

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 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 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 Mustang 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.
2. Driveway connections must meet Collin County specifications.
3. 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 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 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

- 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/streams/ponds, etc. (Per State regulations). No variances will be granted for setbacks or for OSSF reduction.
- o There is a 20' common area/water/electrical easement along the road-adjacent property lines to which OSSF setbacks apply.
- o There is a variable-width common area easement in the northwestern corner of the lot to which OSSF setbacks apply.
- There are no easements other than those noted above.
- There was an existing structure and a single existing, associated OSSF on lot at the time of approval.
- o The existing OSSF for the lot is an alternative system that is suitable for the site and existing structure. Any changes to the existing structure(s) or to the existing OSSF must be reviewed by CCDS prior to construction for compliance with OSSF regulations.
- o The RS as-builts submitted with the plat shows all OSSF components for the lot to be completely within the boundaries of the lot. If any of the OSSF components are actually over the any of the lot lines and continue onto another parcel, the entire system must be repaired or replaced with an approved alternative system (after review and permitting through CCDS).
- Tree removal and/or grading for OSSF may be required on the lot.
- There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
- 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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That C. Kent Adams dba Lone Star Partners, declarant, and Enrique D. Rigsby and Janet S. Rigsby, owners, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as Lot 1/2R The Hills of Lone Star, Phase 6/East Fork South, 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, declarant, Enrique D. Rigsby and Janet S. Rigsby 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.

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 and 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 thereto.

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.

13. This plat is subject to the Subdivision Regulations of Collin County, Texas.

WITNESS, my hand, this ____ day of _____, 2024.

C. Kent Adams dba Lone Star Partners (Declarant) Janet S. Rigsby (Owner)

Enrique D. Rigsby (Owner)

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 _____, 2024.

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 Janet S. Rigsby, 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 _____, 2024.
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 Enrique D. Rigsby, 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 _____, 2024.
Notary Public for the
State of Texas

OWNER'S CERTIFICATION AND DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Enrique D. Rigsby and Janet S. Rigsby are the owners of two tracts of land situated in the State of Texas, County of Collin, being part of the James Hefflefinger Survey, Abstract No. 366, being all of Lot CA-2R and Lot 1/2 of The Hills of Lone Star Phase 6/East Fork South as recorded in Volume 2017, Page 467 of the Collin County Map Records, 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 (50' Right-of-Way), marking the northeast corner of Lot 32/36RR of the Hills of Lone Star as recorded in Volume 2018, Page 435 of the Collin County Map Records, the northwest corner of Lot CA-2R and the herein described premises;

THENCE with the south right-of-way line of River Park Road and the north line of Lot CA-2R as follows: southeasterly along a curve to the left having a central angle of 15'34'47", for an arc distance of 156.35 feet, with a radius of 575.00 feet (chord = South 89'30'23" East, 155.87 feet) to a Roome capped iron rod found marking a compound curve; southeasterly along said curve to the left having a central angle of 00'30'33", for an arc distance of 6.23 feet, with a radius of 701.00 feet (chord = North 82'23'38" East, 6.23 feet) to a Roome capped iron rod found marking a compound curve; northeasterly along said curve to the left having a central angle of 20'14'28", for an arc distance of 44.16 feet, with a radius of 125.00 feet (chord = North 71'57'59" East, 43.93 feet) to a 1/2" iron rod found marking a compound curve; northeasterly along said curve to the left having a central angle of 14'04'20", for an arc distance of 325.43 feet, with a radius of 1,325.00 feet (chord = North 54'48'27" East, 324.61 feet) to a Roome capped iron rod found marking a reverse curve; southeasterly along said curve to the right having a central angle of 88'26'34", for an arc distance of 11.58 feet, with a radius of 7.50 feet (chord = South 81'26'14" East, 10.46 feet) to a Roome capped iron rod found in the west right-of-way line of Riverbend (50' Right-of-Way), same being the east line of Lot CA-2R and said premises;

THENCE with the west right-of-way line of Riverbend, the east line of Lot CA-2R and the east line of Lot 1/2 as follows: southeasterly along a curve to the right having a central angle of 34'44'31", for an arc distance of 136.52 feet, with a radius of 225.14 feet (chord = South 20'09'56" East, 134.43 feet) to a Roome capped iron rod found marking the end of said curve; South 02'47'25" East, 244.48 feet to a Roome capped iron rod found marking the beginning of a curve to the right; southwesterly along said curve to the right having a central angle of 20'51'42", for an arc distance of 263.98 feet, with a radius of 725.00 feet (chord = South 07'38'26" West, 262.52 feet) to a Roome capped iron rod found marking a reverse curve; southeasterly along a curve to the left having a central angle of 54'44'56", for an arc distance of 167.22 feet, with a radius of 175.00 feet (chord = South 09'18'10" East, 160.93 feet) to a point marking a reverse curve; southwesterly along said curve to the right having a central angle of 95'03'35", for an arc distance of 12.44 feet, with a radius of 7.50 feet (chord = South 10'51'09" West, 11.06 feet) to a point in the north right-of-way line of Haley Hollow Lane (Variable Width Right-of-Way), same being the south line of Lot 1/2 and said premises;

THENCE with the north right-of-way line of Haley Hollow Lane and the south line of Lot 1/2 as follows: southwesterly along a curve to the right having a central angle of 31'26'06", for an arc distance of 68.58 feet, with a radius of 125.00 feet (chord = South 74'06'00" West, 67.72 feet) to a point marking a compound curve; northwesterly along said curve to the right having a central angle of 05'31'38", for an arc distance of 94.06 feet, with a radius of 975.00 feet (chord = North 87'25'08" West, 94.02 feet) to a point marking a compound curve; northwesterly along said curve to the right having a central angle of 37'04'59", for an arc distance of 88.99 feet, with a radius of 137.50 feet (chord = North 66'06'49" West, 87.45 feet) to a point marking a reverse curve; northwesterly along said curve to the left having a central angle of 35'27'45", for an arc distance of 35.59 feet, with a radius of 57.50 feet (chord = North 65'18'12" West, 35.02 feet) to a point marking the end of said curve and the northeast corner of Lot CA-1 of The Hills of Lone Star Phase 10/Haley Cove as recorded in Volume 2020, Page 278 of the Collin County Map Records; North 83'36'38" West, 296.17 feet to a point in the east line of the aforementioned Lot 32/36RR, marking the northwest corner of Lot CA-1 of said Phase 10/Haley Cove, the southwest corner of Lot 1/2 and said premises;

THENCE with the east line of Lot 32/36RR, the west line of Lot 1/2 and the west line of Lot CA-2R, North 04'07'37" East, 534.35 feet to the place of beginning and containing 8.009 acres of land.

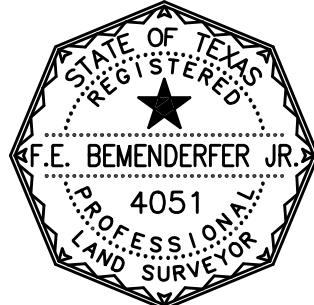
SURVEYOR'S CERTIFICATE

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 _____, 2024.

Notary Public for the
State of Texas

Replat
Lot 1/2R
The Hills of Lone Star,
Phase 6/East Fork South
8.009 Gross Acres
being Lots 1/2 & CA-2R of
The Hills of Lone Star Phase 6/East Fork South
Recorded in Vol. 2017, Pg. 467, of the C.C.M.R.
James Hefflefinger Survey, Abstract No. 366
John L. White Survey, Abstract No. 1014
Collin County, Texas
October 2024

Sheet 2 of 2
Revised: Nov. 13, 2024
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Engineer:
Kimley-Horn
260 East Davis Street, Suite 100
McKinney, Texas 75069
(714) 469-301-2582
(972) 917-205-2064
Contact: Eric T. Jeske, P.E.

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

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

Owner: Enrique D. Rigsby &
Janet S. Rigsby
2247 Riverbend Road
Celina, Texas 75009
Attn: Janet Rigsby
janetr1998@gmail.com

COLLIN COUNTY JUDGE, CHRIS HILL

I hereby certify that the attached and foregoing Replat of "Lot 1/2R The Hills of Lone Star, Phase 6/East Fork South" to Collin County, Texas was approved by the vote of the Collin County Commissioners Court on the ____ day of _____, 20____ at 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 Replat.