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NAVARRO COUNTY OFFICE OF PLANNING AND DEVELOPMENT

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601 N 13th St Suite 1
Corsicana, Texas 75110
903-875-3312 ph.
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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: X Preliminary ___ Final ___ Replat/Amendment

Proposed name of subdivision: Russell Estates

Acreage of subdivision: 204.35 Acs Number of proposed lots: 75

Name of Owner: Landco Investments, Inc

Address: 50 W. Mashta Dr #1 Key Biscayne, FL 33149

Phone number: 305-361-0740 Email: suresh.chainani@landheadquarters.com

Surveyor: Dennis Vogt

Address: P.O. Box 852, Canton, TX 75103

Phone number: 903-865-1044 Fax Number: -

Email: dvogtsurveying@yahoo.com

Physical location of property: NE CR 2070, Powell 75153

Legal Description of property: 205.93 Acres in W Dabney Abst and F Russell Abst

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

Property located within city ETJ?
___ Yes [checked] No If yes, name if city: N/A

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: Suresh Chainani Date: 11-9-2023

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: ___

STATE OF TEXAS

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COUNTY OF NAVARRO

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**DEED RESTRICTIONS FOR
RUSSELL ESTATES**

This Declaration made this 12th day of September, 2023, by SHEFFIELD PROPERTIES, INC., a Texas Corporation, hereinafter called Grantor.

WITNESSETH:

WHEREAS, Grantor is the owner of all that certain real property located in Navarro County, Texas described as follows:

All of RUSSELL ESTATES, a subdivision in Navarro County, Texas according to the Plat thereof recorded as Document # _____, Volume _____, Page _____ with the Navarro County Clerk's Office.

WHEREAS, Grantor desires to create a quality development with restrictions, covenants, impositions, easements, charges and liens, as hereinafter set forth for the preservation of the property values for the Owners therein.

NOW, THEREFORE, it is hereby declared that all of the Property described above shall be held, sold and conveyed subject to the following easements, and all easements and other matters of record, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

The following words when used in this Declaration shall have the following meaning:

1. "Grantor" shall mean and refer to Sheffield Properties, Inc., a Texas Corporation, its successors and/or assigns or any or all of its rights under this Declaration.

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. Invalidation 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, SHEFFIELD PROPERTIES, INC., A TEXAS CORPORATION, does hereby execute this Declaration of Restrictions.

By: SHEFFIELD PROPERTIES, INC.

By: Suresh Chainani
By: Suresh Chainani, President

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of:

Physical Presence

- OR -

Online Notarization

this 12 day of September, 2023 by
Date Month Year

Suresh Chainani
Name of Person Acknowledging



Saily Melgen Almanzar
Signature of Notary Public - State of Florida
Saily Melgen Almanzar
Name of Notary Typed, Printed or Stamped

Personally known

Produced identification

Type of Identification Produced: _____

Place Notary Seal Stamp Above

AFTER RECORDING
RETURN TO:

SHEFFIELD PROPERTIES, INC.
P.O. Box 69
Key Biscayne, FL 33149

