feet, with a radius of 1,025.00 feet (chord = South 79°09'27" West, 295.91 feet) to a Roomed capped iron rod found marking the point of a reverse curve; southwesterly along said curve to the right having a central angle of 04°32'45", for an arc distance of 25.79 feet, with a radius of 325.00 feet (chord = South 73°07'52" West, 25.78 feet) to the place of beginning and containing 6.010 acres of land.

PLAT NOTES

- 1) Blocking the flow of water or construction improvements in drainage easements and filling or obstruction of the roadway 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.
5) Collin County permits are required for building construction, on-site sewage facilities and driveway culverts.
6) All private driveway tie-ins to a county maintained roadway must be even with the existing driveway surface.
7) 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.
8) No part of the subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Map Number 48095C0045 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and incorporated Areas dated June 2, 2009 (Zone X).
9) Maintenance of Islands (landscaping, lighting and irrigation) within the Right of Way shall be the responsibility of the Home Owners Association.
10) Existing paving, utilities, fences, etc., damaged by the construction of the proposed improvements and proposed residential structures shall be replaced to a condition equal to or better than its original condition. The contractor or builder shall make these repairs at his own expense.
11) Developers and builders SW3P must include County Ditches affected by subdivision.
12) Collin County will only maintain street signs and poles with current county materials.
13) Street lights that have been approved will not be maintained, repaired, or replaced by Collin County. Collin County will not be responsible for any fees associated with the street lights
14) Mail Boxes shall meet USPS specifications.
15) Unless the Finished Floor is noted on the plat, the finish floor elevation of all houses will be at least 18" above the highest elevation of the surrounding ground around the house after final grading.
16) Driveways shall meet culvert permit requirements. Driveways that do not meet culvert permit requirements shall be removed and corrected at the contractor's expense.

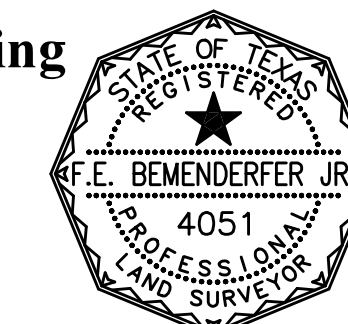
SURVEYOR'S CERTIFICATE

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.

Not for Recording

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 expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public for the
State of Texas

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS' COURT this the ____ day of _____, 2021.

Collin County Judge
Chris Hill

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, David Thomas-M Dominguez & Jodi Kendall Payson are the owners of Lot 9/10 & Lot 10/11, and C. Kent Adams dba Lone Star Partners is the Declarant, do hereby adopt this replat designating the hereinabove described property as Lot 9-11R of THE HILLS OF LONE STAR, PHASE 8/HIGHLANDS, 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 of any time of procuring the permission from anyone.

EXECUTED this ____ day of _____, 2021.

David Thomas-M Dominguez Signature of Owner Lot 9/10 & Lot 10/11
Jodi Kendall Payson Signature of Owner Lot 9/10 & Lot 10/11

C. Kent Adams dba Lone Star Partners - Declarant

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 dba Lone Star Partners, 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 _____, 2021.

Notary Public for the
State of Texas

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 David Thomas-M Dominguez, 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 _____, 2021.

Notary Public for the
State of Texas

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 Jodi Kendall Payson, 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 _____, 2021.

Notary Public for the
State of Texas

Replat
Lot 9-11R
The Hills of Lone Star, Phase 8/Highlands
6.010 Gross Acres

being a replat of Lot 9/10 & Lot 10/11,
The Hills of Lone Star, Phase 8/Highlands,
as recorded in Volume 2020, Page 611-613 of the Collin County Map Records
Jesse Adamson Survey, Abstract No. 9
John D. Douglas Survey, Abstract No. 263
Collin County, Texas
April 2021

Revised: 4.28.2021
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Roome Land Surveying, Inc.
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

Owners: Lot 9/10 & 10/11
David Thomas-M Dominguez & Jodi K. Payson
8400 Prescott Circle
Frisco, Texas 75033
972-489-4323
Email: jodi.payson@yahoo.com

Surveyor: Roome Land Surveying
2000 Ave G, Suite 810
Plano, TX 75074
(972) 423-4372
(972) 423-7523
Email: fred@roomeinc.com

Engineer: Kinley-Horn
260 East Deak Street, Suite 100
McAllen, Texas 75509
(361) 469-301-2582
(M) 817-295-2064
Contact: Eric T. Jaska, P.E.

Declarant: C. Kent Adams
dba Lone Star Partners
2160 Lone Star Rd.
Colin, Texas 75009
(972) 423-4372
(972) 423-3999

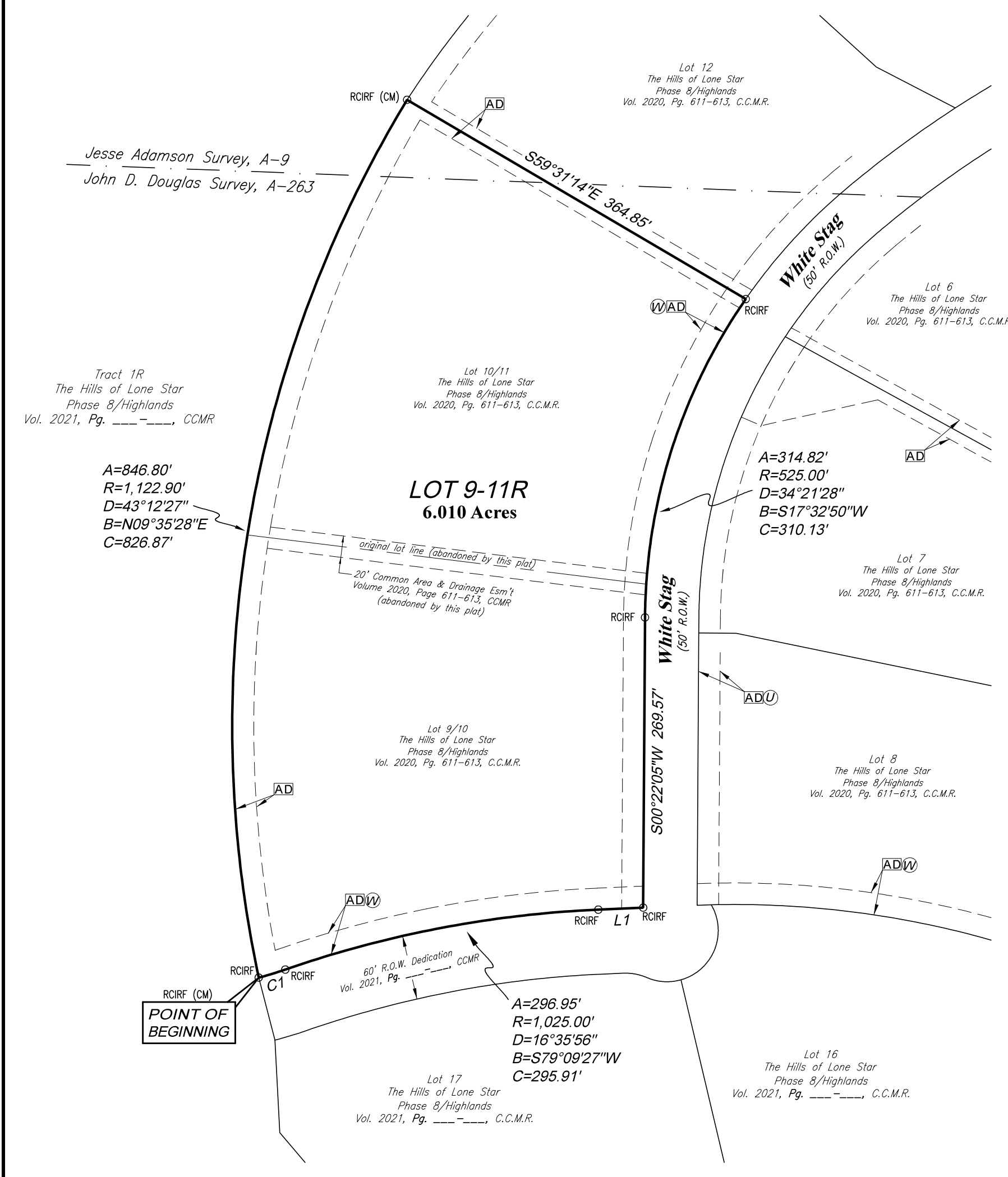
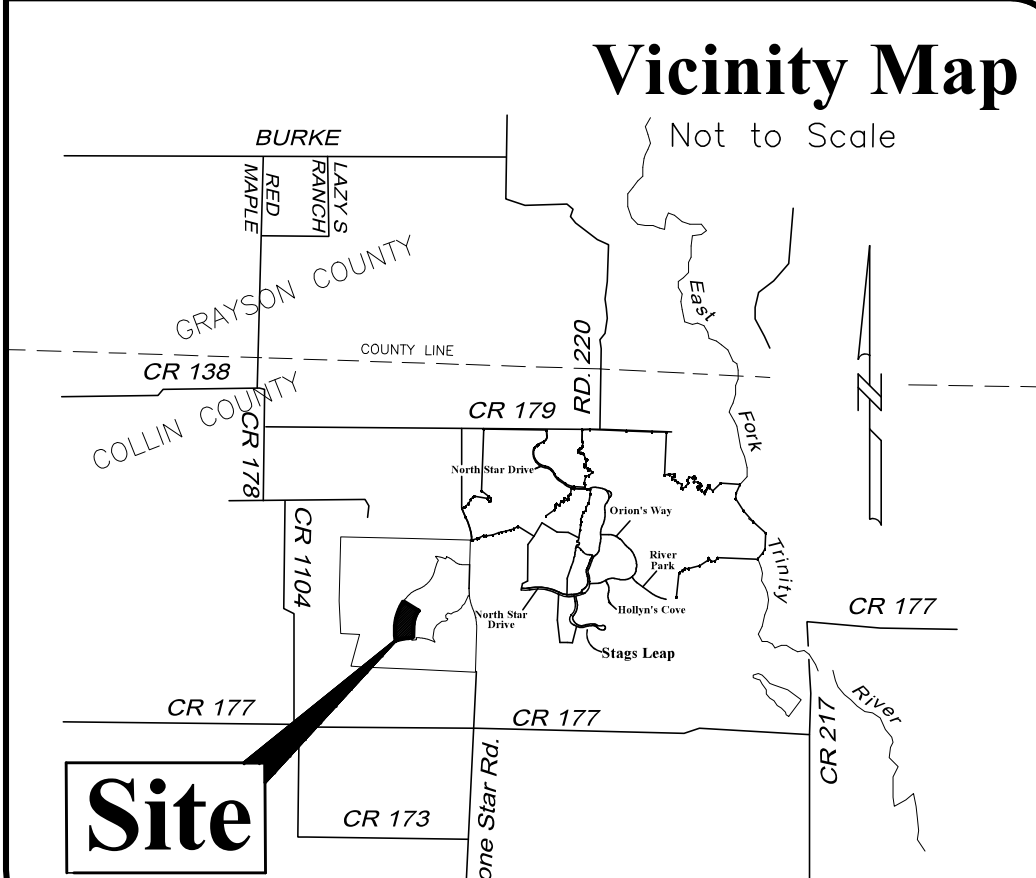


Table with columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Includes a table for LINE BEARING and DISTANCE.

- General Notes
1. Selling off a portion of this addition by metes and bounds description, without a replat being approved by the Collin County Commissioners Court, is a violation of county ordinance and state law and is subject to fines and withholding of utilities and building permits.
2. Visibility Notes. Intersection visibility triangles shall be shown and maintained in accordance with the County Design Manual.

The purpose of this replat is to create 1 Lot from 2 Lots and to abandon a portion of a 20' Common Area & Drainage Esm't



HEALTH DEPARTMENT CERTIFICATION
I, as a representative of Collin County Development Services, do 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 evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Designated Representative for Collin County Development Services

Easement Legend
As per recorded plat Vol.2020, Pg.611-613, C.C.M.R.
A 20' Common Area Easement
D 20' Drainage Easement
U 20' Utility Easement
W 20' Water Easement
AD 20' Common Area & Drainage Easement