

Precinct 1

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 Final Replat/Amendment

Proposed name of subdivision: Chandra Estates

Acreeage of subdivision: 210.4 Number of proposed lots: 158

Name of Owner: Singing Properties, GP, A Texas General Partnership.

Address: 50 West Mashta Drive Suite #1 Key Biscayne FL 33149

Phone number: 305 361 0740

Email: Suresh.Chainani@Landheadquarters.com
Ganesh.Chainani@Landheadquarters.com

Surveyor: Jeff Montanya, Blaze Surveying and Mapping, LLC

Address PO BOX 1910, Rowlett, TX 75030

Phone number: (214) -544-9239 Fax Number: N/A

Email: jeff@blazesurveying.com

Physical location of property: 6800 NE CR0120, Powell, TX

Legal Description of property: 210.4 Acres out of the S.Gibbs Survey, A-312 See attached Deed

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 [Signature]
By: Suresh chainani, President

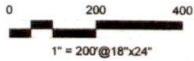
8/31/2023
Date

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: [Signature] Date: 8/31/2023
By: Suresh chainani, President

Signature of Authorized Representative: [Signature] Date: 09/05/2023





LEGEND

- SUBJECT BOUNDARY
- - - ADJOINER BOUNDARY
- APPROX. LOCATION FEMA FLOODPLAIN
- ABSTRACT LINE
- EASEMENT/PRIVATE DRIVE
- CORNER SET
- IRON ROD FOUND
- IRON PIPE FOUND
- ▨ APPROX. FLOODPLAIN ZONE-A
- P.O.B. POINT OF BEGINNING
- (C.M.) CONTROLLING MONUMENT
- V.P. VOLUME/PAGE
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- CBRS BLUE CAPPED IRON ROD STAMPED "BLAZE SURVEYING" SET
- CRF CAPPED IRON ROD FOUND
- CS COTTON SPINDLE SET
- (XXXXX) RECORD BEARING/DISTANCE
- CC# COUNTY CLERK FILE No.
- AC ACRES
- VRS VARAS
- OS OFFSET
- R# RADIUS

CURVE TABLE

| CURVE NO. | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD LENGTH |
|-----------|--------|--------|-------------|---------------|--------------|
| C1 | 20.00 | 17.91 | 051°19'04" | N32°53'28"E | 17.32 |
| C2 | 60.00 | 35.10 | 033°3'10"1" | S23°59'24"W | 34.60 |
| C3 | 60.00 | 166.63 | 159°07'07" | N59°41'32"W | 118.01 |
| C4 | 20.00 | 17.91 | 051°19'04" | N05°47'30"W | 17.32 |
| C5 | 20.00 | 17.91 | 051°19'04" | N57°06'34"W | 17.32 |
| C6 | 80.00 | 73.62 | 070°18'24" | N47°36'54"W | 69.09 |
| C7 | 60.00 | 55.94 | 053°24'51" | N14°14'43"E | 53.93 |
| C8 | 80.00 | 56.58 | 054°01'51" | N67°56'04"E | 54.51 |
| C9 | 80.00 | 15.59 | 014°53'02" | S77°34'29"E | 15.54 |
| C10 | 20.00 | 17.91 | 051°19'04" | N64°12'30"E | 17.32 |

BLAZE
SURVEYING AND MAPPING

BLAZE SURVEYING AND MAPPING

PO BOX 1910 ROWLETT, TX 75030
214-544-9239

Info@Blazesurveying.com
TBPELS FIRM NO. 10194735

BILLY WAYNE GRAVES
(CC#2022-004910)
DESCRIBED IN
(CC# V.1501, P.307)

LOT 14
(CC# V.78, P.549)

LOT 13
(CC# V.79, P.549)

LOT 27
(CC# V.79, P.549)

CALLED 204.35 AC.
SHEFFIELD PROPERTIES, INC
(CC#2023-006830)

N# 752,333.06'
E# 833,844.12'

N 59°17'28" E
293.45'

S 30°50'28" E
1,062.94'

N58°33'11"E 5,002.38'

S31°36'03"E
667.00'

S58°32'58"W 5,294.08'

CALLED 234 AC.
CLAUDE D. & LINDA S. SMITH
(CC# V.745, P.841)

**FINAL PLAT OF THE
CHANDA ESTATES ADDITION**

BEING LOTS 1-158
OUT OF A 210.6 ACRE TRACT
OUT OF THE S. GIBBS SURVEY
ABSTRACT NO. 312, NAVARRO COUNTY, TEXAS

DATE: 10/03/2023

PROJECT#:23029

PAGE 2 OF 3

OWNERS CERTIFICATION
STATE OF TEXAS §
COUNTY OF NAVARRO §

Whereas **SINGING PROPERTIES, GP** is the owner of a tract of land being situated in the Smith Gibbs Survey, Abstract No. 312, Navarro County, Texas, said tract being all of that certain 210-acre tract of land called Tract 2 in General Warranty Deed to Lonsome Quail, LTD recorded in Instrument Number 2022-010235 in the Deed Records of the Navarro County, Texas (DRNCT), same being all of that certain tract of land described in Special Warranty Deed with Vendors Lien to Singing Properties, GP recorded in Instrument Number 2023-008146 (DRNCT) and being more particularly described as follows:

BEGINNING at a Cotton Spindle set in a common line of said Gibbs Survey and the William Gilbert Survey, Abstract No. 326, being at the approximate centerline intersection of NE CR 0120 and NE CR 2040, both being 20-foot more or less wide gravel roads by apparent use and occupation (no records found), being the west corner of said Singing Properties tract, being in the southeast line of that called 62.35-acre tract of land described in Warranty Deed with Vendors Lien to Donald L. Stewart recorded in Instrument Number 2016-006161 (DRNCT), same being the southeast line of Lot 16 of the Upper and Lower Gilbert Surveys, an addition to the County of Navarro County, Texas according to the plat thereof recorded in Volume 76, Page 549 of the Plat Records of Navarro County, Texas (PRNCT);

THENCE North 58 Degrees 33 Minutes 11 Seconds East, along the said approximate centerline of NE CR 0120, with the said common line of the Gibbs and Gilbert Surveys, the northwest line of said Singing Properties tract, the said southeast line of the Stewart tract, Lots 16, 15, 14 and 13 of said Upper and Lower Gilbert plat, the southeast line of that remainder tract of land described in General Warranty Deed to Corsicana Properties, Inc recorded in Volume 1678 Page 0549 (DRNCT), that certain tract of land described in Warranty Deed to Huffman Navero Investments LLC recorded in Instrument Number 2016-08406 (DRNCT), that certain tract of land described in Warranty Deed with Vendors Lien to Billy W. and Audrey Graves recorded in Volume 1501, Page 0307 (DRNCT), passing at a distance of 132.41 feet an all corner of said Stewart tract and the south corner of said Corsicana Properties tract from which a 1/2-inch iron rod found for witness bears North 33 Degrees 57 Minutes 12 Seconds West, a distance of 12.85 feet, then passing at a distance of 342.59 feet the east corner of said Corsicana Properties tract and said Lot 16, being the south corner of said Lot 15 and said Huffman Navero tract, from which point a 1/2-inch iron rod found for witness bears North 30 Degrees 24 Minutes 35 Seconds West, a distance of 18.60 feet, continuing in all a total distance of 8,002.38 feet to a 10-inch wood fence post found for the east corner of said Graves tract, said Lot 13 and being an all corner of that called 204.35-acre tract of land described in General Warranty Deed to Sheffield Properties, INC recorded in Instrument Number 2023-006830 (DRNCT);

THENCE North 59 Degrees 17 Minutes 28 Seconds East, continuing with said common line of the Gibbs and Gilbert surveys, with the common line of said Singing Properties tract and Sheffield tracts, generally along a barb wire fence line, a distance of 293.45 feet to a 6-inch wood fence post found for the north corner of said Singing Properties tract and said Gibbs Survey, being an inner all corner of said Sheffield tract and being in the west line of the F. Russell Survey, Abstract No. 683.

THENCE South 30 Degrees 50 Minutes 28 Seconds East, with the common line of said Gibbs and Russell Survey, the common line of said Singing Properties and said Sheffield tracts, generally along a barb wire fence line, a distance of 1,062.94 feet to a 22-inch hackberry with a 3-inch wood post protruding from the trunk of the tree found for the south corner of said Sheffield tract and the west corner of Lot 8 of the Indian Hills Addition, an addition the County of Navarro, Texas according to the plat thereof recorded in Volume 06, Page 124 (PRNCT);

THENCE South 31 Degrees 36 Minutes 03 Seconds East, continuing with the said common line of the Gibbs and Russell surveys, with the common southwest line of said Lot 9 and said Singing Properties tract, a distance of 667.09 feet to a 1/2-inch iron rod with blue cap stamped "Blaze Surveying" set for the east corner of said Singing Properties tract, being the north corner of that certain tract of land described in Deed to Claude D. and Linda Sue Smith recorded in Volume 745, Page 941 (DRNCT);

THENCE South 58 Degrees 32 Minutes 58 Seconds West, departing the said common line of the Russell and Gibbs Surveys and the southwest line of said Lot 9, over and across said Gibbs Survey, with the northwest line of said Smith tract and that certain tract of land called Tract 1 in Warranty Deed to Estaban and Hugo Masconro recorded in Instrument Number 2021-001114 (DRNCT), a distance of 5,294.08 feet to a 5/8-inch iron rod found in a common line of said Gibbs and Gilbert Surveys, being the south corner of said Singing Properties tract, the west corner of said Masconro tract and being in said gravel road NE CR 2040;

THENCE North 31 Degrees 11 Minutes 31 Seconds West, along said gravel road NE CR 2040 and the said common line of the Gibbs and Gilbert Surveys, a distance of 1,734.00 feet to the POINT OF BEGINNING and containing 210.8 acres of land more or less, of which approximately 0.57 acres is within said gravel roads of NE CR 2040 and NE CR 0120.

PLATTING NOTES:

- Blocking the flow of water or construction improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- Navarro County will not be responsible for the maintenance and operation of said drainage ways for or the control of erosion.
- Navarro County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

PRIVATE DRIVE STATEMENT:


Navarro County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save 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 paragraph.

STATE OF TEXAS §
COUNTY OF NAVARRO KNOW ALL MEN BY THESE PRESENTS
 CERTIFICATE OF APPROVAL BY THE COMMISSIONERS COURT
 OF NAVARRO COUNTY, TEXAS APPROVED THIS _____ DAY OF _____, 2023.

County Judge _____
 Commissioner Precinct #1 _____ Commissioner Precinct #2 _____
 Commissioner Precinct #3 _____ Commissioner Precinct #4 _____

OWNERS DEDICATION STATEMENT:
 NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that **SINGING PROPERTIES, GP** (owners name) do hereby adopt this plat designating the herein described property as **CHANDA ESTATES ADDITION**, an Addition to the County of Navarro, Texas dedicate to the public all streets, highways, alleys, utility and drainage easements, if any to the use of the public forever.

Carol Fenwick 11-6-2023
 Owners Name/Authorized Signatory _____ Date: _____

STATE OF TEXAS
 County of NAVARRO, TX
 Sworn to and subscribed before me on the 10 day of NOVEMBER
 2023 by CAROL FENWICK (Name of Principal Signer).
 (Seal)
Cheryl Renee Martinez
 Notary Public Signature _____


STATE OF TEXAS §
COUNTY OF NAVARRO KNOW ALL MEN BY THESE PRESENTS:
 The Platted area meets or exceeds the minimum requirements established by the Texas Commission on Environmental Quality for On-Site Sewage Facilities, to be licensed by Navarro County Authorized Agent.
 Approved this the _____ day of _____, 2023

Designated Representative, Navarro County _____

STATE OF TEXAS §
COUNTY OF NAVARRO KNOW ALL MEN BY THESE PRESENTS
 That I, County Clerk for the County of Navarro, Texas do hereby certify that the foregoing plat was filed in my office on the _____ day of _____, 2023.

County Clerk _____

GENERAL NOTES

- The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), NAD83 (2011) Epoch 2010.00, as derived by Global Navigation Satellite System Observations utilizing RTN Network and Trimble VRS.
- Property lines shown outside the boundary of the subject tract may not have been surveyed on the ground and are shown as graphical depiction based on recorded information and available tax maps.
- All measured distances shown hereon are grid distances expressed in US Survey Feet. Acreage was calculated as horizontal surface acreage using a combined scale factor of 1.000005.
- According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Map No. 48349C0225D having an Effective Date of 06/05/2012, a portion of the tract lies within "Zone A". The line work shown hereon is the approximate location of the floodplain lines made available at www.fema.gov/flood-maps/national-flood-hazard-layer FEMA's National Flood Hazard Layer (NHFL) GIS Viewer, Published 07/18/2021 V.1.1.10
- Approximately 0.57 Acres are within the existing gravel roads.
- This plat is INVALID without the signature and approval of the County Commissioners court of Navarro County. Final Lot corners will not be set until this plat has been approved for recordation.
- Lot corners within private drive and falling within existing & proposed roads and easements will be set with corners at 30' offsets as shown hereon.
- Net acreage for Lots 51-57 includes all of that portion outside of the approximate floodplain limits.

SURVEYOR'S CERTIFICATE:

I hereby certify that this survey was made on the ground as shown hereon and is true and correct to the best of my knowledge. All lot corners and boundary markers will be placed correctly as shown hereon.



JEFFREY M. MONTANYA _____ DATE _____
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6762
 TBPELS FIRM REG. NO. 10194735



BLAZE SURVEYING AND MAPPING

PO BOX 1910 ROWLETT, TX 75030
 214-544-9239
 Info@Blazesurveying.com
 TBPELS FIRM NO. 10194735

SURVEYOR:
 BLAZE SURVEYING AND MAPPING
 PO BOX 1910 ROWLETT, TX, 75030
 214-544-9239
 INFO@BLAZESURVEYING.COM
 TBPELS FIRM NO. 10194735

OWNER/DEVELOPER:
 SINGING PROPERTIES, GP
 SANJEEV.CHAINANI@LANDHEADQUARTERS.COM
 1-800-327-9940

FINAL PLAT OF THE CHANDA ESTATES ADDITION

**BEING LOTS 1-158
 OUT OF A 210.6 ACRE TRACT
 OUT OF THE S. GIBBS SURVEY
 ABSTRACT NO. 312, NAVARRO COUNTY, TEXAS**

2. "Property" shall mean and refer to that certain real property herein described, and such additions thereto as may hereinafter be brought within the jurisdiction to the association.
3. "Association" shall mean and refer to any homeowners association or not-for-profit corporation formed by 75% of the Owners of the Property, based on a percentage of lots owned, to administer and enforce these restrictions.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot, their heirs, successors, legal representatives or assigns, but excluding any person or entity having an interest in a Lot merely as security for the performance of any obligation.
5. "Committee" shall mean representatives of Grantor, or his assigns, or appointees as determined by the Grantor.
6. "Lot" shall refer to that portion of any of the lots of land shown on the plat located in Navarro County, Texas on which there is or will be set/built a single family dwelling.
7. "Junk Cars" shall mean any vehicle not moved within 60 days of notice to move same and not having a current inspection sticker and/or current license plate.

ARTICLE II - GENERAL RESTRICTIONS

1. Use and Restrictions. The Property shall be used only for single-family residence purposes. Individuals may practice occupations in their homes provided that such occupation is conducted solely within the residential dwelling or Grantor approved shop and only if such activity does not interfere with the enjoyment or use of the other owners' rights. No other commercial activity will be permitted.
 - A. All dwellings must be a minimum of 24 feet wide and have a minimum of 1,300 gross square feet including porches, but excluding carports and garages. Site-built homes must have written approval of the Grantor prior to commencement of construction.
 - B. No more than one dwelling shall be allowed per each lot owned. Any owner who wishes to subdivide a lot must seek and obtain all relevant local and county approvals and permits.
 - C. No building or improvement of any kind shall be erected on any Lot nearer than 40 feet to the front line nor nearer than 10 feet to any side Lot line; provided, however, where surface terrain or shape of Lot is not suitable for building construction within said limitations, a written request for variance shall be presented to the Grantor or Association, which may, in its sole discretion, approve or deny such request.

- D. All homes must be set back no less than 40 feet nor more than 150 feet from the front Property line and set parallel to the roadway and be centered on said Lot. Any home set back further than 150 feet must have written approval from the Grantor or Association.
- E. All manufactured homes must have foundations and be skirted within forty-five (45) days of placement onto the Lot. Such skirting is to be color coordinated to match the exterior color of the home. Any buildings or structures built upon a Lot must have the exterior completely finished within six (6) months after ground breaking. Any move-in homes, other than manufactured homes, must have foundations and be bricked or stoned up to two (2) feet above the ground or below the windows within ninety (90) days of being moved onto the Lot. All manufactured homes must have wood-like siding. Owners of manufactured homes must have a front porch being no less than 32 square feet in size within ninety (90) days of moving onto the Lot.
- F. No truck, bus or trailer shall be kept parked in the street in front of any Property except for construction and repair equipment while a residence or residences are being repaired in the immediate vicinity.
- G. No Junk Cars shall be permitted on the Property.
- H. Dogs, cats and other domestic household pets may be kept and maintained by any Property Owner as long as they are properly leashed or corralled not to exceed six per household. No fighting game hens, roosters, pigs or swine will be allowed. Livestock shall not exceed one adult head, per acre of property owned. No animals shall be maintained in any manner that interferes with the use and enjoyment of other Property Owners.
- I. No garage, outbuilding, shack, barn, tent, camper, motor home, travel trailer, or temporary structure shall be occupied as a dwelling on a temporary or permanent basis. Only homes with foundation shall be allowed.
- J. No billboard or advertising larger than 16 square feet shall be placed or maintained provided however, that the Grantor in its subdividing and sales may place or erect and maintain customary signs for it or its accredited agents. Billboard or advertising shall be in accordance with the laws of the State of Texas and applicable local regulations, ordinances and laws.
- K. No noxious or offensive trade or activity shall be carried on in the Property, nor shall anything be done therein which may be or become a nuisance to the neighborhood. No property shall be used as a dumping ground for rubbish. No trash shall be burned without permit.
- L. Septic Systems place on each property must be approved and licensed by the Environmental Health Division of the Navarro County Health Department.

- M. Manufactured homes shall not be more than twelve (12) years old at the time of being moved onto the Lot. Any homes older than twelve (12) years must have the written approval of the Grantor or Association.
- N. A penalty fine of TWENTY-FIVE DOLLARS (\$25.00) per day will be charged by the Grantor or Association to any Lot Owner who does not adhere to these restrictions after being formally notified by Certified Mail that said Owner is in default and given three (3) days to correct the default.
2. Plans, Permits, Specifications and Locations of Buildings. The plans, specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with building, plumbing and electrical requirements of all regulatory codes. Furthermore, it shall be the obligation of each Property Owner to comply with the building codes and purchase the required permits for construction or placement of homes that are within the city limits of a regulating body or city. Neither the Grantor nor the Association will assume the responsibility in this regard before, during or after construction.
3. Fences. No sheet metal fence or snow fence or similar type of fence shall be erected.
4. Maintenance of Premises. In order to maintain the standards of the Property, no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The Property, building improvements, landscaping and appurtenances shall be kept in good, safe, clean and neat condition. No wrecking yards are allowed.
5. Notice to Owner. Notice to any Owner of the violations of any of these restrictions or any other notice therein requested shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Navarro County, Texas.
6. Utility Easements. All utility, drainage and road easements as shown on the properties are reserved for the uses indicated. No shrubbery, fence, building, structure or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility. Neither Grantor nor the Association shall be liable for any damage done by his or their assigns, agents, employees, or servants, to shrubbery, trees or flowers or to other property of the Owner situated within any such easement.
7. Non-liability of Grantor, Association or Committee. The Grantor, Association nor the Committee shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself. In the event the Grantor or Association shall deem it necessary to enforce these restrictions against any Owner, said Owner shall be required to pay reasonable attorney's fees and court costs, if the Grantor or Association shall prevail in said litigation.

8. Declaration of Restrictions Run with the Land. These herein contained restrictions shall constitute an easement and imposition in and upon the Property and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by Grantor or Association or Owner for a period of ten (10) years from the date of recording these Restrictions.
9. Owner Compliance. The covenants, restrictions, and servitudes imposed by the Declaration of Restrictions shall apply not only to Owners, but also to any person, or persons, entity or entities, occupying the property by permission or invitation of the Owner or his tenants, expressed or implied. Failure of the Owner to notify said persons or occupants of the existence of said restrictions shall not in any act limit or divest the right of Grantor, Association, or other Owners of enforcement of these restrictions, and in addition, the violating Owner shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees or invitees of his tenants at any time.
10. Enforcement. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons in violation of or attempting to violate any covenant or restriction. In addition to legal action for damages, enforcement of these covenants and restrictions shall include the right to sue for and obtain an injunction to prevent any breach or threatened breach of these restrictions or to otherwise enforce compliance with the covenants and restrictions. No failure or delay in enforcement shall constitute a waiver of any violation. Any costs of collection, including reasonable attorney's fees incurred in the enforcement of these covenants, restrictions, or liens shall be paid by the violating Owner.
11. Severability Clause. Invalidity of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions. And all other provisions shall remain in full force effect.
12. Part of Contract or Deed. The provisions hereof are hereby made a part of each contract or deed for a part of all of the Property, and each such contract or deed shall be executed, delivered and accepted upon and subject to the provisions and conditions set forth herein.

ARTICLE III-MISCELLANEOUS PROVISIONS

1. Duration. The covenants, conditions and restrictions of this Declaration shall be effective for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years.
2. Amendment. Any article of this Declaration may be amended in the following manner:

- A. Until one hundred percent (100%) of the Lots are sold by Grantor to persons or legal entities not affiliated with or controlled by Grantor, Grantor shall have the exclusive power and right to amend the restrictive covenants upon this property and such right and power must be exercised in writing, and shall become effective when an instrument is filed in the Deed Records of Navarro County, Texas with the signature of the Grantor.
 - B. During the existence of this Declaration, as from time to time supplemented or amended, the Grantor shall have the exclusive power and right to allow deviations from the present form of or the specific and general intentions and purposes of the restrictions and covenants set forth herein.
 - C. Grantor may appoint a Committee before hundred percent (100%) of Lots are sold which shall have the right and power to amend the restrictive covenants upon this property with consent of at least sixty percent (60%) of the Owners. Such right and power must be exercised in writing, and shall become effective when an instrument is filed in the Deed Records of Navarro County, Texas with the signature(s) of the Committee.
 - D. After one hundred percent (100%) of the Lots are sold by Grantor to persons or legal entities not affiliated with or controlled by Grantor, those persons or legal entities who own Lot(s) shall, with consent by not less than seventy percent (70%) of the Lot Owners have exclusive power and right to amend any article hereof.
3. Waivers and Approvals. Waivers and approvals may be solely granted by Grantor or Committee until the date set forth in paragraph 2.A above. Any grant of waiver or approval pursuant to paragraph 2.A. above will not guarantee a waiver or approval of any subsequent request, whether of the same nature or otherwise.

IN WITNESS WHEREOF, SINGING PROPERTIES, GP, A TEXAS GENERAL PARTNERSHIP, does hereby execute this Declaration of Restrictions.

By: SINGING PROPERTIES, GP, A TEXAS GENERAL PARTNERSHIP

By: [Signature]
By: Land Headquarters Co., Managing Partner
By: Sonesh Chainani, Vice President

State of Florida
County of DADE

The foregoing instrument was acknowledged before me by means of

Physical Presence.

- OR -

Online Notarization.

This 29 day of August, 2023, by
Date Month Year

Sonesh Chainani
Name of Person Acknowledging

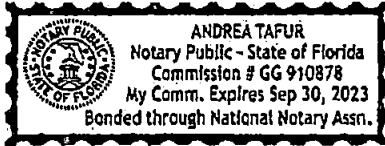
ANDREA TAFUR
Signature of Notary Public - State of Florida

Andrea Tafur
Name of Notary Typed, Printed or Stamped

Personally known

Produced Identification

Type of Identification Produced: _____



Place Notary Seal Stamp Above

AFTER RECORDING
RETURN TO:

SINGING PROPERTIES, GP, a Texas General Partnership
P.O. Box 69
Key Biscayne, FL 33149