

- 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. 20200206000174150 in the Real Property Records of Collin County, Texas, and by a declaration of annexation recorded at Clerk's File No. 20210414000754660 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 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 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 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.

### STANDARD PLAT NOTES

- 1. Mail boxes shall meet USPS specifications.
- Driveway connections must meet Collin County specifications.
   All roadway signs shall meet Collin County specifications.
- 4. Collin County will only maintain street signs and poles with materials currently approved and in use by Collin County Public Works.
- 5. Collin County does not, and will not accept street lights for maintenance or operation.
- 6. A road dedicated to the public may not be obstructed, including by means of a gate.7. Blocking the flow of water, constructing improvements in drainage easements, and filling or
- 7. Blocking the flow of water, constructing improvements in drainage easements, and filling or obstruction of the floodway is prohibited.

  8. The existing creeks or drainage channels traversing along or across the subdivision 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.

  9. Collin County will not be responsible for the maintenance and operation of said drainage ways or
- 9. 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.

  10. Collin County will not be responsible for any damage, personal injury or loss of life or property
- occasioned by flooding or flooding conditions.

  11. All surface drainage easements shall be kept clear of buildings, foundations, structures, plantings,
- and other obstructions to the operation, access and maintenance of the drainage facility.

  12. Fences and utility appurtenances may be placed within the 100—yr drainage easement provided
- they are placed outside the design—yr floodplains, as shown on the plat.

  13. All necessary Collin County authorizations (i.e. OSSF, flood plain permits, etc.) are required for building construction, on—site sewage facilities, and driveway culverts.
- 14. All private driveway tie—ins to a County maintained roadway, or roadway with expectations of being accepted into the County roadway network, must be even with the existing driving surface.

  15. The finish floor elevations of all house pads shall be at least 18" above the highest elevation of the surrounding ground around the house after final grading and two feet (2') above the 100—yr base flood elevation.
- 16. Except for ditches that are adjacent to Roadways and/or culverts and other improvements that are a part of a Roadway, the County generally will not accept drainage improvements for maintenance, including retention and detention ponds. Therefore, the Applicant must provide for this work to be done either by way of an HOA; by providing in the Deed Restrictions that each lot owner is responsible for maintaining the portions of the drainage improvements on or adjacent to their lot;
- or other method.

  17. Individual lots in a Subdivision are considered part of a larger common plan of development, regardless of when construction activity takes place on that lot in relation to the other lots, and are required to have BMP's and comply with the Construction General Permit.

  18. The Developer, Contractor, or Builder of any structure on a single lot in a developing subdivision
- shall prepare an SW3P and submit to the Director of Engineering prior to receiving any permits.

  19. Collin County will not be responsible for maintenance of landscaped islands within the right—of—way. Maintenance of landscaped islands to be provided by the Homeowners Association.

# OSSF NOTES

- a All lots must utilize alternative type On—Site Sewage Facilities.
- Ø 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.
  - Lots B1, B2, B3, B4 and B5 have 10'-20' drainage/utility easements along all property lines to which setbacks apply.
    There is a large pond across lots B1 and B5 to which setbacks will apply. Careful pre-planning is advised on lots B1 and B5.
    There are several ponds on Tract 1RR to which setbacks apply.
- g There are no easements other than the aforementioned drainage, drainage/utility easements bordering lots B1, B2, B3, B4 and B5.
- Ø There were no permitted/approved existing structures with associated OSSF(s) on any of the lots 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.
- Ø Tree removal and/or grading for OSSF may be required on individual lots.
- Ø There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
- Ø Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.
- Ø 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.

DR4437Z7

ignated Representative for Collin County Development Services

## OWNER'S CERTIFICATE

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 Jesse Adamson Survey, Abstract No. 9, part of the Thomas Allen Survey, Abstract No. 13, part of the John D. Douglas Survey, Abstract No. 263, and being all of Tract 1R of the Replat of Tract 1R & Lots 16 & 17 of The Hills of Lone Star Phase 8/Highlands, as recorded in Volume 2021, Pages 381—382 of the

Collin County Map Records, with said premises being more particularly described as follows:

BEGINNING at a Roome capped iron found in the dedicated west right—of—way line of Lone Star Road (a variable width right—of—way), same being the northeast corner of Tract 1R, and being in the south line of Reston's 7.182 acre tract as recorded under County Clerk No. 20180510000573140 of the Collin County Land Records;

THENCE with an east line of Tract 1R, and the dedicated west right—of—way line of Lone Star Road as follows: Southeasterly along a curve to the right having a central angle of 01°52'46", for an arc distance of 47.56 feet, with a radius of 1,450.00 feet (chord = South 00°48'39" East, 47.56 feet) to a Roome capped iron rod found marking the end of said curve; South 00°07'44" West, 466.16 feet to a Roome capped iron rod found marking the intersection of Lone Star Road with the north right—of—way line of Highlands (a variable width right—of—way) of the original Hills of Lone Star Phase 8/Highlands as recorded in Volume 2020, Page 611—613 of the Collin County Map Records, same being a southeast corner of Tract 1R;

THENCE departing Lone Star Road, with a common line between Tract 1R, and the north right—of—way line of Highlands as follows: North 89°52'16" West, 165.18 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 39°08'30", for an arc distance of 153.71 feet, with a radius of 225.00 feet (chord = North 70°18'01" West, 150.74 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 16°56'10", for an arc distance of 206.91 feet, with a radius of 700.00 feet (chord = North 59°11'51" West, 206.16 feet) to the northwest corner of said roadway, and an ell corner of Tract 1R;

THENCE with a west line of Highlands right—of—way and an east line of Tract 1R, South 22°20'04" West, 50.00 feet to a Roome capped iron rod found marking the southwest corner of said right—of—way, and being in the north line of CA—1 of the original Hills of Lone Star Phase 8/Highlands;

THENCE with a curving south line of Tract 1R and the curving north line of CA-1, a curve to the left having a central angle of 19°36′33″, for an arc distance of 222.46 feet, with a radius of 650.00 feet (chord = North 77°28′13″ West, 221.38 feet) to a Roome capped iron rod found marking the westerly most west corner of CA-1 and an interior corner of Tract 1R;

THENCE with a common line between CA-1 and Tract 1R, South 38°55'28" East, 102.89 feet Roome capped iron rod found marking the northwest corner of Lot 15 of the original Hills of Lone Star Phase 8/Highland;

THENCE with a common line between Tract 1R, Lot 15, Lot 14, Lot 13, Lot 12 of the original Hills of Lone Star Phase 8/Highlands, and Lot 9-11R of the Replat of Lot 9-11R of The Hills of Lone Star Phase 8/Highlands, as recorded in Volume 2021, Page 435 of the Collin County Map Records as follows: southwesterly along a curve to the left having a central angle of 15°39'54", for an arc distance of 229.66 feet, with a radius of 840.00 feet (chord = South 18°13'19" West, 228.94 feet) Roome capped iron rod found marking the point of reverse curve; southwesterly along a curve to the right having a central angle of 56°39'20", for an arc distance of 547.62 feet, with a radius of 553.81 feet (chord = South 40°32'09" West, 525.58 feet) to a Roome capped iron rod found marking a point of reverse curve; southwesterly along said curve to the left having a central angle of 24°09'48", for an arc distance of 210.87 feet, with a radius of 500.00 feet (chord = South 56°46'55" West, 209.31 feet) to a Roome capped iron rod found marking a point of a compound curve; southwesterly along said curve to the left having a central angle of 11°39'41", for an arc distance of 187.10 feet, with a radius of 919.25 feet (chord = South 38°52'10" West, 186.77 feet) to a Roome capped iron rod found marking the beginning of a curve to the left; southwesterly along a curve to the left 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 =

THENCE with the common line between Tract 1R and said 60' right—of—way dedication, South 14'35'45" East, 60.00 feet to a Roome capped iron rod set marking the northwest of the aforementioned Lot 17, and the southwest

Lot 9-11R, and the northwest corner of a 60' right-of-way dedication of a said Replat (Volume 2021, Pages

South 09°35'28" West, 826.87 feet) to Roome capped iron rod found marking the southwest corner of said Replat of

corner of a 60' right—of—way dedication;

THENCE with the common line between Tract 1R, Lots 16 and 17 as follows: South 03°00'23" East, 86.12 feet to a Roome capped iron rod set for an angel break; South 40°16'07" East, 184.32 feet to a Roome capped iron rod set for an angel break; South 85°37'34" East, 321.11 feet to a point for corner marking the southwest corner of Lot 16, and the southeast corner of Lot 17; North 77°46'51" East, 162.25 feet to a point for corner; North 47°39'39" East, 99.64 feet to a point for corner; North 41°04'58" East, 174.59 feet to a point for corner; North 14°34'54" East, 59.65 feet to a point for corner marking the northeast corner of Lot 16, and the southeast corner of Lot 8 of the original Hills of Lone Star Phase 8/Highlands, and being in a drainage area;

THENCE with said drainage area along an east line of Tract 1R, and the east line of Lots 8-3 and Lot 1 of the original Hills of Lone Star Phase 8/Highlands as follows: North 28\*56'39" West, 102.88 feet to a point; North 06\*13'32" East, 177.85 feet to a point; North 31\*49'32" East, 103.17 feet to a point; North 50\*16'04" East, 132.75 feet to a point; North 81\*58'30" East, 80.23 feet to a point; North 66\*06'46" East, 32.64 feet to a point; North 24\*52'20" East, 34.62 feet to a point; North 67\*17'24" West, 39.30 feet to a point; North 11\*17'48" West, 55.94 feet to a point; North 43\*05'21" East, 70.36 feet to a point; South 70\*23'59" East, 65.65 feet to a point; North 53\*35'44" East, 63.91 feet to a point; North 72\*36'04" East, 84.18 feet to a point; North 48\*19'53" East, 104.93 feet to a point; North 22\*57'03" East, 52.65 feet to a point; North 46\*46'54" East, 66.16 feet to a point; North 22\*31'43" East, 120.75 feet to a point; North 34\*23'59" East, 31.22 feet to a point; North 11\*35'01" East, 26.88 feet to a point; North 83\*00'42" East, 26.12 feet to a Roome capped iron rod set in the dedicated curving west right—of—way line of Lone Star Road, marking the southeast corner of said Lot 1, and a northeast corner of said Tract 1R;

THENCE with the curving dedicated west right—of—way line of Lone Star Road and an east line of Tract 1R as follows: southeasterly along a curve to the left having a central angle of 16°08'55", for an arc distance of 295.94 feet, with a radius of 1,050.00 feet (chord = South 16°17'51" East, 294.96 feet) to a Roome capped iron rod found marking a point of reverse curve; southwesterly along a curve to the right having a central angle of 24°34'05", for an arc distance of 407.35 feet, with a radius of 950.00 feet (chord = South 12°05'16" East, 404.24 feet) to a Roome capped iron rod found marking the end of said curve; South 00°11'46" West, 914.38 feet to a Roome capped iron rod found marking the southerly most southeast corner of Tract 1R, and being in the north line of Hornbaker's called 13.251 acre tract as recorded in Volume 5132, Page 4294 of the Collin County Land Records;

THENCE departing said roadway, and along the southerly most south line of Tract 1R as follows: North 88\*42'17" West along the north line of said 13.251 acre tract a distance of 816.74 feet to a ½" iron rod found marking the northwest corner of said 13.251 acre tract, and the northeast corner of Jarod Prusak's called 12.60 acre tract as recorded under County Clerk No. 20070226000259600 of the Collin County Land Records; North 88\*45'04" West along the north line of said 12.60 acre tract a distance of 411.90 feet to a RPLS 4613 capped iron rod found marking the northwest corner of said 12.60 acre tract, and the northeast corner of Prusak's called 18.786 acre tract as recorded under County Clerk No. 20180530006555660 of the Collin County Land Records; North 88\*40'24" West (basis of bearings) along the north line of said 18.786 acre tract and the north line of Maria Gloria Diaz's called 14.754 acre tract as recorded in Volume 5431, Page 6742 of the Collin County Land Records, a distance of 1,088.16 feet to a RPLS 4613 capped iron rod found marking the northwest corner of said 14.754 acre tract, and the northeast corner of Than Than Investments, LT's called 15.000 acre tract as recorded in Volume 5070, Page 4898 of the Collin County Land Records; North 88\*36'22" West with the north line of said called 15.000 acre tract a distance of 280.73 feet to a 1/2" iron rod found in the north line of said 15.000 acre tract, and marking the southeast corner of Jack W. and Carol Haye's called 31.7340 acre tract as recorded 97-0034725 of the Collin County Land Records, and also being the southerly most southwest corner Tract 1R;

THENCE North 13°56'28" East along the easterly line of said 31.7340 acre tract, and a westerly line of Tract 1R, a distance of 688.68 feet to a Roome capped iron rod found marking the northeast corner of said called 31.7340 acre tract, and an ell corner of said premises;

THENCE North 88°41'25" West along a north line of said 31.7340 acre tract, and a south line of said premises a distance of 397.08 feet to a Roome capped iron rod found marking the southeast corner of Yotnatti's called 26.752 acre tract as recorded under County Clerk No. 20161122001583150 of the Collin County Land Records, and an ell corner of the herein described premises;

THENCE with an east line of said 26.752 acre tract, and the west line of Tract 1R, North 03°45'52" West along the east line of said 26.752 acre tract and a west line of said premises a distance of 679.40 feet to a 5/8" iron rod found marking the northeast corner of said 26.752 acre tract, and the southeast corner of Etzal and Wallace's 57.62 acre tract as recorded under County Clerk No. 20180410000439230 of the Collin County Land Records;

THENCE North 00°05'15" West with the east line of said 57.62 acre tract, and the west line of Tract 1R, a distance of 1,334.41 feet to a point marking the northwest corner of Tract 1R, from which a 1/2" iron found for witness bears North 52°19'59" West, 4.19 feet;

THENCE with a north line of Tract 1R, the south line of Hat Creek Mccray Properties LLC called 35.02 acre tract as recorded under County Clerk No. 202001231001344150 of the Collin County Land Records, the south line of Spagnola's called 45.018 acre tract as recorded under County Clerk No. 20170113000060900 of the Collin County Land Records, North 89\*51'13" East, 1,465.96 feet to a ½" iron rod found marking the southeast corner of said 45.018 acre tract, and the southwest corner of Spagnola's called 19.734 acre tract as recorded under County Clerk No. 20140725000780510 of the Collin County Land Records;

THENCE with a north line of said premises, the south line of said 19.734 acre tract, the south line of Reston's 7.182 acre tract as recorded under County Clerk No. 20180510000573140 of the Collin County Land Records, South 89\*53'32" East, 1,234.98 feet to the place of beginning and containing 126.392 acres of land.

# CERTIFICATION OF COLLIN COUNTY COMMISSIONERS COURT

I hereby certify that the attached and foregoing Final Plat of "Tract 1RR & Lots B1—B5 of THE HILLS OF LONE STAR, PHASE 8B/HIGHLANDS" to Collin County, Texas was approved by the vote of the Collin County Commissioners Court on the day of \_\_\_\_\_\_\_\_, 20221at a meeting held in accordance with the Texas Open Meetings Act. This approval does not create an obligation upon Collin County for the construction and/or maintenance of any roads or other improvements shown of the Final Plat.

COLLIN COUNTY JUDGE, CHRIS HILL

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That C. Kent Adams dba Lone Star Partners, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as Tract 1RR & Lots B1—B5 of THE HILLS OF LONE STAR, PHASE 8B/HIGHLANDS, an addition to Collin County, Texas and does hereby dedicate to the public use forever, the streets, rights—of—way, and other public improvements shown thereon. C. Kent Adams dba Lone Star Partners does herein certify the following:

- 1. The streets and alleys, if any, are dedicated in fee simple for street and alley purposes.
- 2. All public improvements and dedications are free and clear of all debt, liens, and/or encumbrances.3. The easements and public use areas, as shown, and created by this plat, are dedicated, for the public use forever,
- for the purposes indicated on this plat.

  4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements.
- across the easements as shown, except that landscape improvements may be placed in landscape easements.

  5. Utility easements may be used for the mutual use and accommodation of the all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's use thereof.

6. The public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements.

7. The Public Utilities shall at all times have the full right of ingress and egress to or from their respective easement for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, reading meters and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

8. The owners of the lots adjacent to or upon which drainage easements are created by this plat or the homeowner's association will be responsible for the maintenance and or the reconstruction of the drainage improvements constructed in said easements for the purpose of assuring the flow of storm water to the degree required by the design and

original construction
9. Collin County will not be responsible for maintenance or repair of drainage improvements on private lots or adjacent

- 10. Collin County shall have the full right of ingress and egress to or from a drainage easement if necessary to maintain or repair the effect the drainage system in that easement is having on the use and maintenance of a roadway and the drainage systems of the roadway.
- 11. Roadways of the Subdivision are public roads and neither applicant or any future owner has the right to obstruct the Roadways by a fence, gate, or otherwise.
- 12. All modifications to this document shall be by means of plat and approved by Collin County.

12. All modifications to this document shall be by means of plat and approved by Collin Cour 13. This plat is subject to the Subdivision Regulations of Collin County, Texas.

WITNESS, my hand, this the 2nd day of February, 2022.

C. Kent Adams dba Lone Star Partners

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared C. Kent Adams 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 2nd day of February, 2022.

Notary Public for the State of Texas

JUSTIN SCOTT AMMERMAN Notary ID #132629039 My Commission Expires August 18, 2024

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.

Owner: C. Kent Adams

dba Lone Star Partners

2160 Lone Star Rd.

Celina, Texas 75009

(0) 214-532-4114

(F) 972-382-3999

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of February, 2022.

Notary Public for the State of Texas

JUSTIN SCOTT AMMERMAN
Notary ID #132629039
My Commission Expires
August 18, 2024

Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/14/2022 02:35:26 PM
\$41.00 DKITZMILLER
20220214010000550

Filed and Recorded

Surveyor: Roome Land Surveying

2000 Ave G, Suite 810

Attn: Fred Bemenderfer

email: fredb@roomeinc.com

Plano, Tx 75074

(972) 423-4372

Spaceflens

Engineer:

Kimley-Horn

260 East Davis Street, Suite 100

McKinney, Texas 75069

Contact: Eric T. Jeske, P.E.

(D) 469-301-2582

(M) 817-205-2064

Final Plat

# Tract 1RR & Lots B1-B5 The Hills of Lone Star, Phase 8B/Highlands 126.392 Gross Acres

being all of Tract IR of the Replat of Tract IR & Lots 16 & 17,

The Hills of Lone Star, Phase 8/Highlands,
as recorded in Volume 2021, Page 381-382 of the Collin County Map Records

Thomas Allen Survey, Abstract No.13

Jesse Adamson Survey, Abstract No. 9

John D. Douglas Survey, Abstract No. 263

Collin County, Texas

April 2021

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