

Precinct 3

NAVARRO COUNTY OFFICE OF PLANNING AND DEVELOPMENT

Stanley Young - Director
syong@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 Final Replat/Amendment

Proposed name of subdivision: Shelton Addition.

Acreage of subdivision: 32.182. Number of proposed lots: 15.

Name of Owner: NDV LAND COMPANY LP.

Address: P O Box 325 Corsicana TX 75151

Phone number: 903 641 6387 Email: ndv@me.com.

Surveyor: Shallow creek.

Address: P O Box 1212 Corsicana TX 75151

Phone number: 903 872 3002. Fax Number:

Email:

Physical location of property: SWCR 2410 Wortham TX

Legal Description of property: W. Shelton Survey Abstract No 900, 32.182 ac

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

Date: 5/11/2008

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:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF COVENANTS, CONDITIONS AND DEED RESTRICTIONS FOR SHELTON ADDITION

To be recorded, the Developer for the property described herein, SHELTON ADDITION, the plat to be approved of the subdivision to be recorded, Plat Records of Navarro County, Texas.

The Developer of the property described herein publishes this Declaration to be recorded in the Navarro County Real Property Records to affect the Boren Addition Subdivision ("the Property") for the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the Property.

The Developer hereby declares that all of the Property and each part thereof shall be held, sold, and conveyed only subject to the following easements, authority, covenants, conditions, and restrictions, all of which shall constitute covenants running with the land and shall be binding on all parties now or hereinafter having any right, title, or interest in the Property or any part thereof, and on their heirs, successors and assigns, and shall likewise inure to the benefit of each owner thereof. These restrictions are perpetual in nature.

Each property is bound by the following conditions:

1. Lots must be for residential use only, no commercial activities or signage which invites public is allowed except real estate sales and signs.
2. Only one residential dwelling per Lot, with a minimum of 1200 square feet of living space contained with the dwelling.
3. Permits from the property governmental jurisdiction must be obtained before any construction may begin.
4. Site Built homes must have approval of the Developer before construction commences, and Developer reserves right to refuse construction from any Builder. Construction on any exterior must be completed within 6 months from commencement.
5. No mobile homes only are allowed to be installed on the property. The Developer has the right to enforce violations at the rate of \$100 per day for any such infractions.
6. Each lot shall have a building setback of 40 feet from the front of lot and 30 feet from each side and the rear of the lot.
7. Each lot shall have a utility easement setback of 40 feet along the front of each lot and 30 feet along sides and rear perimeter of each property, and no buildings, fencing or shrubbery shall be within said utility easement.
8. Driveways must be gravel, asphalt or concrete construction.
9. Owners may not leave vehicles parked on the streets for continuous periods of more than one day. The Developer has the right to have any vehicle towed at owners expense for any such infractions.
10. No vehicles with a gross weight exceeding 26,000 lbs. allowed in subdivision, unless for construction purposes.
11. No recreational vehicles/campers, garage, barn, outbuilding or tents are allowed to be used as dwellings

in the subdivision. The Developer has the right to enforce violations at the rate of \$100 per day for any such infractions.

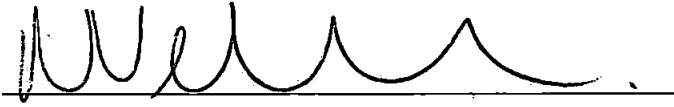
12. No burning refuse within the subdivision. All owners are expected to subscribe to a trash service to discard their refuse.
13. All roofs must be kept in good repair. No tires, concrete blocks or any other unsightly items may be used for roofing materials or placed on the roof of any building within the subdivision.
14. No noxious, illegal or offensive trade or activity shall be allowed on the Property.
15. No junk cars, unregistered vehicles, vehicles being repaired and stored on blocks or broken appliances shall be stored in sight on any of the property. The Developer has the right to enforce violations at the rate of \$500 per day for any such infractions and said items will be moved at Owner's expense with the cost being assessed to the Owner.
16. Animals: Owners may not have more than 4 domestic pets collared, leashed or fenced. No more than 2 sheep/goats per acre, and no more than 1 large animal per 2.5 acres. No swine allowed. Chickens only for domestic purposes, but no roosters or game hens allowed. Developer reserves the right to fine Owner up to \$500 per day for any infractions of said restriction.
17. Private sewage systems must be properly permitted by Navarro County, and they must be installed by a licensed contractor routinely performing such work.
18. Each Owner will be required to install a culvert for their driveway that meets County approval and/or Developer approval.
19. Fencing must be approved by the Developer, and it shall not include any type of sheet metal or similar material.
20. Grass must be maintained on the property at all times, and if the height exceeds 18 inches, Developer reserves the right to remove at Owner's expense.
21. Roadways: Within the development, the roadways shall be private roads. Each property owner shall contribute the amount of \$15 per month towards maintenance of said roadways with the Developer having exclusive rights to make reasonable increases to properly maintain roadway. In the event payment is not made for this, Developer shall have the right to file liens of record against property until such time as the fees have been paid.
22. Any violations of these Covenants shall be eligible for fines of enforcement of \$25 per day per violation, unless specifically specified above.

DISCLAIMER: Navarro County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said Owners agree to indemnify and hold harmless Navarro County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said Owners set forth in this Declaration.

NDV Land Co, LP, a Texas limited partnership

BY: Its General Partner,

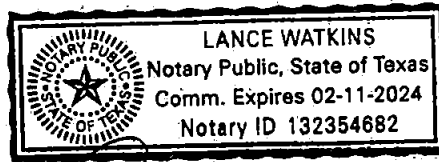
NDV Land Co GP, LLC, a Texas limited liability company



BY: Nick Veldman, Managing Member

STATE OF TEXAS)
COUNTY OF NAVARRO)

This instrument was acknowledged before me on the 18th day of May, 2022 by Nick Veldman as Managing Member of NDV Land Co GP, LLC, the general partner of NDV Land Co, L.P., on behalf of said entities.





Notary Public, State of Texas

#13

SHELTON ADDITION

A DIVISION OF 32.182 ACRES OF LAND
IN THE W. SHELTON SURVEY ABSTRACT NO. 900
NAVARRO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF NAVARRO. KNOW ALL MEN BY THESE PRESENTS
THAT, NOWLAND COMPANY, L.P. IS THE SOLE OWNER OF THE PROPERTY HEREBY SHOWN AS
THE SHELTON ADDITION AS SHOWN BY DEED RECORDED AS DOCUMENT NO. 2021-075172.
THEREFORE, BE IT KNOWN THAT THIS AGREEMENT, ADOPT THE PLAN DESIGNATED AS THE
FINAL PLAN OF SHELTON ADDITION, NAVARRO COUNTY, TEXAS AND DEDICATE TO THE PUBLIC
USE ANY STREETS, ALLEYS OR EASEMENTS SHOWN HEREIN.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE ____ DAY OF _____ 2022

NICK VELDMAN (MANAGING PARTNER)
COUNTY OF NAVARRO

STATE OF TEXAS
COUNTY OF NAVARRO
Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day
personally appeared, Nick Veldman, known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that they executed the same in the capacity
herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____ 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF NAVARRO

Certificate of Approval by the Commissioners Court of Navarre County Texas.

Approved this the ____ day of _____, 2022

County Judge _____

Commissioner #1 _____

Commissioner #2 _____

Commissioner #3 _____

Commissioner #4 _____

Commissioner #5 _____

STATE OF TEXAS
COUNTY OF NAVARRO

THAT I, COUNTY CLERK FOR THE COUNTY OF NAVARRO, DO HEREBY CERTIFY THAT THE
FOREGOING PLAN

WAS FILED IN MY OFFICE ON THIS THE ____ DAY OF _____ 2022.

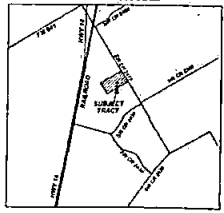
COUNTY CLERK _____

THIS PLATTED AREA MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS ESTABLISHED BY THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR ON-SITE SEWAGE DISPOSAL TO BE
LICENSED BY NAVARRO COUNTY, TEXAS

THIS THE ____ DAY OF _____ 2022.

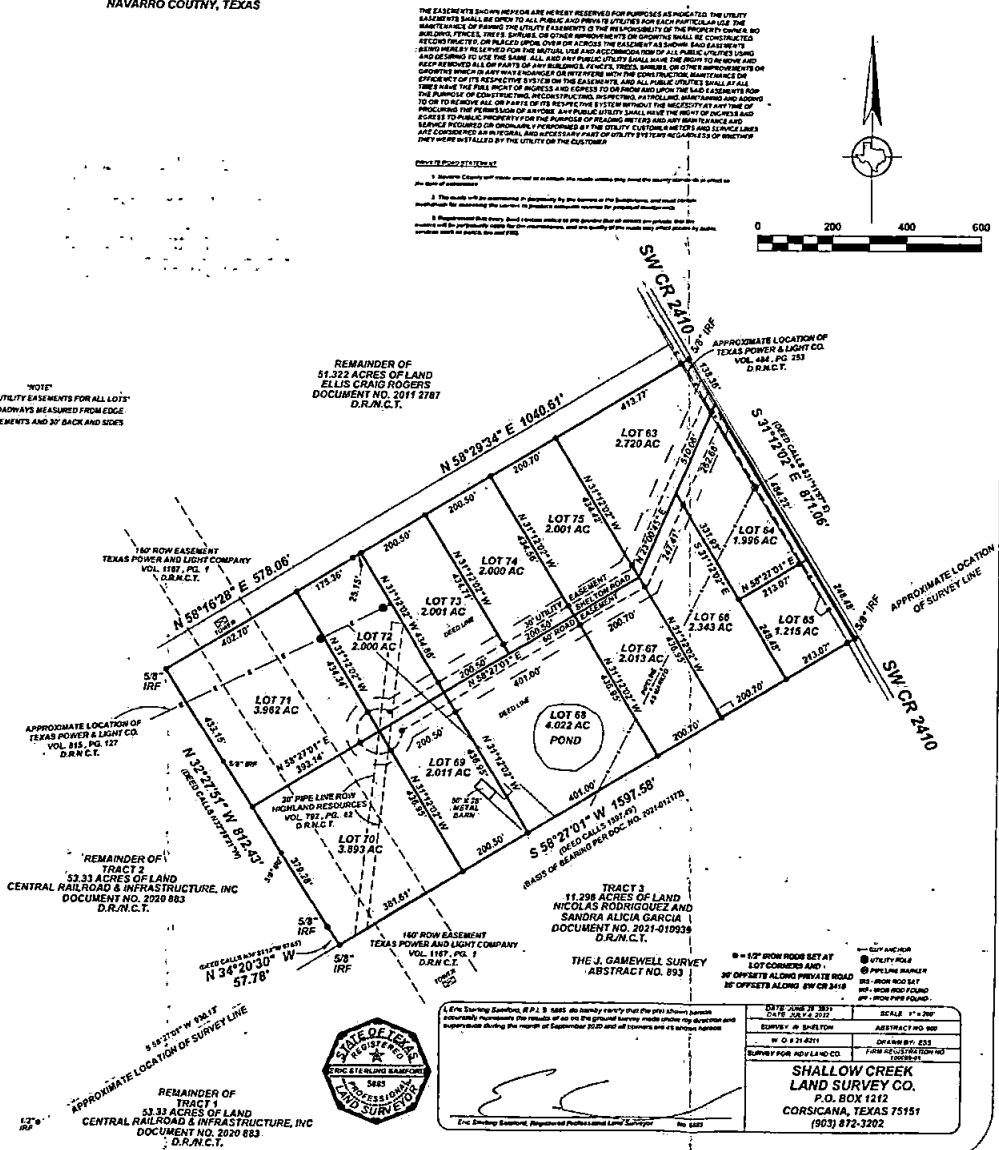
NAVARRO COUNTY AUTHORIZED REPRESENTATIVE
STANLEY YOUNG

LOCATION MAP NOT TO SCALE



NOTE
"SET BACKS UTILITY EASEMENTS FOR ALL LOTS"
AS BEING ROADWAYS MEASURED FROM EDGE
OF ROAD EASEMENTS AND 30' SACK AND SIDES

PRELIMINARY NOTES
NAVARRO COUNTY, TEXAS
THIS PLAN IS SUBJECT TO THE FOLLOWING NOTES:
1. ALL LOTS ARE TO BE PLATTED AND DEED RECORDED IN THE PUBLIC RECORDS OF NAVARRO COUNTY, TEXAS.
2. THE PLATTEE HEREBY REPRESENTS AND WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.
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THE EASEMENTS SHOWN HEREON ARE HEREBY RESERVED FOR PURPOSES AS INDICATED. THE UTILITY
EASEMENTS SHALL BE OPEN TO ALL PUBLIC UTILITIES FOR EACH PARTICULAR USE THE
PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE EASEMENTS AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO
MAINTAIN THE EASEMENTS IN GOOD ORDER AND REPAIR. THE UTILITY EASEMENTS SHALL BE CONSIDERED
AS PART OF THE REAL ESTATE AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ALL PUBLIC UTILITIES
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1. Navarre County shall not be liable for any damage or injury to any person or property
caused by the construction, installation, operation, maintenance, or repair of any utility
system or equipment located on the property shown on this plat.
2. The plat is subject to the terms and conditions of the plat of the land on which this plat
is based, and the plat is subject to the terms and conditions of the plat of the land on which
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DATE: 09/28/2022
TIME: 10:15 AM
BY: S. SHELTON
SURVEY FOR ADVANCED CO. FIRM REGISTRATION NO. 000001
SCALE: 1" = 200'
ABSTRACT NO. 900
DRAWN BY: ESS
NO. 21-0211
SHALLOW CREEK
LAND SURVEY CO.
P.O. BOX 1212
CORSICANA, TEXAS 75751
(903) 872-3202