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# PRECINCT #1

## NAVARRO COUNTY OFFICE OF PLANNING AND DEVELOPMENT

Stanley Young - Director  
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601 N 13<sup>th</sup> St Suite 1  
Corsicana, Texas 75110  
903-875-3312 ph.

### 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: Barry Countryside Acres

Acreage of subdivision: 53.074 Number of proposed lots: 6

Name of Owner: Czirr Funding Group. Inc

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Surveyor: WWJ Land Surveying

Address 10819 Us Hwy 69 N Tyler, Texas 75706

Phone number: 903-534-9000 Fax Number: \_\_\_\_\_

Email: David@wwjsurvey.com

Physical location of property: TBD CR 1200, Barry, Texas

Legal Description of property: Recorded in Document No. 2023-009576 of the Official Public Records of Navarro Co.

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

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: \_\_\_\_\_

# BARRY COUNTRYSIDE ACRES

Deed Restrictions for

Czirr Funding Group, Inc.

The conveyance of the Property is made expressly subject to the following conditions, covenants, restrictions and reservations, which shall run with the land and shall be binding on Grantee, its/his/her heirs, successors, and assigns.

- 1.) Building lines of the land hereby conveyed shall be set back thirty (30) feet from and parallel with the front line of said Property and set back thirty (30) feet from and parallel with all other boundary lines of the Property. No building or any part thereof shall be erected or placed upon the space between any building and the front and other boundary lines of the Property.
- 2.) Property cannot be used for the following:
  - a. Dump, recycling plant, or scrapyard;
  - b. Environmental/ general waste disposal site;
  - c. Chicken farm for the production of eggs, slaughtering, or processing; Chicken farm is defined as more than 100 chickens;
  - d. Pig farm. Pig farm is defined as more than 15 pigs/boars/ hogs;
  - e. Rock/ mining quarry;
  - f. Mobile home and/or recreational vehicle parks; park is defined as more than two mobile homes and/ or recreational vehicles being leased out with commercial intent
  - g. Used in any manner that is a nuisance to Property neighbors and surrounding area, or as defined by any city, county, or State of Texas law with jurisdiction over the Property
- 3.) All residential homes/ manufactured homes/ or building used for residential purposes shall only utilize approved septic tanks or other systems that are in conformity with any laws or regulations of any city, county, or authority that has jurisdiction over the Property.
- 4.) No billboards or advertisements except for billboards or advertisements for businesses that the owner operates on the Property.
- 5.) Any culverts constructed over the ditches in front of the Property must conform with the county specifications.
- 6.) The Grantor, its successors, heirs, or assigns, reserve the right to place and maintain utility, cable, fiber optic cable, water, sewer, and gas mains along all boundary lines of the Property inside thirty (30) feet of the Property line and for such purpose shall have the right of ingress and egress on and upon the Property and no structures of any kind shall be placed upon said thirty (30) foot strip. This reservation shall also include the right to lay or erect utility, cable, fiber optic cable, electric light and telephone lines and to maintain them as necessary.

- 7.) If Grantee or Grantee's heirs, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Grantor, any governmental entity with jurisdiction over the Property and other person or persons owning property adjacent to the Property, to prosecute the person(s) violating any covenant or restriction.
- 8.) Invalidation of one of the aforementioned covenants or restrictions by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.
- 9.) The conditions, covenants, restrictions, and reservations contained herein shall be binding on Grantee and its/his/her heirs, successors, or assigns for thirty (30) years from the date of the recording of these restrictions in the property records in the county where the Property is located.

