A=175.99'

R=940.00'

C=175.73'

D=10°43'38"

B=S77°25'20"W

20' Common Area &

The Hills of Lone Star,

Phase 2B/Deer Meadow

Vol. 2015, Pg. 765, CCMR

Electric Esm't

Vol. 2008, Pg. 299, CCMR

Legend Controlling Monument Roome Capped Iron Rod Found RCIRS Roome Capped Iron Rod Set CCMR Collin County Map Records

A=32.55'

C=32.55'

R=475.00'

D=3°55'37"

B=N70°12'23"W

À=109.26'

R=175.00'

C=107.49'

Lot 6/7RRR

The Hills of Lone Star,

Phase 2B/Deer Meadow

Vol. 2019, Pg. 663, CCMR

D=35°46'17"

B=S89°56'40"W

Utility Service Providers

C=240.85'

<u>Water</u> - Marilee Special Utility District [M.S.U.D.] PO Box 1017 Celina, Tx 75009 (972) 382-3222

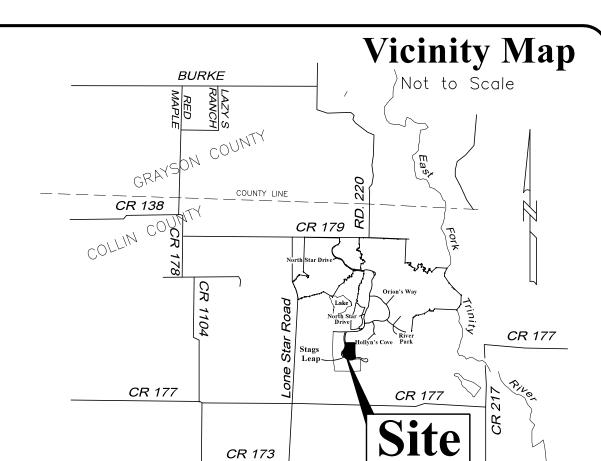
<u>Electric</u> – Grayson County Electric Coop. 1096 N Waco Van Alstyne, Tx 75495 (903) 482-7100

<u>Sanitary Sewer</u> - OSSF - Private

Easement Legend All Platted Easements Below Per The Hills of Lone Star, Phase 2B/Deer Meadow

20' Water Easement

Vol. 2008, Pg. 299, CCMR 20' Common Area Easement



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). No variances will be granted for setbacks or for OSSF reduction.

Ø There is a 20'common area & water easement along the western and southern property lines and a 15'common area easement along the northern property line to which OSSF setbacks apply.

 \emptyset There is a natural drainage area in the northeastern corner of the lot to which OSSF setbacks may apply.

► There are no easements other than those noted above. ► There were no permitted/approved existing structures with associated OSSF(s) on lot at the time of approval. Any existing structures or OSSFs on lots must be reviewed and permitted by Collin County

Development Services prior to any use. ► Tree removal and/or grading for OSSF may be required on individual

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

► Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.

► 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, 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

OWNER'S CERTIFICATION AND DEDICATION

WHEREAS C. Kent Adams dba Lone Star Partners, is the owner of Lots 13 & 14 of The Hills of Lone Star, Phase 2B/Deer Meadow, an addition to Collin County as recorded in Volume 2008, Page 299 of the Collin County Map Records, situated in the State of Texas, County of Collin, being part of the Joseph Mitchum Survey, Abstract No. 590, 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 Stags Leap (variable width R.O.W.) marking the southwest corner of Lot 12R of The Hills of Lone Star, Phase 2B/Deer Meadows as recorded in Volume 2011, Page 288 of the Collin County Map Records, the southeast corner of

said Lot 13, and the southeast corner of the herein described premises: THENCE with the northerly and easterly right-of-way line of Stags Leap, same being the southerly and westerly lines of Lots 13 & 14 and said premises as follows: southwesterly along said curve to the left having a central angle of 10°43'38", for an arc distance of 175.99 feet, with a radius of 940.00 feet (chord = South 77°25'20" West, 175.73 feet) to a Roome capped iron rod found marking a point of reverse curve; southwesterly along said curve to the right having a central angle of 35°46'17", for an arc distance of 109.26 feet, with a radius of 175.00 feet (chord = South 89°56'40" West, 107.49 feet) to a Roome capped iron rod found marking a point of compound curve; northwesterly along said curve to the right having a central angle of 03°55'37", for an arc distance of 32.55 feet, with a radius of 475.00 feet (chord = North 70°12'23" West, 32.55 feet) to a Roome capped iron rod found marking a point of compound curve; northwesterly along said curve to the right having a central angle of 51°56'29", for an arc distance of 249.30 feet, with a radius of 275.00 feet (chord = North 42°16'20" West, 240.85 feet) to a Roome capped iron rod found marking a point of compound curve; northeasterly along said curve to the right having a central angle of 57°23'06", for an arc distance of 100.16 feet, with a radius of 100.00 feet (chord = North 12°23'27" East, 96.02 feet) to a Roome capped iron rod found marking a point of reverse curve; northeasterly along said curve to the left having a central angle of 42°28'52", for an arc distance of 329.76 feet. with a radius of 444.76 feet (chord = North 19°50'34" East, 322.26 feet) to a Roome capped iron rod found marking the northwest corner of Lot 14, said premises, and the southwest corner of Lot 22 of The Hills of Lone Star, Gibbs Phase as recorded in Volume 2007, Page 22 of the Collin County Map Records; THENCE with the common line between Lots 14 & 22, same being the north line of said premises, North 90°00'00" East, 322.84 feet to a Roome capped iron rod found in the west line of the aforementioned Lot 12R, marking the most southerly southeast corner of Lot 22, the northeast corner of Lot 14 and said

THENCE with the west line of Lot 12R, same being the east line of Lots 13 & 14 and said premises as follows: South 01°07'48" West, 293.52 feet to a Roome capped iron rod found for an angle break; South 05°31'29" East, 255.50 feet to the place of beginning and containing 5.105 acres of land.

NOW. THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, C. Kent Adams bda Lone Star Partners, the owner, does hereby adopt this replat designating the herein above described property as Lot 13/14R, THE HILLS OF LONE STAR, PHASE 2B/DEER MEADOW, an addition to Collin County, Texas, and does 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.

WITNESS MY HAND THIS _____, 2021.

C. Kent Adams dba Lone Star Partners - Owner Lots 13 & 14

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 _____,

Notary Public for the State of Texas

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 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 _____, 2021

Collin County Judge Chris Hill

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. 20070412000495330 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, quests, 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 quidelines, 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

(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 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.

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.

5) Source bearing The Hills of Lone Star plat as recorded in Volume 2008, Page 299 of the Collin County Map Records.

6) Collin County permits are required for building construction, on—site sewage facilities and

7) All private driveway tie—ins to a county maintained road, or road with expectations of being accepted into the county road inventory, must be even with the existing

8) 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.

9) 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).

10) The finish floor elevations of all house pads will be at least 18" above the highest elevation of the surrounding ground around the house after final grading.

(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 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.

Replat

Lot 13/14R The Hills of Lone Star, Phase 2B/Deer Meadow *5.105 Acres*

being a Replat of Lots 13 & 14 of

The Hills of Lone Star, Phase 2B/Deer Meadow, as recorded in Volume 2008, Page 299 of the Collin County Map Records Joseph Mitchum Survey, Abstract No. 590

Collin County, Texas *April 2021*

<u>Owner:</u> Lot 13&14 C. Kent Adams (dba Lone Star Partners) 2160 Lone Star Rd. Celina, Texas 75009 214-532-4114 (F)972-382-3999

Roome Land Surveying 2000 Ave G, Suite 810 Plano, Tx 75074 972-423-4372 email: fredb@roomeinc.com Attn: Fred Bemenderfer

P:/AC/2021Q2/AC876149.dw Land Surveying Plano, Texas 75074 Phone (972) 423-4372 / Fax (972) 423-7523 www.roomesurveying.com / Firm No. 10013100

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 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