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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: SUNSET ESTATES

Acreage of subdivision: 80.05 ACRES Number of proposed lots: 17

Name of Owner: RICK JUSTISS, SHEMAR INVESTMENTS, LLC

Address: P.O. BOX 1928 WYLIE, TEXAS 75098

Phone number: (214) 335-4006 Email: rick.justiss@verizon.net

Surveyor: DENNIS VOGT

Address: P.O. BOX 852 CANTON, TEXAS 75103

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

Email: dvogtsurveying@yahoo.com

Physical location of property: ADJACENT TO NE CR 0060 - PRECINCT 2

Legal Description of property: ABS A10009 J PEOPLES ABST TRACT 18 11.7 ACRES
ABS A10954 J LOVE ABST TRACT 9 10.57 ACRES

ABS A10521 T MORROW ABST TRACT 10 57.78 ACRES

Intended use of lots (check all that apply):

X Residential (single family) Residential (multi-family) Commercial/Industrial
Other (please describe)

Property located within city ETJ?

Yes X 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

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:

1. A subdivision must be platted if a tract of land is to be divided into 2 or more tracts, any one of which is 10 acres or less or includes land dedicated to common use (easements, parks, roads, etc.)
2. This subdivision _____ will, _____ will not contain a private road dedicated to the public. (check one)
3. In case of private roads in the subdivision, the following names have been proposed. Please note names cannot be a duplicate of any existing road names in the county.
 - a. _____, _____ mi.
 - b. _____, _____ mi.
 - c. _____, _____ mi.
 - d. _____, _____ mi.
4. Submit copies of the plat and any associated plans to the following persons 20 days prior to the date that the Planning and Zoning Commission or Commissioners Court is to grant approval or denial of said plat.
 - a. County Commissioner in who's Precinct the subdivision lies.
 - b. County 9-1-1 Coordinator
 - c. County Health Sanitarian or Tarrant Regional Water District representative
 - d. County Floodplain Administrator
 - e. All utility companies, i.e. water, electric, telephone.

THE FOLLOWING SHALL BE ATTACHED TO THIS APPLICATION:

1. A performance bond or irrevocable letter of credit must be issued to the County equal to the estimated cost of construction of the roads and shall remain in effect until the roads are completed in accordance with the Subdivision Regulations and accepted by the Commissioner.
2. Notarized Deed Restrictions or Restrictive Covenants
3. Road construction plans sealed by an Engineer licensed to practice in the State of Texas
4. Drainage plans
5. One Copy on reproducible Mylar 18"x24" for recording
6. Tax certificates, for final plat
7. Letters from utility companies indicating agreements for service
8. Funded service agreements, for final plat
9. Soil Survey and waste disposal plan, final plat

The plat shall include:

Bear the words "Preliminary Plat"/"Final Plat"/"Replat" whichever is applicable

Drawn to scale: No less than 1"= 100'

Proposed name of subdivision

Name of City, County, and State

Name, address, and phone number of subdivider

Name, address, and phone number of designer of plat

Scale, true and grid north points and date of preparation

Location sketch showing relationship to the surrounding area

Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every road line, boundary line, block line and building line, whether curved or straight

An accurate boundary survey of the property which is being subdivided, noting the bearings and distances of the sides, same being referenced to original survey lines or established subdivision, showing the lines of all adjacent lands and properties, lines of adjacent streets, alleys and easements, noting width and names of each

Utility easement statement (attached)

Acreage on all lots (Residential 1(one) acre minimum lot size / Commercial 2 (two) acre minimum lot size).

For plats within 5,000 ft. of the Richland Chambers Lake:

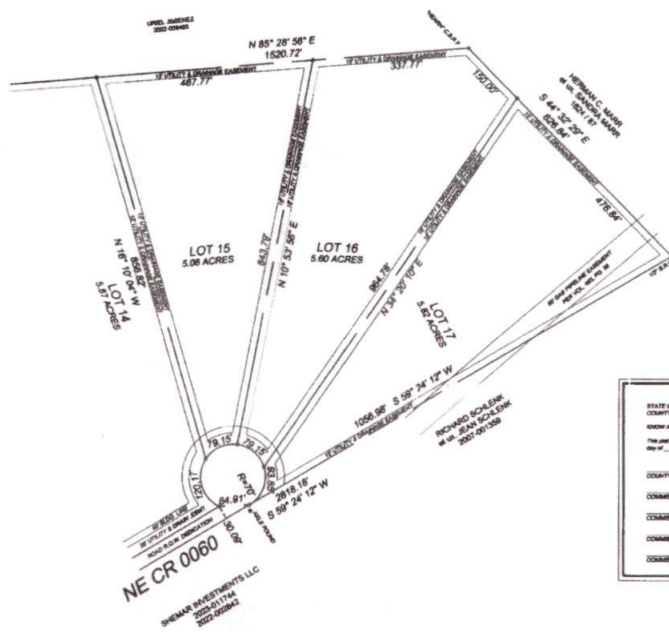
An accurate survey of the 315 and 320 MSL contour line

The distances between the 315 and 320 MSL contour lines

The 2000 ft. jurisdictional line for Tarrant Regional Water District

Zoning district classification on land to be subdivided and on adjoining lands

State Law (48.200) requires that a plat be filed with the County Clerk and the State Office of Public Information Center, and also with the County Clerk.



OWNER/DEVELOPER
 Sunset Investments, LLC
 10001114
 2002-02-04

I, the undersigned, do hereby certify that I prepared this plat and that it is a true and correct copy of the original plat on file in my office and that I am a duly licensed and qualified surveyor in the State of Texas.



STATE OF TEXAS
 COUNTY OF NAVARRO
 KNOW ALL MEN BY THESE PRESENTS
 That _____ Engineering Director for the City of Corsicana, in making said plat has not changed in any way from the original plat as approved and approved by _____ City Engineer.

STATE OF TEXAS
 COUNTY OF NAVARRO
 That _____ County Clerk for the County of Navarro, do hereby certify that the foregoing plat was filed in my office on this _____ day of _____, 2024.

STATE OF TEXAS
 COUNTY OF NAVARRO
 KNOW ALL MEN BY THESE PRESENTS
 Approved by _____ Mayor of the City of Corsicana, Texas
 _____ Mayor

STATE OF TEXAS
 COUNTY OF NAVARRO
 The Plat was made in accordance with the provisions of the Texas Constitution and the laws of the State of Texas, and is approved by the County Clerk of Corsicana, Texas.

STATE OF TEXAS
 COUNTY OF NAVARRO
 KNOW ALL MEN BY THESE PRESENTS
 This plat of Sunset Estates was approved by Navarre County on the _____ day of _____, 2024.

STATE OF TEXAS
 COUNTY OF NAVARRO

CONTRACT CERTIFICATE

This contract certificate is the only record of the described property and the contract certificate, as hereby subject to the First Part of Sunset Estates, Lots 1 through 17, City of Corsicana (ET), Navarre County, Texas, and its hereby subject to the public use of the streets, utility easements, and other public easements shown on this plat. It is hereby subject to the public use of the streets, utility easements, and other public easements shown on this plat. It is hereby subject to the public use of the streets, utility easements, and other public easements shown on this plat. It is hereby subject to the public use of the streets, utility easements, and other public easements shown on this plat.

This plat is approved subject to all existing easements, utility easements and conditions of the City of Corsicana, Navarre County, Texas. Witness my hand this _____ day of _____, 2024.

[Signature]

NOTARY PUBLIC

STATE OF TEXAS

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this date personally appeared, Notary Public, James Dicky, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESSE MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

[Signature]

NOTARY PUBLIC STATE OF TEXAS

James Dicky



- PLAT NOTES**
1. ALL BOUNDARIES, DISTANCES AND ANGLES SHOWN ON THIS INSTRUMENT SHALL BE TRUE ACCORDING TO THE PLAT.
 2. NAVARRO COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVEWAYS, EGRESS ACCESS, RECREATION AREAS AND OTHER SPACES, AND THE OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVEWAYS, EGRESS ACCESS, RECREATION AREAS AND OTHER SPACES, AND THE OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVEWAYS, EGRESS ACCESS, RECREATION AREAS AND OTHER SPACES.
 3. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 4. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 5. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 6. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 7. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 8. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 9. IF UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE NOT SHOWN ON THIS INSTRUMENT, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM ALL CLAIMANTS AND LOCATING ALL UTILITY AND DRAINAGE EASEMENTS ALONG ROAD RIGHT-OF-WAY.
 10. NAVARRO COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAND DRAINAGE BARRIERS FOR THE CONTROL OF STORMWATER.
 11. NAVARRO COUNTY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCURRING BY FLOODING OR ALLOUING OF SAND DRAINAGE BARRIERS.
 12. ACCORDING TO FEMA FLOOD MAP NO. 58020C02, DATED JUNE 8, 2011, THIS PROPERTY IS NOT WITHIN THE 100-YEAR FLOOD HAZARD ZONE.

FINAL PLAT
SUNSET ESTATES
 80.05 ACRES OUT OF THE
 THOMAS MORROW SURVEY, ABSTRACT NO. 521,
 JOSEPH A. LOVE SURVEY, ABSTRACT NO. 854
 & JEU PEOPLES SURVEY, ABSTRACT 9
 CITY OF CORSICANA (ETJ)
 NAVARRO COUNTY, TEXAS

STATE OF TEXAS)
)
COUNTY OF NAVARRO)

**DEED RESTRICTIONS FOR
SUNSET ESTATES**

This Declaration made this 6th day March, 2024, by SHEMAR INVESTMENTS, LLC, 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 SUNSET 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 Shemar Investments, LLC, 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, Rick Justiss does hereby execute this Declaration of Restrictions.

SHEMAR INVESTMENTS, LLC

By: _____

Rick Justiss, President Shemar Investments, LLC

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Rick Justiss, President of Shemar Investments, LLC.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

AFTER RECORDING RETURN TO:
SHEMAR INVESTMENTS, LLC
P.O. BOX 1928
WYLIE, TX 75098