

NAVARRO COUNTY OFFICE OF PLANNING AND DEVELOPMENT

Stanley Young - Director
syoung@navarrocounty.org
601 N 13th St Suite 1
Corsicana, Texas 75110
903-875-3312 ph.
903-875-3314 fax

SUBDIVISION APPLICATION FORM

Please type or print information.

This form shall be completed by the applicant and submitted to the Navarro County Office of Planning and Development along with the required number of copies of the plat, review fee and all other required information prior to submittal to Commissioners Court.

Type of Plat Submittal: Preliminary X Final Replat/Amendment

Proposed name of subdivision: Wolf Ranch 2

Acreage of subdivision: 87.77 Acres Number of proposed lots: 25

Name of Owner: Roy Veldman

Address: 310 N. 12th St., Corsicana, TX 75110

Phone number: 903-875-0050 Email: Wrenda@veldmanland.com

Surveyor: Eric Sanford

Address P.O. Box 1212, Corsicana TX 75151

Phone number: 903-872-3202 Fax Number:

Email: ericosamfordrpls@gmail.com

Physical location of property: east side of Fm 3383, north of NW CR 0010

Legal Description of property: Part of the J. Steiner Survey Abstract No. 789 + Part of the M. Brennan Survey Abstract No. 74.

Intended use of lots (check all that apply): Residential (single family) Residential (multi-family) Commercial/Industrial Other (please describe)

Property located within city ETJ? Yes No If yes, name if city:

I understand that the approval of the final plat shall expire unless the plat is recorded in the office of the County Clerk within a period of 60 days after the date of final approval.

Signature of Owner: [Handwritten Signature]

Date: 1/18/2022

In lieu of representing this request myself as owner of the property, I hereby authorize the person designated below to act in the capacity as my agent for the application, processing, representation and/or presentation of this request.

Signature of Owner: Date:

Signature of Authorized Representative: Date:

WOLF RANCH 2

DECLARATION OF COVENANTS AND RESTRICTIONS AND/OR DEED RESTRICTIONS

Declarations and Restrictions for Wolf Ranch 2; a Division of 87.77 acres of land, part of the J. Steiner Survey Abstract No. 789 and part of the M. Brennan Survey Abstract No. 74, Navarro County, Texas.

The following Covenants and Restrictions are in place to ensure quality of life and peaceful surroundings with a guarantee that all tracts of land are equally protected in the future.

1. The Property shall have one single-family dwelling. One storage building or barn is permitted. **Storage containers are not permitted at any time.**
2. Lots may not be subdivided.
3. All exterior construction, including barns and outbuildings, must be completed within 180 calendar days of the date construction commences. All homes must be built on a concrete slab foundation. The interior of all homes and/or building must be completed within 12 months of the date construction commences. Any metal used for construction of a barn must contain baked-on exterior enamel paint. Any barn or building built prior to a home being constructed upon the property shall have a minimum of 1,000 square feet.
4. No manufactured (mobile) homes or industrialized (modular) housing are allowed on any Property. Any mobile or modular housing will be removed from the Property by the Developer at the owner's expense. A fine or lien shall be placed on said Property until paid.
5. All construction and improvements on the Property must be pre-approved by the developer in writing and must be performed by a registered licensed builder. The builder must present:
 - 1) A current portfolio of projects;
 - 2) A set of blueprints for approval, with a copy to be filed at Developer's office; and
 - 3) A track record of completed projects of similar scale and detail.
6. No residential dwelling shall contain less than 1,500 square feet of floor space and minimum two-car garage. "Square footage of floor space" excludes porches and open or closed carports or garages. Such square footage is that amount of area contained in the air-conditioned living space only. All homes shall have a minimum exterior of no less than 75% brick or stone. **Metal homes or "barndominiums" are not permitted.**

7. All barns must be constructed of wood or baked enamel metal.
8. No recreational vehicle (RV) or travel trailers shall be permitted on any Property for more than three (3) days in a one (1) week period, before or during home construction. Once the home is fully completed, RVs and travel trailers shall be permitted, but must be kept out of sight from any road or public right-of-way.
9. No homes or buildings shall be constructed in a flood plain.
10. No building or structures shall be placed on any easements.
11. All building and structures on the Property must be set back at least 200 ft. from any road or public right-of-way.
12. Property owner must obtain a private sewage facility license from the Navarro County Environmental Services Department upon construction of a residential dwelling.
13. No building construction shall be allowed on the tract of land until a building permit is issued by Navarro County. A copy of said building permit must be delivered to Developer prior to the commencement of such construction.
14. All culverts on the Property must be installed according to Texas Department of Transportation (TXDOT) regulations. A permit for the construction of such culverts must be obtained from Texas Department of Transportation (TXDOT), with a copy delivered to Developer prior to the commencement of construction.
15. All driveways on the Property must be constructed of gravel, asphalt, or concrete.
16. All personal items and equipment such as mowers, tools, bicycles, boats, toys, etc.; shall be stored inside a building, or completely enclosed behind a sight-proof fence.
17. Fences must be constructed of wood, metal, other industry standard, or ranch fencing material. Sheet metal fences shall not be permitted.
18. No signs of any type shall be allowed on the Property, except the standard 3' x 2' real estate sign if a home is for sale.
19. **Home sites are for residential purposes only. No commercial business activity is allowed.** Trucks in excess of 10,000 GVW (Gross Vehicle Weight) shall not be permitted on the property except those used by a builder or contractor during the construction process or for repair of improvements.

20. No debris or inoperative equipment may be located on the Property. All vehicles must have a current and valid registration and current inspection sticker. No abandoned, wrecked or junk motor vehicles may be located on the Property. All lots should be kept neat.
21. The Property shall not be used at any time as a dumping ground for rubbish, trash, garbage, or any form of waste; including, but not limited to hazardous wastes, toxic wastes, chemical wastes, or industrial byproducts.
22. All Property owners must subscribe to a trash service. No burning of trash is permitted at any time.
23. Land owners have the right to quiet enjoyment of their Property.
24. Livestock and poultry shall be permitted as specified; One large animal per 2 acres; no more than 12 fowl (chickens, ducks, geese, etc.); and no more than two sheep or goats per acre.
25. The road in Wolf Ranch 2 is initially designated as a private road. This road is the perpetual responsibility and liability of the owners in Wolf Ranch 2. A fund has been established for the maintenance and upkeep of the road. The initial cost will be \$20 per month, and will be included in the owner's monthly payments to be placed in escrow to the developer. This cost can and will increase with the cost of labor and materials necessary to maintain the road. Any assessments not paid will result in a lien being placed on the violating property. This fund will be maintained for a period not to exceed 10 years by the developer. At the sole discretion of the developer, the fund and maintenance responsibility will revert to the owners. The developer cannot and shall not be responsible for any and all liabilities arising from said private road. If and when the county accepts said road, then it will revert from a private to a county-maintained road. At that time, funds will no longer be collected for road maintenance from landowners.
26. Properties in Wolf Ranch 2 are accessible only by the privately owned subdivision road. Access from FM 3383 is prohibited.
27. No mining or removal of soil.
28. The length of grass around the home (considered the yard/lawn), shall be kept at a height of no greater than 6 inches. The grass in the pasture area shall not exceed 24 inches.

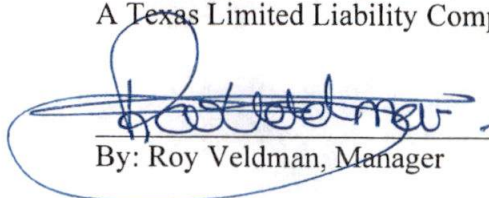
29. VIOLATIONS: Any violation that is not corrected within thirty (30) days of notification will be assessed a fine of \$20.00 per day until the violation is corrected. In the event the Land owner has financed the Property with the Developer, any payments will be applied first to the fee for violations before being applied to any principal or interest. Any repeated violations shall be assessed an immediate fine of \$20.00 per day until corrected without the application of any grace period. If the lien is not with the Developer, any unpaid fines will cause a lien to be placed upon the owner's property by Developer. If the Violation has not been corrected within 30 days after the initiation of the enforcement of fines has been established, the fine will then double every 30 days until the violation has been corrected, or from \$20 per day to \$40, from \$40 to \$80, etc.
30. Land owner agrees that reasonable legal fees incurred in the process of enforcement of deed restrictions and/or collection of fines will be reimbursed to the developer by the offending land owner.
31. AMENDMENT: Landlord/Developer shall have the sole and absolute authority to modify, amend or add to these Restrictions at any time for the benefit of the land and owners, as determined by the Landlord/Developer.
32. VARIANCES: Landlord/Developer can elect to grant or deny a variance from these Restrictions in its sole and absolute discretion.

The term of these covenants, conditions, and restrictions are to run with the land and are to be binding on all persons in title to the tract, in whole or part, for a period of twenty (20) years from the date of this deed, after which time they shall be renewed automatically for successive periods of ten (10) years unless changed by agreement of 80% of property owners in the Subdivision of which the Property is a part with one vote per tract. The developer is exempt from all restrictions during development and sales period.

ACKNOWLEDGEMENT

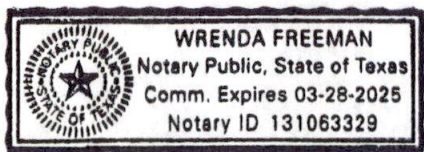
Executed effective as of the 18th day of January, 2022.

Mashonaland Holdings, Ltd.,
A Texas Limited Liability Company,


By: Roy Veldman, Manager

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on the 18th day of January, 2022, by Roy Veldman, the Manager of Agricola, L.L.C., a Texas limited liability company, the general partner of Mashonaland Holdings Ltd., a Texas limited partnership, on behalf of such limited liability company and limited partnership.




Notary Public, State of Texas

[Seal]
Printed Name of Notary and
Commission Expiration Date:

Wrenda Freeman
3-28-2025

Mashonaland Holdings, Ltd.
310 N. 12th Street
Corsicana, TX 75110