

SURVEYOR'S CERTIFICATE

Notary Public, State of Texas

Known All Men By These Presents:

Dated this	day of	, 20	
NOT	ELIMINARY TO BE RECORDED ANY PURPOSE		
Thomas A. McInty Registered Profes	re sional Land Surveyor No. 6921		
STATE OF TEXA	S §		
COUNTY OF	§		
Thomas A. McInty and acknowledged	undersigned, a Notary Public in and for Three known to me to be the person and office to me that he/she executed the same for rein stated.	er whose name is subscribed	to the foregoing instru
in the capacity the			

That I, Thomas A. McIntyre do hereby certify that I prepared this plat and the field notes made a part thereof from an

OWNER'S CERTIFICATE

STATE OF TEXAS

COUNTY OF COLLIN

WHEREAS, **PROSPER SE FIRST AND COIT LLC**, are the owners of a tract or parcel of land situated in the James Stone Survey, Abstract Number 847, Collin County, Texas and being all of a 16.41 acre tract conveyed to them by Eunomia Prosper, LLC and being more particularly described as follows:

Being all that certain tract of land described as "Tract 1" in the Special Warranty Deed with Vendors Lien to Propser SE First and Coit LLC recorded in Instrument Number 20220418000612720 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with cap stamped "TPS 100834-00", hereinafter referred to as "w/cap" set at the beginning of a corner clip for the intersection of the east Right-of-Way (R.O.W.) line of Coit Road, a variable width R.O.W., called 0.7038-acres in R.O.W. Deed to the Town of Prosper, Texas recorded in Instrument Number 20111117001247370 O.P.R.C.C.T. and E. First Street, a variable width R.O.W, and being the northwest corner of said Tract 1;

THENCE North 44 Degrees 15 Minutes 07 Seconds East, a distance of 35.28 feet, with said corner clip, the common line of said 0.7038-acre R.O.W. Dedication and said Tract 1 to a 1/2-inch iron w/cap set at the end of said corner clip of the 0.7038-acre R.O.W. dedication and being a northerly corner of said Tract 1;

THENCE with the south line of said E. First Street, said 0.7038-acre R.O.W Dedication and the north line of said Tract 1 the following bearings and distances:

North 89 Degrees 22 Minutes 14 Seconds East, a distance of 125.00 feet, to a 1/2-inch iron w/cap set;

North 85 Degrees 33 Minutes 24 Seconds East, a distance of 150.33 feet, to a 1/2-inch iron w/cap set;

North 89 Degrees 22 Minutes 14 Seconds East, a distance of 612.51 feet, to a 1/2-inch iron w/cap set in the said south line of E. First Street, being the southeast corner of said 0.7038-acre R.O.W. Dedication, the northeast corner of said Tract 1, and being in the west line of the remainder of a called 217.822-acre tract of land described in Special Warranty Deed to 218 Prosper, L.P. recorded in Instrument Number 20061218001779160 O.P.R.C.C.T.;

THENCE South 00 Degrees 36 Minutes 42 Seconds East, a distance of 782.30 feet, departing the said south R.O.W. line of E. First Street, with the common line of said Tract 1 and said 218 Prosper Tract to a 5/8-inch iron rod found for the common southeast corner of said Tract 1 and said 218 Prosper tract, being in the north line of Lot 1, Block A of The Lakewood Preserve, an addition to the Town of Prosper according to the map or plat thereof recorded in Volume 2017, Page 482 O.P.R.C.C.T.;

THENCE South 89 Degrees 23 Minutes 53 Seconds West, a distance of 919.07 feet, with the common line of said Tract 1 and said Lot 1, Block A to a 1/2-inch capped iron rod stamped "Corwin" found in the east R.O.W. line of said Coit Road, being the common southwest corner of said Tract 1, the northwest corner of said Lot 1, Block A, the southeast corner of said 0.7038-acre R.O.W. Dedication and the northeast corner of that certain R.O.W Dedication to the Town of Prosper, Texas described in R.O.W. Special Warranty Deed recorded in Instrument Number 20110407000363170 O.P.R.C.C.T.;

THENCE with the said east R.O.W. of Coit Road, the common east line of said 0.7038-acre R.O.W. Dedication and the west line of said Tract 1 the following bearings and distance:

North 00 Degrees 52 Minutes 00 Seconds West, a distance of 421.83 feet, to a 5/8-inch iron w/cap set;

North 02 Degrees 56 Minutes 50 Seconds East, a distance of 150.33 feet, to a 5/8-inch iron w/cap set;

North 00 Degrees 52 Minutes 00 Seconds West, a distance of 175.00 feet, to the POINT OF BEGINNING and containing a computed area of 16.41-acres of land within this Field Note Description.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT **PROSPER SE FIRST AND COIT LLC** acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designated the herein above described property as **AAVASA BY ANVITA**, an addition to the Town of Prosper. The streets and alleys shown on this plat as access easements are for the use and benefit or the owner of the property of this subdivision, their leases, invitees, and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following:

- The street and alleys are private streets and alleys and are dedicated to the Town of Prosper as Access, Utility, and Drainage Easements.
 The Town has no responsibility or liability to make any repairs to such streets and alleys as long as they are private streets and alleys, except repairs made necessary by reason of installation, repair, or replacement of municipal utilities located therein or in the utility easements adjacent thereto.
- 2. So long as such streets and alleys are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowner's association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.
- 3. Neither the property owners within this subdivision, nor the Association, nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys to the Town unless and until the Town has inspected such streets and alleys and determined that, at the time in question, they meet the Town's standards. If the Town desires to accept a dedication of said streets and alleys, the Association, its successors or assigns, or the owners of the lots in the subdivision will may, at the owners' or the Association's expense, all repairs required by the Town to the private streets and alleys to the Town. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- 4. These easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leases, invitees, and licensees use forever, for the purpose indicated on this plat.
- 5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the Town, any property owner in the subdivision, and/or the Association.
- 6. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successor and assigns, the Association, its successors and assigns and all parties claiming by, through and under them. In the event a replat is requested on all of part of this property, the Town may require any similar or additional restrictions and covenants in it's sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the Town as public streets and alleys. In addition, all modifications to this document shall be by means of plat and approved by the Town of Prosper.
- 7. If the owner of the property in this subdivision should open the private streets to the public, such use shall be considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same by The Town.
- 8. The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all Town employees and contractors acting on behalf of the Town and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection, and health vehicles. In addition, Utility Easements may also be used for the mutual use and accommodation of 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 Town's use thereof. The Town of Prosper and public utilities shall, at all time, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding or removing all or parts of their respective systems without the necessity of procuring permission from anyone.
- 9. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the Town allowing the owners to maintain and control access to the private streets shown hereon, and that the Town is benefited by having the value of the property enhanced for ad valorem tax purposes and not being under any covenants, the benefits shall constitute sufficient and valid consideration.
- 10. The owners of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impede the natural flow of water across the property affected by such drainage easement (such as swimming pools and open fences) and (b) are built in accordance with and pursuant to a building permit issued by the Town. In no event shall **PROSPER SE FIRST AND COIT LLC**, the Town, the Association or any of their successors or assigns have any liability for any improvements built in any drainage or utility easement. Each lot owner shall build in such area at his or her own risk and shall indemnify **PROSPER SE FIRST AND COIT LLC**, the Town, the Association and their successors and assigns against any and all losses, damages and liability arising out of or associated with the construction of improvements on such owner's lot in any drainage or utility easement.
- 11. 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 landscaping improvements may be placed in Landscape Easements, if approved by the Town. Landscaping may be placed in/or near other easements with Town approval. The Town and public utility entities 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. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easement caused by maintenance or repair.
- 12. Invalidation or any word, phrase, sentence, paragraph, covenant, or restriction by court judgement or otherwise, shall not affect the validity of the other covenants or restrictions contained herein.

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person of the general public for ingress and egress to other real property, and for the purpose of general public vehicular use and access, and for the Fire Department, Police, and emergency use in along, upon, and across said premises, with the right and privilege at all time of the Town of Prosper, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon, and across said premises.

LANDSCAPE EASEMENT

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a Replat is requested on all or part of this property, the Town may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any 'homeowners' association hereafter established for the owners of lots in this subdivision and/or the owner of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and other elements unless otherwise approved on the plat.

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block B, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement, The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstructions to the natural flow or storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the Town Engineer.

Provided, however, it is understood that in the event it becomes necessary for the Town to erect of consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The Town shall not be held liable for any such damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

day of	,20		
/lohan Kilaru	President/Managing Member		
TATE OF TEXAS §			
OUNTY OF COLLIN §			
EFORE ME , the undersigned, a Notary F	Public in and for The State of Texas on this day	personally appeared	
	whose name is subscribed to the foregoing instr		/she execute
•	ions therein expressed and in the capacity there	ın stated.	

by the Planning & Zoning Commission of the Town of Prosper, Texas.	_ day of ,	20
Town Secret	ary	

OFFICIOATE OF APPROVAL A

____ Development Services Department

Engineering Department

PRELIMINARY PLAT

AAVASA BY ANVITA

25 SINGLE FAMILY LOTS

3 OPEN SPACE LOTS

4 COMMON AREA LOTS

1 PRIVATE STREET LOT

BLOCK A: LOTS 1-4, HOA LOT 1X

BLOCK B: LOTS 1-5, HOA LOTS 1X AND 2X

BLOCK C: LOTS 1-8, HOA LOTS 1X AND 2X

BLOCK D: LOTS 1-8, HOA LOTS 1X AND 2X

BLOCK E: PRIVATE STREET LOT 1X

CASE NO. DEVAPP-25-0002

ZONING: SF-15
BEING 16.41 ACRES OF LAND SITUATED IN THE
JAMES STONE SURVEY, ABSTRACT NO. 847
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PREPARED: AUGUST 13, 2025



TBPE FIRM REG. #19101