

Agenda Section	Regular Agenda
Section Number	VII.H
Subject	Update on property and building located at 607 Waterford.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	<ol style="list-style-type: none"> <li>1. Building Permit application and paperwork</li> <li>2. Copy of plat</li> <li>3. Copy of Ordinance #2002-03</li> <li>4. Copy of Ordinance #2002-13</li> <li>5. Copy of Code of Ordinances Sections 77-136 and 77-168</li> </ol>
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## Building Permit Application

Project Information				
Permit Number	<b>A570</b>	Business Name		
Construction Type	<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential			
Permit Type	<input type="checkbox"/> Certificate of Occupancy <input type="checkbox"/> Electrical <input type="checkbox"/> Energy <input type="checkbox"/> Irrigation <input type="checkbox"/> Mechanical <input type="checkbox"/> New Construction <input type="checkbox"/> Plumbing <input type="checkbox"/> Remodel/Addition <input type="checkbox"/> Roofing <input type="checkbox"/> Sign <input type="checkbox"/> Swimming Pool			
Address	607 Waterford			
Valuation	\$21,000.00			
Square Feet	Living/AC:	Garage:	Covered Porch:	Total:
Zoning				
Number of Stories				
Scope	garage / work shops			
Contact Information				
Owner	Name	Adam Nolan	Phone	469-235-1642
	Address	607 Waterford	FAX	
	Email	anolan1@gmail.com		
Owner's Contact	Name		Phone	
	Address		FAX	
	Email			
Engineer	Name		Phone	
	Address		FAX	
	Email		License #	
Architect	Name		Phone	
	Address		FAX	
	Email		License #	
General Contractor	Name	Rene Alonso Concrete	Phone	469-338-2019
	Address		FAX	
	Email		License #	
Mechanical Contractor	Name		Phone	
	Address		FAX	
	Email		License #	
Electrical Contractor	Name		Phone	
	Address		FAX	
	Email		License #	
Plumbing Contractor	Name		Phone	
	Address		FAX	
	Email		License #	
Irrigator	Name		Phone	
	Address		FAX	
	Email		License #	

A permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

All permits require final inspection.

**A Certificate of Occupancy Application shall be submitted and approved by Bureau Veritas and the Fire Marshal for all commercial buildings after construction is complete. A Certificate of Occupancy must be issued before any building is occupied for commercial purposes.**

*I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work shall be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.*

Signature of Applicant: Adam Nolan

Print Name: Adam Nolan

Date: 11/2/2016

OFFICE USE ONLY	
Fee Description	Information or Fee
BV Project Number	
BV Approval Signature	<u>Adam Nolan</u> 11/2/16
Retainer	
Plan Review	
Excavation	
Building Permit	
Electrical	60.00
Plumbing	
Irrigation	
Fence	
Accessory Structure	240.00
Swimming Pool	
Spa	
Fire Code Inspection	
Water Tap	
Sewer Tap	
Water Impact	
Sewer Impact	
Other:	
Other:	
Total All Fees	300.00



BUILDING LOADS / DESCRIPTION:

WIDTH: 30 LENGTH: 40 HEIGHT: 10 --- 410  
(BUILDING DIMENSIONS ARE NOMINAL. REFER TO PLANS).

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY NATIONAL CODE: IBC12 and IBC15 AND STATE BUILDING CODE (IF APPLICABLE) : IBC12 and IBC15 THE CONTRACTOR IS TO VERIFY THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

BUILDING OCCUPANCY: II - Medium

ROOF DEAD LOAD: 2.200 PSF (ROOF PANELS & PURLINS)

COLLATERAL LOAD: 1 PSF ROOF LIVE LOAD: 20.00 PSF

ROOF SNOW LOAD: 25.2 PSF GROUND SNOW LOAD: 30 PSF

BASIC WIND SPEED: 115 MPH WIND EXPOSURE: C

WIND SERVICEABILITY: 90.0000 PSI BUILDING CLOSURE: Closed

SEISMIC ZONE: D SEISMIC SITE CLASS: D

IMPORTANCE FACTORS: ROOF: DEFLECTION LIMITS:

SNOW LOAD: 1.0000

SEISMIC LOAD: 1.00

GENERAL NOTES:

1) MATERIALS:

HOT ROLLED BAR MINIMUM YIELD: 36,0000 ksi MIN.

STRUCTURAL STEEL SHEET FY = 50,0000 ksi MIN.

WALL CORNED SHEET FY = 50,0000 ksi MIN.

WALL CORNED SHEET FY = 57,0000 ksi MIN.

ROOF SHEETING ASOT & AS225

BOOTS THE METAL BUILDING MANUFACTURER RESERVES THE RIGHT TO SUBSTITUTE THE ABOVE MATERIALS WITH EQUAL OR BETTER MATERIAL.

2) BOLT TIGHTENING REQUIREMENTS: ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED BY THE TURN OF THE NUT METHOD IN ACCORDANCE WITH THE LATEST EDITION ALSO SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS. A325 BOLTS SHALL BE INSTALLED WITH OUT WASHERS WHEN TIGHTENED BY THE TURN OF THE NUT METHOD. ALL BOLTED CONNECTIONS FOR STEEL/STEEL CONNECTION TYPE. METAL BOLT WINDLOAS EXCLUDED FROM THE SHEAR PLANE SHALL BE SHOWN TO: 1 ONLY.

3) ALL STRUCTURAL STEEL TO RECEIVE A RUST INHIBITING PRIMER. THIS PAINT IS NOT INTENDED FOR LONG TERM EXPOSURE TO THE ELEMENTS.

4) THE UNDERSIGNED PROFESSIONAL ENGINEER IS NOT THE ENGINEER OF RECORD FOR THE OVERALL PROJECT. THIS CERTIFICATION COVERS ONLY, AND EXCLUDES PARTS SUCH AS DOOR, WINDOWS, FOUNDATION DESIGN AND ERECTION OF THE STRUCTURE.

FRAM: COLOR: Red Oxide  
COMPONENT COLOR: Red Oxide

ROOF PANELS: RL 26 GAUGE

WALL PANELS: RL 26 GAUGE

WALL PANELS: RL 26 GAUGE

TRIM: COLOR: Central Guard 40 yr Paint

GABLE: Central Guard 40 yr Paint

CORNER: Central Guard 40 yr Paint

FRONT OPENINGS: Central Guard 40 yr Paint

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BUILDER / CONTRACTOR RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO INSURE THAT ALL PROJECT PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF ANY GOVERNING BUILDING AUTHORITIES. THE SUPPLYING OF SCALED ENGINEERING DATA AND DRAWINGS FOR THE METAL BUILDING SYSTEM DOES NOT IMPLY OR CONSTITUTE AN AGREEMENT THAT THE METAL BUILDING SYSTEM MANUFACTURER OR ITS DESIGN ENGINEER IS ACTING AS THE ENGINEER OF RECORD OR DESIGN PROFESSIONAL FOR A CONSTRUCTION PROJECT. THE CONTRACTOR MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED. APPROVAL OF THE METAL BUILDING SYSTEM MANUFACTURER'S DRAWINGS AND CALCULATIONS INDICATE THAT THE METAL BUILDING SYSTEM MANUFACTURER CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS. (SECT. 4.2.1 ALSO CODE OF STANDARD PRACTICES, 9TH ED.)

WHERE DISCREPANCIES EXIST BETWEEN THE METAL BUILDING SYSTEM MANUFACTURER'S STRUCTURAL STEEL PLANS AND THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS SHALL GOVERN. (SECT. 3.3 ALSO CODE OF STANDARD PRACTICE 9TH ED.)

DESIGN CONSIDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY THE METAL BUILDING SYSTEM MANUFACTURER ARE THE RESPONSIBILITY OF THE CONTRACTORS AND ENGINEERS OTHER THAN THE METAL BUILDING SYSTEM MANUFACTURER'S ENGINEER UNLESS SPECIFICALLY INDICATED THE CONTRACTOR IS RESPONSIBLE FOR ALL ERECTION OF STEEL AND ASSOCIATED WORK IN COMPLIANCE WITH THE

METAL BUILDING SYSTEM MANUFACTURER "FOR CONSTRUCTION" DRAWINGS.

ALL BRACING AS SHOWN AND PROVIDED BY THE METAL BUILDING SYSTEM MANUFACTURER FOR THIS BUILDING IS REQUIRED AND SHALL BE INSTALLED BY THE ERECTOR AS A PERMANENT PART OF THE STRUCTURE. TEMPORARY SUPPORTS, SUCH AS TEMPORARY CUTS, BRACES, FALSE WORK, CRIBBING OR OTHER ELEMENTS REQUIRED FOR THE ERECTION OPERATION WILL BE DETERMINED AND FURNISHED AND INSTALLED BY THE ERECTOR. THESE TEMPORARY SUPPORTS WILL SECURE THE STEEL FRAMING, OR ANY PARTIALLY ASSEMBLED STEEL FRAMING, AGAINST LOADS COMPARABLE IN INTENSITY TO THOSE FOR WHICH THE STRUCTURE WAS DESIGNED, RESULTING FROM WIND, SEISMIC FORCES AND ERECTION OPERATIONS, BUT NOT THE LOADS RESULTING FROM THE PERFORMANCE OF WORK BY OR THE ACTS OF OTHERS, NOR SUCH UNPREDICTABLE LOADS AS THOSE DUE TO TORNADO, EXPLOSION, OR COLLISION. (SECT. 7.9.1 ALSO CODE OF STANDARD PRACTICE, 9TH ED.)

THE FOLLOWING CONDITIONS APPLY IN THE EVENT THAT THESE DRAWINGS ARE USED AS APPROVAL DRAWINGS. IT IS IMPERATIVE THAT ANY CHANGES TO THESE DRAWINGS BE MADE IN CONTRASTING INK (PREFERABLY RED INK), HAVE ALL INSTANCES OF CHANGE CLEARLY INDICATED, AND BE LEGIBLE AND UNAMBIGUOUS. A SIGNATURE AND DATE IS REQUIRED ON ALL PAGES.

MANUFACTURER RESERVES THE RIGHT TO RE-SUBMIT DRAWINGS WITH EXTENSIVE OR COMPLEX CHANGES REQUIRED TO AVOID MISFABRICATION, AND BE LEGIBLE AND UNAMBIGUOUS. APPROVAL OF THESE DRAWINGS INDICATES CONCLUSIVELY THAT THE METAL BUILDING SYSTEM MANUFACTURER HAS CORRECTLY INTERPRETED THE CONTRACT REQUIREMENTS, AND FURTHER CONSTITUTES AGREEMENT THAT THE BUILDING AS DRAWN WITH INDICATED CHANGES REPRESENTS THE TOTAL OF THE MATERIALS TO BE SUPPLIED BY MANUFACTURER.

ANY CHANGES NOTED ON THE DRAWINGS NOT IN CONFORMANCE WITH THE TERMS AND REQUIREMENTS OF THE CONTRACT BETWEEN MANUFACTURER AND ITS CUSTOMER ARE NOT BINDING ON MANUFACTURER UNLESS SUBSEQUENTLY SPECIFICALLY ACKNOWLEDGED AND AGREED TO IN WRITING BY CHANGE ORDER OR SEPARATE DOCUMENTATION.

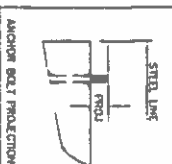
"MANUFACTURER RELEASES THAT "RUBBER STAMPS" ARE ROUTINELY USED FOR INDICATING APPROVAL, DISAPPROVAL, REJECTION, OR WHERE REMOVAL OF THE STAMPS SUBMITTED. HOWEVER, MANUFACTURER DOES NOT ACCEPT CHANGES OR ADDITIONS TO CONTRACTUAL TERMS AND CONDITIONS THAT MAY APPEAR WITH USE OF A STAMP OR SIMILAR INDICATION OF APPROVAL, DISAPPROVAL, ETC. SUCH LANGUAGE APPLIED TO MANUFACTURER'S DRAWINGS BY THE CUSTOMER, ARCHITECT, ENGINEER, OR ANY OTHER PARTY WILL BE CONSIDERED AS UNACCEPTABLE ALTERATIONS TO THESE DRAWING NOTES, AND WILL NOT ALTER THE CONTRACTUAL RIGHTS AND OBLIGATIONS EXISTING BETWEEN MANUFACTURER AND ITS CUSTOMER.

IMPORTANT NOTE: FINAL DETAILING, FABRICATION, AND DELIVERY DATE OF THIS PROJECT CANNOT BE COMPLETED UNTIL THE SIGNED APPROVALS ARE RETURNED TO THE METAL BUILDING MANUFACTURER.

DRAWINGS RELEASED FOR PERMIT

BUILDING STATUS AND DESCRIPTION

PRELIMINARY: 1. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 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1017. 1018. 1019. 1020. 1021. 1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089. 1090. 1091. 1092. 1093. 1094. 1095. 1096. 1097. 1098. 1099. 1100. 1101. 1102. 1103. 1104. 1105. 1106. 1107. 1108. 1109. 1110. 1111. 1112. 1113. 1114. 1115. 1116. 1117. 1118. 1119. 1120. 1121. 1122. 1123. 1124. 1125. 1126. 1127. 1128. 1129. 1130. 1131. 1132. 1133. 1134. 1135. 1136. 1137. 1138. 1139. 1140. 1141. 1142. 1143. 1144. 1145. 1146. 1147. 1148. 1149. 1150. 1151. 1152. 1153. 1154. 1155. 1156. 1157. 1158. 1159. 1160. 1161. 1162. 1163. 1164. 1165. 1166. 1167. 1168. 1169. 1170. 1171. 1172. 1173. 1174. 1175. 1176. 1177. 1178. 1179. 1180. 1181. 1182. 1183. 1184. 1185. 1186. 1187. 1188. 1189. 1190. 1191. 1192. 1193. 1194. 1195. 1196. 1197. 1198. 1199. 1200. 1201. 1202. 1203. 1204. 1205. 1206. 1207. 1208. 1209. 1210. 1211. 1212. 1213. 1214. 1215. 1216. 1217. 1218. 1219. 1220. 1221. 1222. 1223. 1224. 1225. 1226. 1227. 1228. 1229. 1230. 1231. 1232. 1233. 1234. 1235. 1236. 1237. 1238. 1239. 1240. 1241. 1242. 1243. 1244. 1245. 1246. 1247. 1248. 1249. 1250. 1251. 1252. 1253. 1254. 1255. 1256. 1257. 1258. 1259. 1260. 1261. 1262. 1263. 1264. 1265. 1266. 1267. 1268. 1269. 1270. 1271. 1272. 1273. 1274. 1275. 1276. 1277. 1278. 1279. 1280. 1281. 1282. 1283. 1284. 1285. 1286. 1287. 1288. 1289. 1290. 1291. 1292. 1293. 1294. 1295. 1296. 1297. 1298. 1299. 1300. 1301. 1302. 1303. 1304. 1305. 1306. 1307. 1308. 1309. 1310. 1311. 1312. 1313. 1314. 1315. 1316. 1317. 1318. 1319. 1320. 1321. 1322. 1323. 1324. 1325. 1326. 1327. 1328. 1329. 1330. 1331. 1332. 1333. 1334. 1335. 1336. 1337. 1338. 1339. 1340. 1341. 1342. 1343. 1344. 1345. 1346. 1347. 1348. 1349. 1350. 1351. 1352. 1353. 1354. 1355. 1356. 1357. 1358. 1359. 1360. 1361. 1362. 1363. 1364. 1365. 1366. 1367. 1368. 1369. 1370. 1371. 1372. 1373. 1374. 1375. 1376. 1377. 1378. 1379. 1380. 1381. 1382. 1383. 1384. 1385. 1386. 1387. 1388. 1389. 1390. 1391. 1392. 1393. 1394. 1395. 1396. 1397. 1398. 1399. 1400. 1401. 1402. 1403. 1404. 1405. 1406. 1407. 1408. 1409. 1410. 1411. 1412. 1413. 1414. 1415. 1416. 1417. 1418. 1419. 1420. 1421. 1422. 1423. 1424. 1425. 1426. 1427. 1428. 1429. 1430. 1431. 1432. 1433. 1434. 1435. 1436. 1437. 1438. 1439. 1440. 1441. 1442. 1443. 1444. 1445. 1446. 1447. 1448. 1449. 1450. 1451. 1452. 1453. 1454. 1455. 1456. 1457. 1458. 1459. 1460. 1461. 1462. 1463. 1464. 1465. 1466. 14



PROJECT	30x40x10 IBC12/15 EXP C			ANCHOR BOLT PLAN & DETAILS	
ID	DESIGN:		DRAFT:	WTC	CHECK: WTC
PROJECT ADDRESS	30x40x10	25.2/30	115MPH	5/6/16	SHEET 2 OF 10

Bubbling reactions are based on the following bubbling data:

[illegible]

ID	Description
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- 1 Doord + Calatard + Share + Side + Share
- 2 Doord + Calatard + Share + Side + Share
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- 12 Doord + Calatard + Share + Side + Share
- 13 Doord + Calatard + Share + Side + Share

## 1. THE LEGAL BACKGROUND

2. BOTTOM OF ALL BASE PLANTS ARE IN THE SAME CEVATON (SEE FIGURE 1).

1

[illegible]

$Q_{12}$	$Q_{12}$ (h)	Type
0.1	1.0	1
0.2	2.0	2
0.3	3.0	3
0.4	4.0	4
0.5	5.0	5
0.6	6.0	6
0.7	7.0	7
0.8	8.0	8
0.9	9.0	9
1.0	10.0	10

215	Enosca	1/2	AD07
06	Frmo	1/2	

—

RIGID FRAME: VARIOUS REACTORS, ANCHOR BOLTS, & BASE PLATES										
Run No	Col	Lead Time	Column Reaction (k)		V	Avg. Dist. Off Bolt	Base Plate (in)		Dist. (ft)	
			Lead Time	Reaction			Length	Thick		
2	0	3	1.3	-2.2	0.0	2	0.500	7.000	0.500	0.0
2	0	3	1.3	-2.2	0.0	2	0.500	7.000	0.500	0.0

29 **Forma liter 2.3**

FRONT FRAME: BASE COLUMN MEASUREMENTS (°)											
Frame	Column	Head	Vert	Head	Vert	Head	Vert	Head	Vert	Head	Vert
1	1	0.3	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
2	2	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
3	3	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
4	4	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
5	5	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
6	6	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
7	7	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
8	8	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
9	9	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
10	10	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
11	11	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
12	12	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
13	13	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
14	14	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
15	15	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
16	16	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
17	17	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
18	18	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
19	19	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
20	20	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
21	21	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
22	22	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
23	23	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
24	24	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
25	25	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
26	26	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
27	27	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
28	28	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
29	29	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
30	30	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
31	31	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
32	32	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
33	33	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
34	34	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
35	35	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
36	36	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
37	37	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
38	38	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
39	39	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
40	40	0	0.7	0.1	0.2	0.3	3.2	0.1	2.1	0.3	2.8
Frame Dist.		2.5									

ENDWALL COLUMN REACTIONS(k )

MAXIMUM VERTICAL Load+Callard + Snow	= 2
MAXIMUM VERTICAL Load+Wind	= -1
MAXIMUM HORIZONTAL Load+Wind	= 1

## DRAWINGS RELEASED FOR PERMIT

PROJECT	30x40x10 25 # Snow	ANCHOR BOLT REACTIONS			
ID		DESIGN:	DRAFT:	WTC	CHECK: ALK
PROJECT ADDRESS	30x40x10 25.2/30 115MPH	5/6/16	SHEET	3	OF 10



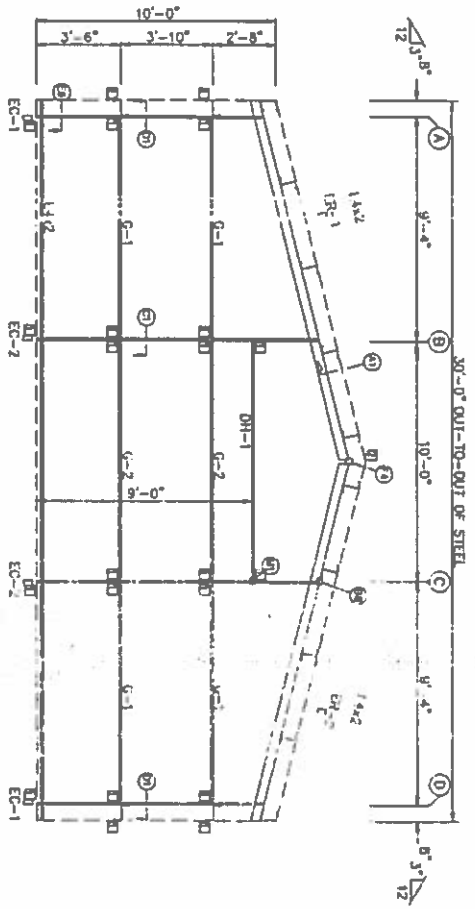


FRAME LINE	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	4	A325	1/2"	11'-2"
Columns/Rol	2	A325	1/2"	11'-2"

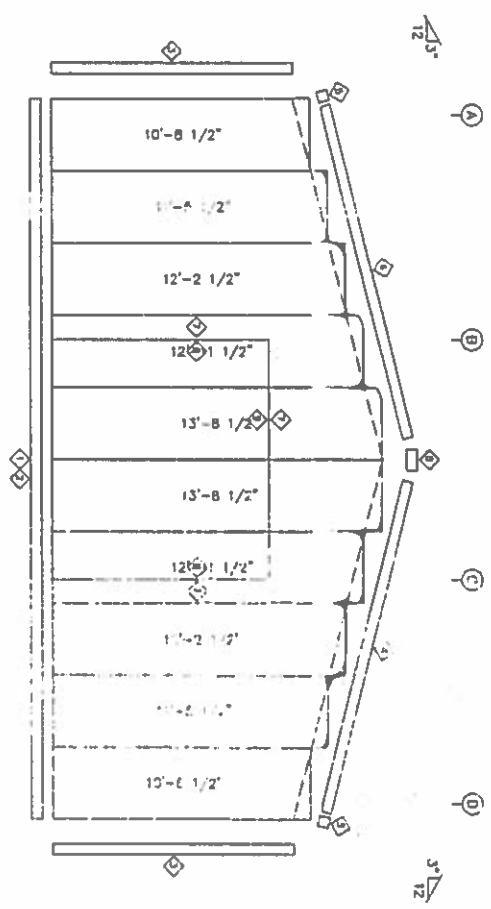
TRIM TABLE	FRAME LINE	LENGTH	DETAIL
1	RA142	14'-2"	TRIM 50T
2	RA162	16'-2"	TRIM 50T
3	RA182	18'-2"	TRIM 50T
4	RA102	10'-2"	TRIM 18
5	RA102	10'-2"	TRIM 18
6	RA102	10'-2"	TRIM 18
7	RA102	10'-2"	TRIM 18
8	RA102	10'-2"	TRIM 18
9	RA102	10'-2"	TRIM 18

MEMBER TABLE	FRAME LINE	LENGTH
1	CB2514	9'-5 9/16"
2	CB2516	11'-8 13/16"
3	CB2512	15'-3"
4	CB2512	15'-3"
5	CB2516	9'-11 1/2"
6	CB2516	8'-7 1/2"
7	CB2516	9'-11 1/2"
8	CB2516	9'-11 1/2"

CONNECTION PLATES	FRAME LINE	LENGTH
1	CB2514	9'-5 9/16"
2	CB2516	11'-8 13/16"
3	CB2512	15'-3"
4	CB2512	15'-3"
5	CB2516	9'-11 1/2"
6	CB2516	8'-7 1/2"
7	CB2516	9'-11 1/2"
8	CB2516	9'-11 1/2"



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. RL - Central Guard - 0.18 Pct.

GENERAL NOTES:

1. INSTALL ALL GITS AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, Wipe ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

DRAWINGS RELEASED FOR PERMIT

PROJECT	30x40x10 25# Snow	ENDWALL FRAMING
DESIGN:	5/6/16	DRAFT: WTC
CHECK:	ALX	CHECK: ALX
SHEET	5 OF 10	

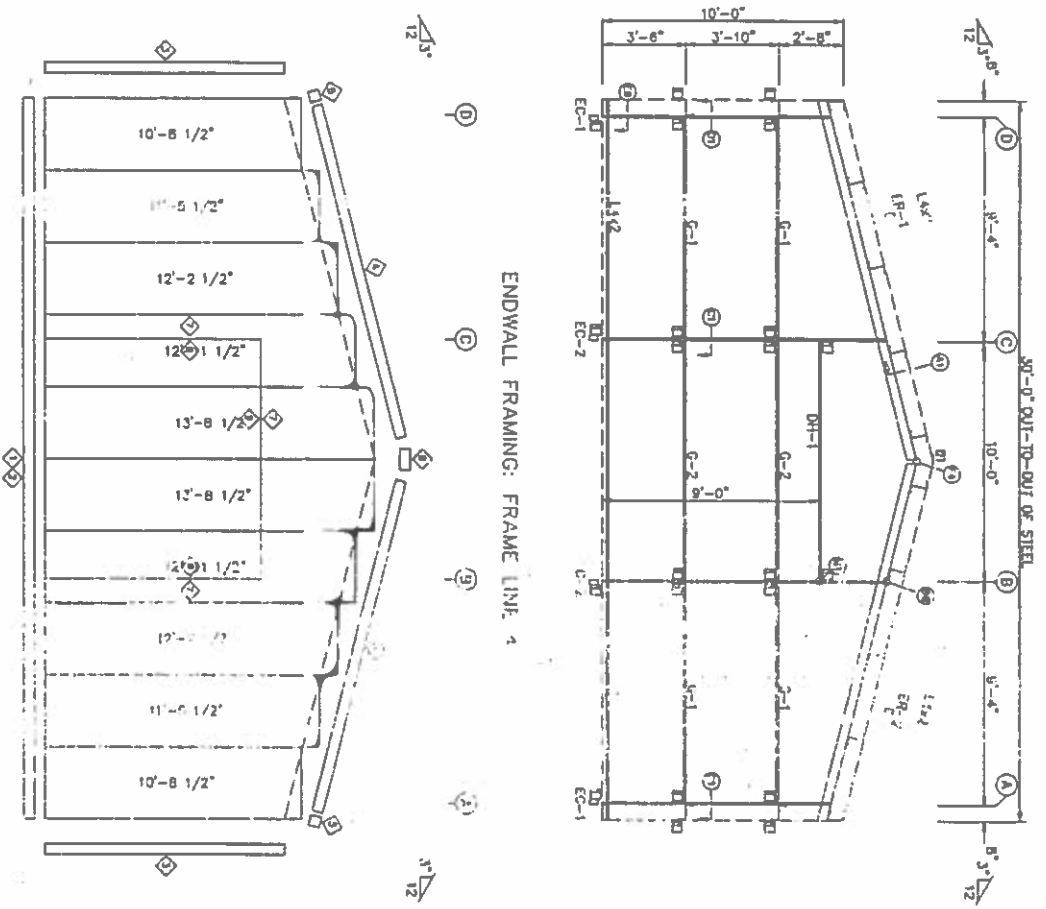
BOLT TABLE			
FRAME LINE	LOCATION	QUAN	TYPE DIA LENGTH
ER-1/ER-2	Columns/Bolt	2	A325 1/2" 1 1/2"

TRIM TABLE			
FRAME LINE	PART	LENGTH	DETAIL
ER-1	RA182	18'-2"	TRIM_301
ER-2	RA182	18'-2"	TRIM_301
ER-1	RA182	18'-2"	TRIM_26
ER-2	RA182	18'-2"	TRIM_26
ER-1	RA182	18'-2"	TRIM_18
ER-2	RA182	18'-2"	TRIM_18
ER-1	RA182	18'-2"	TRIM_31
ER-2	RA182	18'-2"	TRIM_31

MEMBER TABLE			
FRAME LINE	PART	LENGTH	DETAIL
ER-1	RA182	18'-2"	TRIM_301
ER-2	RA182	18'-2"	TRIM_301
ER-1	RA182	18'-2"	TRIM_26
ER-2	RA182	18'-2"	TRIM_26
ER-1	RA182	18'-2"	TRIM_18
ER-2	RA182	18'-2"	TRIM_18
ER-1	RA182	18'-2"	TRIM_31
ER-2	RA182	18'-2"	TRIM_31

CONNECTION PLATES			
FRAME LINE	PART	LENGTH	DETAIL
ER-1	RA182	18'-2"	TRIM_301
ER-2	RA182	18'-2"	TRIM_301
ER-1	RA182	18'-2"	TRIM_26
ER-2	RA182	18'-2"	TRIM_26
ER-1	RA182	18'-2"	TRIM_18
ER-2	RA182	18'-2"	TRIM_18
ER-1	RA182	18'-2"	TRIM_31
ER-2	RA182	18'-2"	TRIM_31

ENDWALL FRAMING: FRAME LINE 4

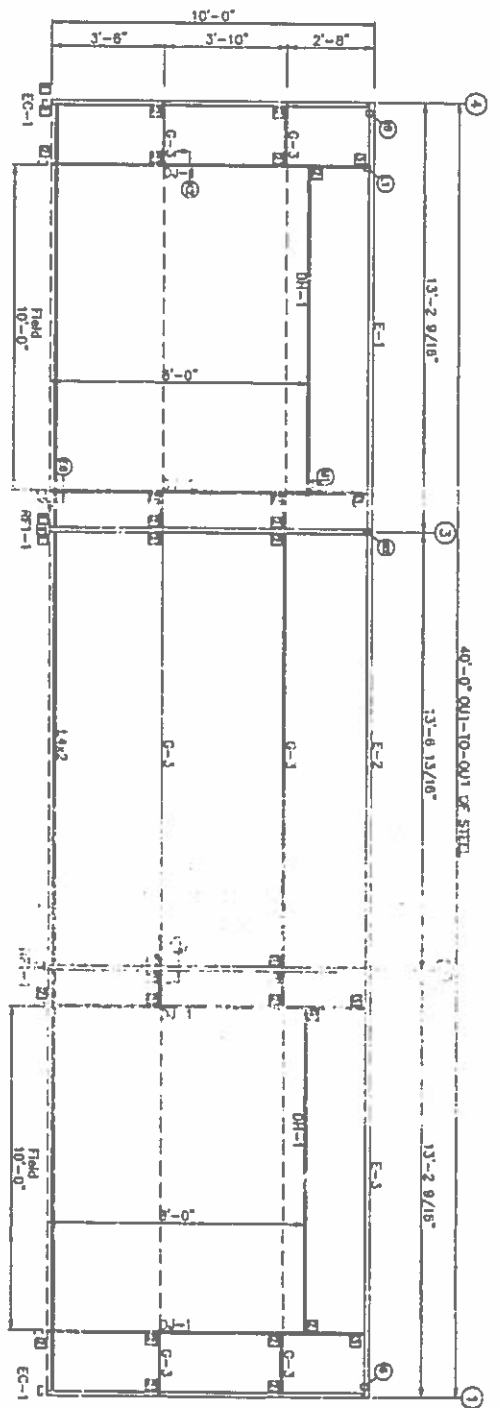


ENDWALL SHEETING & TRIM: FRAME LINE 4  
PANELS: 28 Ga. RL - Central Guard 40 YR P.A.

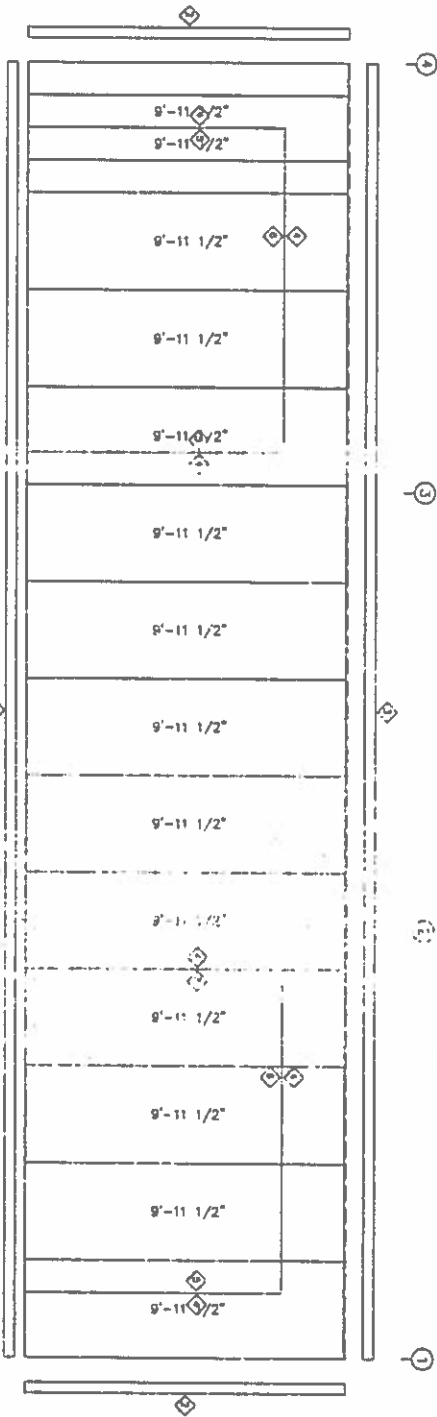
DRAWINGS RELEASED FOR PERMIT

- GENERAL NOTES:
1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
  2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
  3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
  4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

PROJECT	30x40x10 25# Snow	ENDWALL FRAMING
ID		DESIGN: WTC CHECK: ALK
PROJECT ADDRESS	30x40x10 25.2/30 115MPH	DRAFT: WTC SHEET 6 OF 10



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. Rl. - Corrugated 18" Rl.

DRAWINGS RELEASED FOR PERMIT

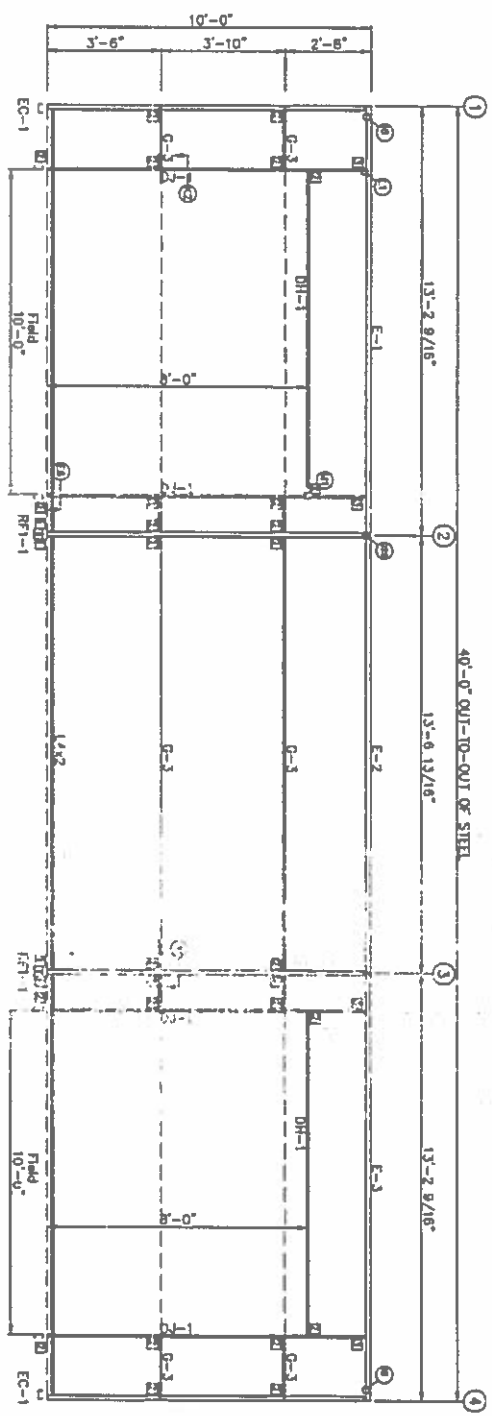
- GENERAL NOTES:
1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
  2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
  3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
  4. AFTER INSTALLATION, Wipe ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

TRIM TABLE			
ITEM	DESCRIPTION	LENGTH	DETAIL
1	RC204	20'-4"	TRIM 501
2	OU102	10'-2"	TRIM 26
3	LEA142	14'-2"	TRIM 3
4	JA102	10'-2"	TRIM 31
5	HE103	10'-3"	TRIM 33

MEMBER TABLE			
FRAME LINE	MEMBER	LENGTH	DETAIL
1	CA3516	9'-3 1/4"	9'-3 1/4"
2	CA2516	9'-11 1/2"	9'-11 1/2"
3	CA3516	13'-2 9/16"	13'-2 9/16"
4	CA3516	13'-2 9/16"	13'-2 9/16"
5	CA3516	13'-2 9/16"	13'-2 9/16"
6	CA3516	13'-2 9/16"	13'-2 9/16"
7	CA3516	13'-2 9/16"	13'-2 9/16"
8	CA3516	13'-2 9/16"	13'-2 9/16"
9	CA3516	13'-2 9/16"	13'-2 9/16"
10	CA3516	13'-2 9/16"	13'-2 9/16"
11	CA3516	13'-2 9/16"	13'-2 9/16"
12	CA3516	13'-2 9/16"	13'-2 9/16"
13	CA3516	13'-2 9/16"	13'-2 9/16"
14	CA3516	13'-2 9/16"	13'-2 9/16"
15	CA3516	13'-2 9/16"	13'-2 9/16"
16	CA3516	13'-2 9/16"	13'-2 9/16"
17	CA3516	13'-2 9/16"	13'-2 9/16"
18	CA3516	13'-2 9/16"	13'-2 9/16"
19	CA3516	13'-2 9/16"	13'-2 9/16"
20	CA3516	13'-2 9/16"	13'-2 9/16"
21	CA3516	13'-2 9/16"	13'-2 9/16"
22	CA3516	13'-2 9/16"	13'-2 9/16"
23	CA3516	13'-2 9/16"	13'-2 9/16"
24	CA3516	13'-2 9/16"	13'-2 9/16"
25	CA3516	13'-2 9/16"	13'-2 9/16"
26	CA3516	13'-2 9/16"	13'-2 9/16"
27	CA3516	13'-2 9/16"	13'-2 9/16"
28	CA3516	13'-2 9/16"	13'-2 9/16"
29	CA3516	13'-2 9/16"	13'-2 9/16"
30	CA3516	13'-2 9/16"	13'-2 9/16"
31	CA3516	13'-2 9/16"	13'-2 9/16"
32	CA3516	13'-2 9/16"	13'-2 9/16"
33	CA3516	13'-2 9/16"	13'-2 9/16"
34	CA3516	13'-2 9/16"	13'-2 9/16"
35	CA3516	13'-2 9/16"	13'-2 9/16"
36	CA3516	13'-2 9/16"	13'-2 9/16"
37	CA3516	13'-2 9/16"	13'-2 9/16"
38	CA3516	13'-2 9/16"	13'-2 9/16"
39	CA3516	13'-2 9/16"	13'-2 9/16"
40	CA3516	13'-2 9/16"	13'-2 9/16"
41	CA3516	13'-2 9/16"	13'-2 9/16"
42	CA3516	13'-2 9/16"	13'-2 9/16"
43	CA3516	13'-2 9/16"	13'-2 9/16"
44	CA3516	13'-2 9/16"	13'-2 9/16"
45	CA3516	13'-2 9/16"	13'-2 9/16"
46	CA3516	13'-2 9/16"	13'-2 9/16"
47	CA3516	13'-2 9/16"	13'-2 9/16"
48	CA3516	13'-2 9/16"	13'-2 9/16"
49	CA3516	13'-2 9/16"	13'-2 9/16"
50	CA3516	13'-2 9/16"	13'-2 9/16"
51	CA3516	13'-2 9/16"	13'-2 9/16"
52	CA3516	13'-2 9/16"	13'-2 9/16"
53	CA3516	13'-2 9/16"	13'-2 9/16"
54	CA3516	13'-2 9/16"	13'-2 9/16"
55	CA3516	13'-2 9/16"	13'-2 9/16"
56	CA3516	13'-2 9/16"	13'-2 9/16"
57	CA3516	13'-2 9/16"	13'-2 9/16"
58	CA3516	13'-2 9/16"	13'-2 9/16"
59	CA3516	13'-2 9/16"	13'-2 9/16"
60	CA3516	13'-2 9/16"	13'-2 9/16"
61	CA3516	13'-2 9/16"	13'-2 9/16"
62	CA3516	13'-2 9/16"	13'-2 9/16"
63	CA3516	13'-2 9/16"	13'-2 9/16"
64	CA3516	13'-2 9/16"	13'-2 9/16"
65	CA3516	13'-2 9/16"	13'-2 9/16"
66	CA3516	13'-2 9/16"	13'-2 9/16"
67	CA3516	13'-2 9/16"	13'-2 9/16"
68	CA3516	13'-2 9/16"	13'-2 9/16"
69	CA3516	13'-2 9/16"	13'-2 9/16"
70	CA3516	13'-2 9/16"	13'-2 9/16"
71	CA3516	13'-2 9/16"	13'-2 9/16"
72	CA3516	13'-2 9/16"	13'-2 9/16"
73	CA3516	13'-2 9/16"	13'-2 9/16"
74	CA3516	13'-2 9/16"	13'-2 9/16"
75	CA3516	13'-2 9/16"	13'-2 9/16"
76	CA3516	13'-2 9/16"	13'-2 9/16"
77	CA3516	13'-2 9/16"	13'-2 9/16"
78	CA3516	13'-2 9/16"	13'-2 9/16"
79	CA3516	13'-2 9/16"	13'-2 9/16"
80	CA3516	13'-2 9/16"	13'-2 9/16"
81	CA3516	13'-2 9/16"	13'-2 9/16"
82	CA3516	13'-2 9/16"	13'-2 9/16"
83	CA3516	13'-2 9/16"	13'-2 9/16"
84	CA3516	13'-2 9/16"	13'-2 9/16"
85	CA3516	13'-2 9/16"	13'-2 9/16"
86	CA3516	13'-2 9/16"	13'-2 9/16"
87	CA3516	13'-2 9/16"	13'-2 9/16"
88	CA3516	13'-2 9/16"	13'-2 9/16"
89	CA3516	13'-2 9/16"	13'-2 9/16"
90	CA3516	13'-2 9/16"	13'-2 9/16"
91	CA3516	13'-2 9/16"	13'-2 9/16"
92	CA3516	13'-2 9/16"	13'-2 9/16"
93	CA3516	13'-2 9/16"	13'-2 9/16"
94	CA3516	13'-2 9/16"	13'-2 9/16"
95	CA3516	13'-2 9/16"	13'-2 9/16"
96	CA3516	13'-2 9/16"	13'-2 9/16"
97	CA3516	13'-2 9/16"	13'-2 9/16"
98	CA3516	13'-2 9/16"	13'-2 9/16"
99	CA3516	13'-2 9/16"	13'-2 9/16"
100	CA3516	13'-2 9/16"	13'-2 9/16"

CONNECTION PLATES			
FRAME LINE	CONNECTION PLATE	LENGTH	DETAIL
1	DR102	10'-2"	DR102
2	DR102	10'-2"	DR102
3	DR102	10'-2"	DR102

DRAWINGS RELEASED FOR PERMIT			
PROJECT	30x40x10 25# Snow	SIDEWALL FRAMING	
ID		DESIGN:	DRAFT: WTC
PROJECT	30x40x10 25.2/30 115MPH	5/6/16	CHECK: ALK
ADDRESS			SHEET 7 OF 10

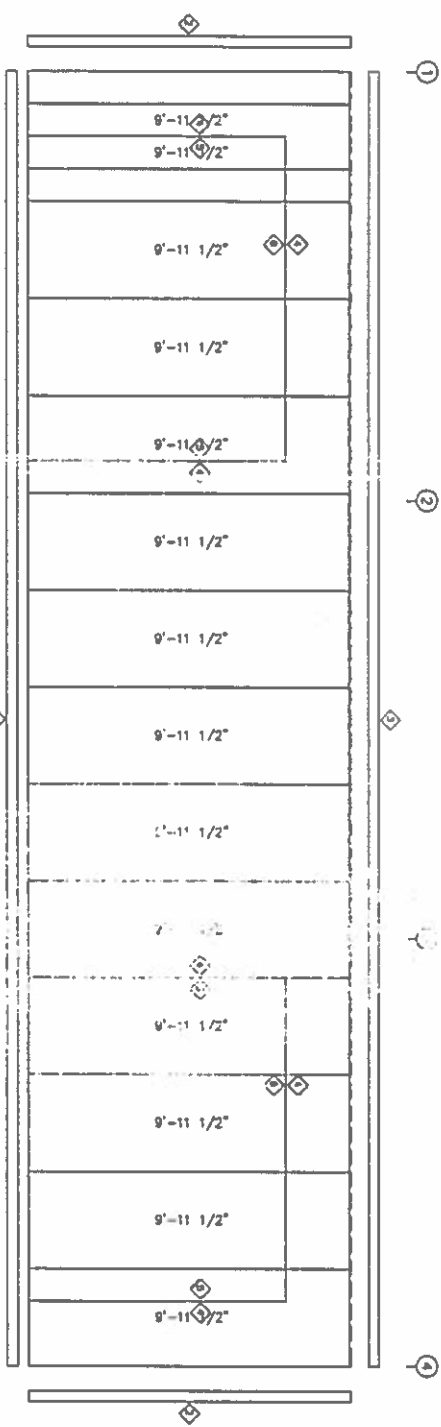


TRIM TABLE			
QID	PART	LENGTH	DETAIL
1	RG204	20'-4"	TRIM 501
2	CU102	10'-2"	TRIM 26
3	LEA142	10'-2"	TRIM 1
4	JH102	10'-2"	TRIM 31
5	JH102	10'-2"	TRIM 33
6	HE103	10'-3"	TRIM 33

MEMBER TABLE			
QID	PART	LENGTH	DETAIL
1	RG204	20'-4"	TRIM 501
2	CU102	10'-2"	TRIM 26
3	LEA142	10'-2"	TRIM 1
4	JH102	10'-2"	TRIM 31
5	JH102	10'-2"	TRIM 33
6	HE103	10'-3"	TRIM 33

CONNECTION PLATES			
QID	MARK	PART	LENGTH
1	1	CIRCLIP	8'-11 1/2"
2	2	CIRCLIP	8'-11 1/2"
3	3	CIRCLIP	8'-11 1/2"

SIDEWALL FRAMING: FRAME LINE



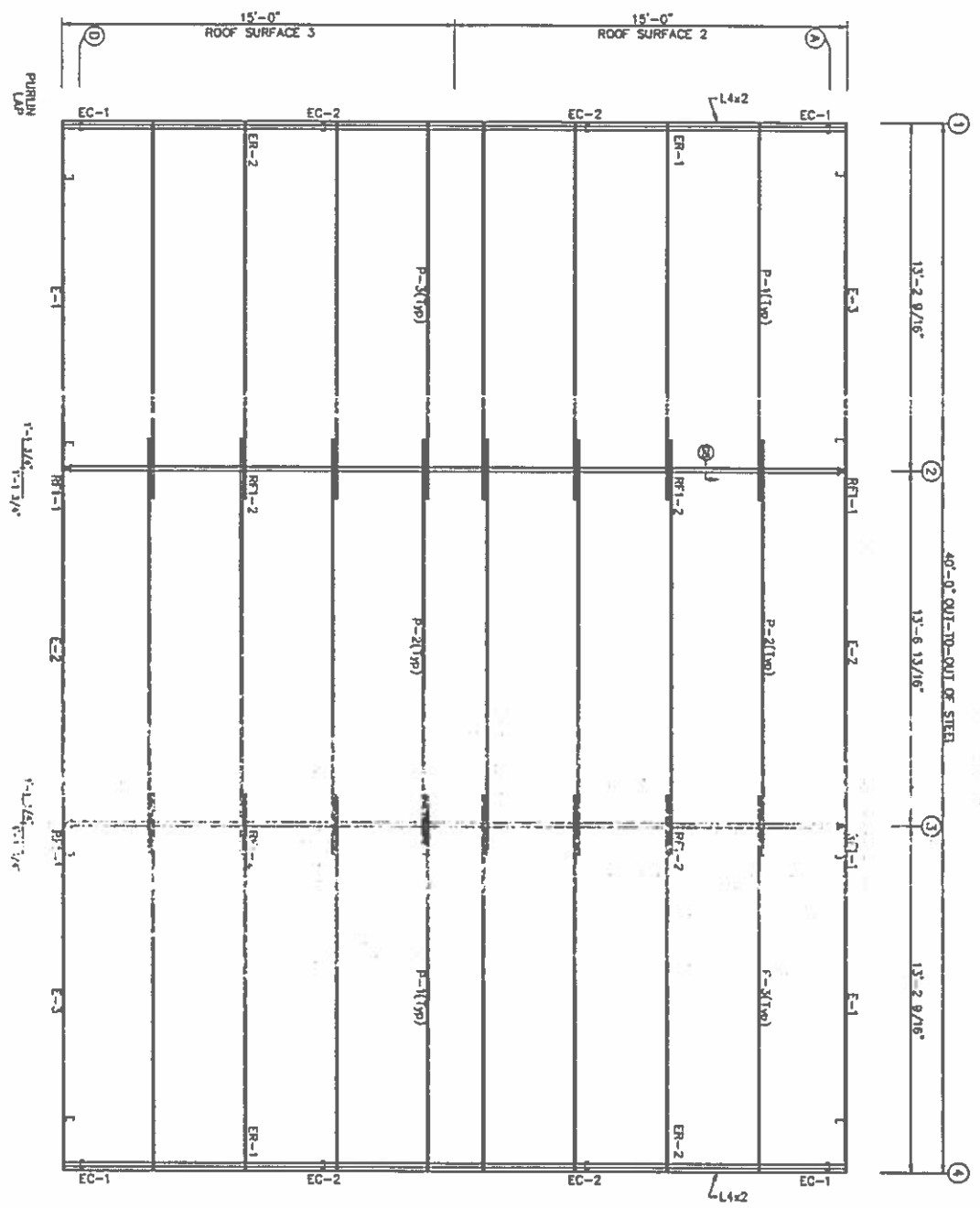
SIDEWALL SHEETING & TRIM: FRAME LINE

DRAWINGS RELEASED FOR PERMIT

- GENERAL NOTES:
1. INSTALL ALL GRTS AND FLANGE BRACES (FB) AS SHOWN.
  2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
  3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
  4. AFTER INSTALLATION, Wipe ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

DRAWINGS RELEASED FOR PERMIT			
PROJECT	30x40x10 25# Snow	SIDEWALL FRAMING	
PROJECT	30x40x10 25.2/30 115MPH	DESIGN: 5/6/16	DRAFT: WTC
ADDRESS		CHECK: ALK	SHEET 8 OF 10

MEMBER TABLE		
PART	LENGTH	
P-1	14'-4 1/16"	
P-2	15'-10 5/16"	
P-3	13'-4 1/16"	
E-1	13'-2 1/16"	
E-2	13'-6 5/16"	
E-3	13'-2 1/16"	



GENERAL NOTES:

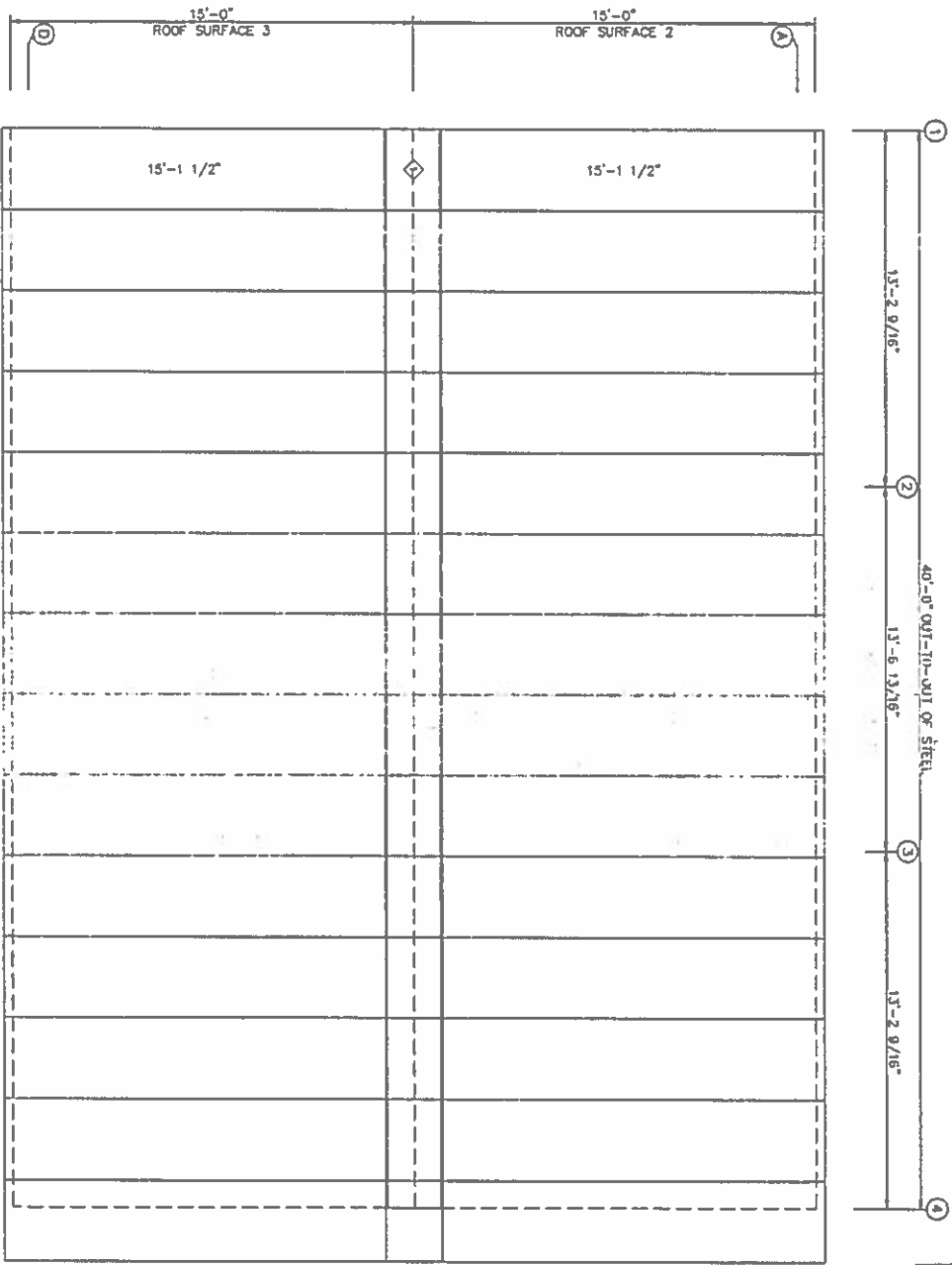
1. INSTALL ALL PURLIN AND FLANGE BRACES (FB) AS SHOWN.
2. ROOF PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. STRUT PURLINS, IF PROVIDED, MUST BE INSTALLED AND FASTENED TO ROOF SHEETING PER "PBR" PANEL ROOF DETAIL.
4. DO NOT ADD ANY ADDITIONAL ROOF OPENINGS WITHOUT BUILDING MANUFACTURER APPROVAL OR PROFESSIONAL ENGINEER APPROVAL.
5. DO NOT STACK SHEET BUNDLES ON ROOF. ONLY RAISE INDIVIDUAL SHEETS AS NEEDED.
6. AFTER INSTALLATION, Wipe ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

ROOF FRAMING PLAN

DRAWINGS RELEASED FOR PERMIT

PROJECT	30x40x10 25# Snow	ROOF FRAMING		
PROJECT	30x40x10 25.2/30 115MPH	DESIGN:	DRAFT: WTC	CHECK: ALK
ADDRESS		5/6/16	SHEET	9 OF 10

TITLE TABLE			
NO.	DESCRIPTION	DATE	BY
1	ROOF PLAN	5-0	ALX
2	DETAIL	10 OF 10	ALX



Panel Start

ROOF SHEETING PLAN  
PANELS: 26 GA. AL - G-1000000000

DRAWINGS RELEASED FOR PERMIT

# GENERAL NOTES:

1. INSTALL ALL PURLIN AND FLANGE BRACES (FB) AS SHOWN.
2. ROOF PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. STRUT PURLINS, IF PROVIDED, MUST BE INSTALLED AND FASTENED TO ROOF SHEETING PER "PBR" PANEL ROOF DETAIL.
4. DO NOT ADD ANY ADDITIONAL ROOF OPENINGS WITHOUT BUILDING MANUFACTURER APPROVAL OR PROFESSIONAL ENGINEER APPROVAL...
5. DO NOT STACK SHEET BUNDLES ON ROOF. ONLY RAISE INDIVIDUAL SHEETS AS NEEDED.
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PROJECT INFORMATION			
PROJECT	30x40x10 25# Snow	ROOF SHEETING	
ID		DESIGN:	DRAFT: WTC CHECK: ALX
PROJECT ADDRESS	30x40x10 25.2/30 115MPH	5/6/16	SHEET 10 OF 10

# Property Search

Property ID: 2507401 - Tax Year:

2018

## General Information

Property ID	2507401	Owner ID	558886
Property Status	Active	Owner Name(s)	 Nolan Anglea & Adam
Geographic ID	R-8021-00A-0130-1	Exemptions	HS (General Homestead)
Property Type	Real	Percent Ownership	100.00%
Property Address	607 Waterford St Farmersville, TX 75442	Mailing Address	607 Waterford St Farmersville, TX 75442-1024

Total Land Area

n/a

Total Improvement Main Area

1,208 sq. ft.

Abstract/Subdivision

 Lincoln Heights Addition

Primary State Code

A (Residential Single Family)

Legal Description

Lincoln Heights Addition, Blk A, Lot 13

## 2018 Value Information

Value information for Property ID 2507401 in the 2018 tax year is unavailable. Value information for prior years may be available in the [Value History](#) section below.

## Entities

Taxing Entity	Tax Rate	Collected By
CFC (Farmersville City)	0.780000 (2017 Rate)	Collin County Tax Office
GCN (Collin County)	0.192246 (2017 Rate)	Collin County Tax Office
JCN (Collin College)	0.079810 (2017 Rate)	Collin County Tax Office
SFC (Farmersville ISD)	1.320000 (2017 Rate)	Collin County Tax Office

## Improvements

Improvement #1	Residential	Land Segment #1	Residential Single Family
State Code	A (Residential Single Family)	State Code	A (Residential Single Family)
Homesite	Yes	Homesite	Yes
Market Value		Market Value	
Total Main Area	1,208 sq. ft.	Ag Use Value	n/a
Detail #		Land Size	n/a
Type			

Detail #	Type	Year Built	Sq. Ft.
1	MA - Main Area	2003	1,208
2	AG - Attached Garage	2003	395
3	CP - Covered Porch/patio	2003	16

**Value History**

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2017	\$80,405	\$40,250	\$120,655	\$0	\$120,655	\$4,173	\$116,482
2016	\$70,893	\$35,000	\$105,893	\$0	\$105,893	\$0	\$105,893
2015	\$65,810	\$35,000	\$100,810	\$0	\$100,810	\$0	\$100,810
2014	\$63,957	\$30,000	\$93,957	\$0	\$93,957	\$0	\$93,957
2013	\$61,394	\$30,000	\$91,394	\$0	\$91,394	\$0	\$91,394

**Deed History**

Deed Date	Seller	Buyer	Instr #	Volume/Page
08/12/2003	CHOICE HOMES INC	NOLAN ANGLEA & ADAM	168898	5489/3807
05/20/2003	ROCKWOOD DEVELOPMENT LLC	CHOICE HOMES INC	94688	5423/491
07/06/2001	WHITSELL BARBARA	ROCKWOOD DEVELOPMENT LLC	82047	4955/731

**SB 541 - Amends Section 25.027 of the Property Tax Code, effective September 1, 2005****RESTRICTION ON POSTING DETAILED IMPROVEMENT INFORMATION ON INTERNET WEBSITE:**

Information in appraisal records may not be posted on the Internet if the information is a photograph, sketch, or floor plan of an improvement to real property that is designed primarily for use as a human residence. This section does not apply to an aerial photograph that depicts five or more separately owned buildings.

**HB 394 - Amends Section 25.027 of the Property Tax Code, effective September 1, 2015****RESTRICTION ON POSTING AGE RELATED INFORMATION ON INTERNET WEBSITE:**

Information in appraisal records may not be posted on the Internet if the information indicates the age of a property owner, including information indicating that a property owner is 65 years of age or older.





**CITY OF FARMERSVILLE**

**ORDINANCE #2002-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE #98-01, AS HERETOFORE AMENDED, TO ZONE 11.879 ACRES AS HEREINAFTER DESCRIBED; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Secretary of Farmersville, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Farmersville and laws of the State of Texas, at a meeting of the City Council, to be held on the 8<sup>th</sup> day of January, 2002, for the purpose of considering a change in the Zoning Ordinance; and,

**WHEREAS**, the City Secretary of said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Farmersville, Texas, at least fifteen (15) days prior to the time set for such hearings; and,

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, the 8<sup>th</sup> day of January, 2002 and,

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and as well, the owners and occupants thereof, and the City generally;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE:**

**SECTION I.** The Comprehensive Zoning Ordinance #98-01, as the same has been heretofore amended, is hereby further amended so as to assign Planned Development – Residential Development zoning to the following described property:

Situated in the W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being part of a 17.54 acre tract of land that was conveyed to H. D. Powell in a deed recorded in Volume 496, Page 126 of the Deed Records in Collin County, Texas, being more particularly described in Exhibit "A".

**SECTION II.** The following are adopted in conjunction with this zoning:

- a) The "Site Plan" document submitted by the developer and dated December 10, 2001, is hereby attached as Exhibit B and made a part hereof.
- b) Conditions as described on Exhibit C hereto are incorporated and made a part hereof.
- c) A monetary sum for parks and other public uses as described in Section 6.2 of Subdivision Ordinance #98-02, in the amount of twenty-nine hundred, eight dollars (\$2,908.00) will be provided to the City with the dedication of land valued at fourteen hundred twenty-eight dollars (\$1,428.00) and the balance of fourteen hundred eighty dollars (\$1,480.00) in cash or other valuable consideration.
- d) Except as specifically indicated otherwise on the "Site Plan" or the exhibits attached hereto, all requirement of the Subdivision Ordinance #98-02 and the Zoning Ordinance #98-01 shall remain in full force and effect as set forth for Zoning District SF – 3.

**SECTION II.** It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.


**SECTION III.** All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**SECTION IV.** It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**SECTION V.** This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS** on this the 8<sup>th</sup> day of January, 2002.

**APPROVED:**

  
George G. Crump, Mayor

**ATTEST:**

  
Sandra B. Jaco, City Secretary



## **EXHIBIT A**

Situated in the W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being part of a 17.54 acre tract of land that was conveyed to H. D. Powell in a deed recorded in Volume 496, Page 126 of the Deed Records in Collin County, Texas, and being more particularly described by metes and bounds to wit:

**BEGINNING** at an Iron Pin found, being the Southeast corner of said tract;

**THENCE** S 88° 21' 00" W in Gaddy Street 681.36 feet to a point;

**THENCE** N 01° 12' 44" W, leaving Gaddy Street, a distance of 607.09 feet to a point;

**THENCE** N 89° 18' 33" E, with the south line of a 2 acre tract described in Volume 4501, Page 931 a distance of 174.64 feet to an iron pin found;

**THENCE** N 00° 49' 00" W with the east line of said 2 acre tract, a distance of 182.32 feet to an iron pin found, then continuing a total of 207.32 feet to a point in Sycamore Street;

**THENCE** N 89°00' 00" E in said street 505.04 feet to a point for a corner;

**THENCE** S 1° 12' 44" E at 25 feet an iron pin found, then continuing with an old fence 805.7 feet to the place of beginning and containing 11.879 acres, more or less.

## EXHIBIT C

### RESTRICTIVE COVENANTS

THE STATE OF TEXAS:

KNOW ALL MEN BT THESE PRESENTS:

COUNTY OF COLLIN:

THAT WHEREAS ROCKWOOD DEVELOPMENT, L.L.C., OWNER OF LINCOLN HEIGHTS, hereinafter called declarant, being owners of a tract of land situated in Farmersville, Collin County, Texas part of the following surveys W.B. William Survey, Abstract No. \_\_\_\_\_ Collin County, Texas and being the land conveyed to Rockwood Development, L.L.C. in Deed recorded in volumn \_\_\_\_\_ page \_\_\_\_\_ of the Deed of Records in Collin County, Texas and consisting 14.87 acre more or less. Being more particularly described as Lincoln Heights according to the map or plat thereof recorded a cabinet \_\_\_\_\_, page \_\_\_\_\_ of the Map of Records of Collin County, Texas that said declarants the owners of said tract of land hereby place the following restrictions on the property described in section 1.2 hereof:

#### ARTICLE I

Section 1.1 Definitions. The following words, when used in this Declaration or supplemental Declaration unless the context shall prohibit the following meanings:

- a. "LINCOLN HEIGHTS" shall mean and refer to the development located on the Property subject to the Declaration as described in Exhibit "A" attached hereto and for all proposed made a part hereof
- b. "Declarant" shall mean and refer to ROCKWOOD DEVELOPMENT, L.L.C. Owner of LINCOLN HEIGHTS a Texas Corporation may assign its rights, privileges, duties and obligations, hereunder, which rights, privileges, duties and obligations hereunder, are and shall be assignable but only in writing duly executed and notarized and recorded in the Land Records of Collin County, Texas.
- c. "Property" shall mean and refer to real property described in Section 1.2 hereof and any and all improvements thereto as are subject to this declaration.
- d. "Homestead" shall mean and refer to any plot or tract of land shown on the plat of the Property filed or to be filed by Declarant in the Map of Records of Collin County, Texas and any amendments hereto together with any and all improvements that are now or may hereafter be placed or constructed hereon and subject to any easements, restrictions, reservations or other encumbrances burdening same.
- e. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities of the fee and simple title to any Homestead, including the Declarants, but excluding any person or entity having an interest in a Homestead merely as security for performance of any obligation.

- f. "Improvements" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, and any new exterior construction or exterior improvement exceeding \$5,000.00 in cost which may not be included in any of the foregoing. It does not however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expensed in the maintenance of residential property.

Section 1.2 Property Subject to Declaration. The real property covered in this Declaration shall be and includes the surface estate only in and to all Homestead(s) of LINCOLN HEIGHTS located in the City of Farmersville, Collin, Texas, according to the map or plat thereof recorded in Covenant \_\_\_\_\_, Page \_\_\_\_\_ of Map Records of Collin County, Texas, Incorporated herein by reference for all purposes, together with any future Homestead(s) located on any real property added to the LINCOLN HEIGHTS through amendments to such map, subsequent recorded plats, and amendments to this declaration and together with any and all improvement(s) located thereon. The property and the rights title or interest therein shall be owned, held leased. Sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and covenants, conditions, restrictions and charges set forth herein.

## ARTICLE II

### PROTECTIVE COVENANTS

Section 3.1. Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the property and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the property.

- a. Residential use. All Homestead(s) shall be used for residential purposes only, with the following additional restrictions and stipulations:
- (1) No trailers, basements, tent, shack, or garage erected or placed on any Homestead or any vehicle or any kind placed on any Homestead shall be used as either a permanent or temporary residence or dwelling.
  - (2) No out buildings or garage on any Homestead shall be lived in as a home.
  - (3) No temporary structure of any kind shall be erected or placed on any Homestead and in no event shall any residential dwelling upon any Homestead be occupied until occupancy permits has been issued and no such "occupancy permit" will be issued until said dwelling has been fully completed in accordance with plans and specifications approved by the committee and the city building codes.
  - (4) No part of any Homestead shall be used for business purposes or for any purposes other than a private residence with the customary out buildings and garage.

- (5) Notwithstanding any of the above restrictions of the contrary Choice Homes shall have the right to use any Homestead owned by Choice Homes for the erection and operation of sales office, a construction office, and/or model home.
- b. Use Limitations. The following uses of Homestead(s), tracts or parcels of land in the property are not permitted:
- (1) Any prohibited use set out in section 2.1. a above.
  - (2) Any use of a Homestead or portions thereof for a residence other than one (1) detached single family residence per Homestead, which detached single family residence may not exceed two (2) stories in height or have for the use thereof more than one (1) private garage.
  - (3) Any use which generally constitutes a nuisance or which involves a noxious order, excessive emission of smoke, dust, steam, or vapors or any excessive noise level.
  - (4) Any use involving further subdividing of Homestead(s) tracts or parcels.
  - (5) Any use involving the keeping on any Homestead of any animals or domestic fowl shall comply with the provisions of Section 2.1c. Hereof, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.
  - (6) Any use or maintenance of any Homestead as a dumping ground for rubbish, trash, garbage or waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in sanitary condition.
  - (7) No radio television towers or antennas shall be constructed or erected on any Homestead which extend higher than fifteen (15) feet over the highest point of residential structure constructed on Homestead (including chimneys) or extends higher than thirty five (35) feet from the ground level of the Homestead if such tower or antenna is not attached to such residential structure.
  - (8) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicle operated by guest of owner(s) may be temporarily parked on the street during the hours of parties or other similar functions sponsored by the owners. No trucks (with size dimensions greater than one ton), boats, trailer, recreational vehicles, or other similar vehicles, shall ever be parked or stored on front yards of Homestead(s) or on side yards of Homestead(s) adjacent to streets, where corner Homestead(s) are involved. Automobiles and light trucks (with a size dimension of one ton or less) may be parked on front and side yards of Homestead(s), but may not be permanently stored on front or side yards of Homestead(s) outside storage for all vehicles must be located in the backyard of the Homestead(s). No vehicle of any size which transports flammable or explosive cargo may be kept on property at any time. No vehicle of any size that is non functional and is inoperable may be kept on the premises.



- (9) All residence or other structures constructed or erected upon any Homestead shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Homestead, with the exception of an owner may transport or locate prefabricated storage buildings on the Homestead.
- (10) No communication receiving or transmitting device or equipment shall be used on any Homestead which interferes with the television reception on any other Homestead. Satellite receivers may be allowed if constructed and maintained in a matter satisfactory to city codes.

c. SIDELINES AND FRONT LINES SET - BACK RESTRICTIONS.

(1) All residence or dwellings erected or placed on any Homestead shall face the front road or street adjacent to Homestead as shown on the plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by declarants. No structure of any kind, residential or otherwise, shall be constructed within ten (10) feet from any rear lot line or within five(5) feet of any side lot line unless side lot line borders on a street in which case the distance shall be ten (10) feet and all such structures shall be constructed behind the front building lines as shown on recorded plat or as prescribed in the deed from declarant conveying the same, unless otherwise required by the declarant. Placement of all dwellings and structures must be submitted with plans and approved by City of Farmersville building department.

d. Construction Term. If a resident is not completed on any Homestead on or before twelve (12) months from the beginning date of construction, the owner will pay to declarant for each such Homestead the sum of ten (10) dollars per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages to declarant. Declarant shall have a right to grant extension of the foresaid nine (9) month period from time to time and Declarants' description for reasonable cause.

e. Signs. No signs of any kind shall be displayed to public view on any Homestead with the following exceptions;

(1) One (1) professional sign of not more than six (6) square feet advertising the Homestead for sale.

(2) Any sign used by declarant for sale or advertising purposes.

f. Illegal Trade No illegal activity of any kind shall be carried on upon the Homestead.

g. Landscaping. Landscaping will(1) be required on all Homestead(s) contemporaneously with completion of other improvements, but in no event later than one hundred eighty days after first occupancy or completion of improvement(s), whichever is first to occur.

(2) Comply with and conform to the following;

a. May not obstruct sight lines at streets or driveway intersections. Specifically, no hedges or shrubs which obstructs sight lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Homestead within the triangular area formed by the street property lines and the lines connecting them at points twenty (20) feet from the intersection of the street right of way lines or, in case of a rounded property corner, from the intersections of the street property line extended. The same sight line limitations shall apply to any Homestead within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain within such distances of such

intersections unless the foliage is maintained at a sufficient height to prevent obstruction of such sight line.

b. Preserve existing trees to the extent practical.

c. Permit reasonable access to public and private utility lines and easement for installation and repairs.

d. May not divert in any way creeks or increase such creeks in size through dams or other obstructions.

e. Any Homestead purchased but left vacant shall be mowed and maintained at all times, in accordance with the City of Farmersville ordinance.

h. Construction Standards.

(1) All homes must have composition shingle roofs, or approved by City of Farmersville building department.

(2)(a) The total habitable floor area of the main structure on each Homestead should have the following minimum square footage exclusive of porches, stoops, terraces, and garages; (1) Single story residences - 1200 square feet and (1) two story residences - 1600 square feet.

(2)(b) All foundations must be concrete slab or standard pier and beam with outside concrete beam and/or per city building codes. All foundation plans must be presented and approved with the house plans and accepted by the City of Farmersville Building Department.

(3) Driveways shall be constructed of concrete, and shall be completed before occupancy of dwelling on the Homestead for which the driveway is being built.

(4) All structures shall be constructed of new material with 60% masonry exterior composition.

(5) All utility services to the residence on each Homestead shall be installed entirely underground from the residence and such Homestead to the front or rear boundary lines of such Homestead as the cause may be provided.

(6) All mailbox structures, including the possible use of the owners name and address either fixed or affixed or attached thereto, and any structured place within any street right of way, shall be subject to prior approval of the U. S. Postal Department and the City of Farmersville.

i. Miscellaneous Restrictions.

(1) No hunting or shooting of firearms is allowed on any Homestead.

(2) No motorcycles, mini bikes or off road vehicles shall be permitted to use any part of the property other than the streets and driveways provided therein and, with an owner's permission, the Homestead of an owner.

ARTICLE III

MAINTENANCE

Section 4.1 Duties of Maintenance. Owner(s) and occupants (including lessee) of any Homestead shall jointly and severally have the duty and responsibility, at their sole cost and expense to keep that part of the Homestead so owned or occupied, including but not limited to improvement(s), grounds or drainage easements or other rights of way located thereon or incidental thereto, or at all times. Such maintenance includes, but is not limited to the following (i) prompt removal of all litter, trash, refuse and waste; (ii) Lawn Mowing as necessary to maintain lawns in a trimmed and orderly condition; (iii) Tree and shrub pruning as necessary to maintain a neat appearance; (iv) Watering sufficient to keep landscaping green; (v) Keeping the parkway

area between Homestead lines and adjoining streets mowed and clean; (vi) Keeping areas and driveways in good repair; (vii) Complying with governmental health requirements; (viii) Repair of any exterior damage to improvement(s); and (ix) Except as otherwise necessary on days of collection, keeping garbage containers placed as so not to be visible from street or any Homestead.

Section 4.2. Enforcement. If any Homestead has failed to abide by the duty of maintenance set forth in the above Section 4.1, the City of Farmersville shall have the right but not the obligation, to enter upon such Homestead and to perform or cause to be preformed such maintenance and to assess such Owner or occupant for any expenses so incurred; In order to secure the payment of any such assessments, together with interest thereon at the highest rate then permitted by applicable Texas or Federal law from the date of such assessment until paid, together with all of the costs, including reasonable attorney's fees, of collecting same, a lien to the extent permitted by law shall be and is hereby reserved in and to such Homestead and any and all improvements located thereon without recourse which lien shall be enforceable through appropriate municipal or judicial proceedings. Any such lien shall be deemed subordinate and inferior to the liens of any mortgager which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Homestead. The collection of any such assessment, including such interest and cost may, in addition to any other applicable method in law in equity, be enforced by suit for a money or judgment or collected out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law. Each such assessment including such interest and cost of collection also shall be the continuing personal obligation of the Owner and, if applicable, the occupant of any such Homestead at the time when the violation leading to such assessment occurred. Each and every Owner of any Homestead, by the acceptance of a deed or other conveyance of any Homestead, shall be deemed to covenant and agree, for and on behalf of such Owner and any occupant occupying such Owner's Homestead by license of such Owner, to pay any such assessment.

#### ARTICLE IV

##### MISCELLANEOUS

Section 5.1 Duration. This declaration and the covenants and restrictions set forth herein shall run with and bind the Property, subject to the provisions of Section 5.2, 5.3, and 5.4 here of, and shall inure to the benefit of every Owner of every Homestead, and their respective legal representatives, personal representatives, devisees, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including \_\_\_\_\_. However, at such time, the covenants and restrictions shall be extended automatically for a period of ten (10) additional years unless by a sixty-six and two-thirds percent (66 2/3%) vote of the Owner(s) the restrictions are revoked or amended. The covenants and restrictions shall continue automatically for additional ten (10) year periods unless altered, specified herein.

Section 5.2 Amendment. Any article of this Declaration may be amended in the following manner:

- a. After one hundred percent (100%) of the Homestead(s) are sold to persons or legal entities not affiliated with or

controlled by the seller, or after\_\_\_\_\_, (or an earlier date designated by seller), whichever is first to occur, those persons or legal entities who own Homestead(s) shall, by sixty-six & two thirds percent (662/3%) vote, have exclusive power and right to amend any article hereof. Owner(s) may vote in person or by proxy at a meeting duly called for that purpose.

**Section 5.3 Deviation from Restrictions and Covenants.**

- a. Any substantial deviation from present form or the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:
  - (1) Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until\_\_\_\_\_ (or and earlier date designated by Declarants), whichever is the first to occur. Declarants shall have the exclusive power and right to allow substantial deviations and such right and power must be exercised in writing.
  - (2) After one hundred percent (100%) of Homestead(s) have been sold to persons or legal entities not affiliated with or controlled by the Builder/Developer. or after\_\_\_\_\_. (or an earlier date designated by the Builder/Developer), whichever is first to occur. Owner(s) shall by sixty-six & two-thirds percent (662/3%) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose.
- b. During the existence of this Declaration as from time to time supplemented or amended, the Builder/Developer and any sub-committee formed pursuant hereto shall have the exclusive power and right to allow minor deviations from the present form of or the specific and general intentions and purposes of the restrictions and covenants set forth herein.

**Section 5.4 Enforcement.** The restrictions and covenants set out in this Declaration shall be enforced as follows:

- a. Until one hundred percent (100%) of the Homestead(s) are sold by Builder/Developer to persons or legal entities or until\_\_\_\_\_, (or an earlier date designated by Builder/Developer), whichever is first to occur. Builder/Developer through their duly designated representatives or through the Committee appointed by Builder/Developer, shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.
- b. After one hundred percent (100%) of Homestead(s) are sold by Builder/Developer to persons or legal entities not affiliated with or controlled by Builder/Developer, or after\_\_\_\_\_, (or an earlier date designated by Builder/Developer), whichever is first to occur, the Owner(s) of any Homestead may (but only after the then Owner(s) of other Homestead(s) have by two-thirds(2/3) vote approved such action) bring legal action against the alleged violator to enjoin such alleged violation or to

require such alleged violator to cease and desist such violation. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting, including the name of the alleged violator and detailed description of the alleged violation. Any legal or other expenses incurred incident to such legal action shall be born by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

Section 5.5 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall become illegal, invalid or unenforceable for any reason or shall be held by any court or competent jurisdiction to be illegal, null or void, such provision shall be fully severable and remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.6 Notice. Whenever written notice to the Owner(s) is permitted or required hereunder, such notice shall be given by Builder/Developer or by an appropriate sub-committee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Builder/Developer ( and as furnished to the Builder/Developer by such Owner(s). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, whether received by addressee or not.

Section 5.7 Headings. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 5.8 Effective Violation of Covenants on Existing Liens. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way effect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2001

DECLARANT:

\_\_\_\_\_  
Rockwood Development  
Perry Marker

THE STATE OF TEXAS)  
THE COUNTY OF COLLIN)

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Perry Marker, General Manager for Rockwood Development, L.L.C., 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 consideration therein expresses, in the capacity therein stated, and as the act and deed of Lincoln Heights.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
(Typed or printed name of Notary)

My commission Expires \_\_\_\_\_

Address of Declarants:  
Rockwood Development, L.L.C.  
P.O. Box 36348  
Dallas, Texas 75235

# Property Search

Property ID: 2507401 - Tax Year:

2018

## General Information

Property ID	2507401	Owner ID	558886
Property Status	Active	Owner Name(s)	Nolan Anglea & Adam
Geographic ID	R-8021-00A-0130-1	Exemptions	HS (General Homestead)
Property Type	Real	Percent Ownership	100.00%
Property Address	607 Waterford St Farmersville, TX 75442	Mailing Address	607 Waterford St Farmersville, TX 75442-1024
Total Land Area	n/a		

Total Improvement Main Area

1,208 sq. ft.

## Abstract/Subdivision

Lincoln Heights Addition

Primary State Code

A (Residential Single Family)

Legal Description

Lincoln Heights Addition, Blk A, Lot 13

## 2018 Value Information

Value information for Property ID 2507401 in the 2018 tax year is unavailable. Value information for prior years may be available in the Value History section below.

## Entities

Taxing Entity	Tax Rate	Collected By
CFC (Farmersville City)	0.780000 (2017 Rate)	Collin County Tax Office
GCN (Collin County)	0.192246 (2017 Rate)	Collin County Tax Office
JCN (Collin College)	0.079810 (2017 Rate)	Collin County Tax Office
SFC (Farmersville ISD)	1.320000 (2017 Rate)	Collin County Tax Office

## Improvements

Improvement #1	Land Segment #1	Residential Single Family
State Code	State Code	A (Residential Single Family)
Homesite	Homesite	Yes
Market Value	Market Value	
Total Main Area	Ag Use Value	n/a
Detail #	Year Built	n/a
Type	Sq. Ft.	

Detail #	Type	Year Built	Sq. Ft.
1	MA - Main Area	2003	1,208
2	AG - Attached Garage	2003	395
3	CP - Covered Porch/patio	2003	16

**Value History**

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2017	\$80,405	\$40,250	\$120,655	\$0	\$120,655	\$4,173	\$116,482
2016	\$70,893	\$35,000	\$105,893	\$0	\$105,893	\$0	\$105,893
2015	\$65,810	\$35,000	\$100,810	\$0	\$100,810	\$0	\$100,810
2014	\$63,957	\$30,000	\$93,957	\$0	\$93,957	\$0	\$93,957
2013	\$61,394	\$30,000	\$91,394	\$0	\$91,394	\$0	\$91,394

**Deed History**

Deed Date	Seller	Buyer	Instr #	Volume/Page
08/12/2003	CHOICE HOMES INC	NOLAN ANGLEA & ADAM	168898	5489/3807
05/20/2003	ROCKWOOD DEVELOPMENT LLC	CHOICE HOMES INC	94688	5423/491
07/06/2001	WHITSELL BARBARA	ROCKWOOD DEVELOPMENT LLC	82047	4955/731

**SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005****RESTRICTION ON POSTING DETAILED IMPROVEMENT INFORMATION ON INTERNET WEBSITE:**

Information in appraisal records may not be posted on the Internet if the information is a photograph, sketch, or floor plan of an improvement to real property that is designed primarily for use as a human residence. This section does not apply to an aerial photograph that depicts five or more separately owned buildings.

**HB 394 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2015****RESTRICTION ON POSTING AGE RELATED INFORMATION ON INTERNET WEBSITE:**

Information in appraisal records may not be posted on the Internet if the information indicates the age of a property owner, including information indicating that a property owner is 65 years of age or older.





**HELMBERGER ASSOCIATES, INC.**

**CIVIL ENGINEERING**

**CONSTRUCTION MANAGEMENT**

**ENVIRONMENTAL ENGINEERING**

**September 27, 2005**

**Ms. Tamra Stalnaker  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442**

**RE: Site Plan for PD#2002-13 Amendment  
Replat for Proposed Phase II Development  
Civil Construction Drawings for Proposed Phase II Development  
Aston Estates, Farmersville, Texas**

**Dear Ms. Stalnaker,**

**Helmburger Associates, Inc. has completed our second review of the proposed Site Plan, the initial submittal of the proposed replat and the initial submittal for the civil construction drawings for the above mentioned Planned Development amendment.**

**The Site Plan requires a few minor modifications to be acceptable. Most of the required revisions are necessitated due to changes on the proposed replat.**

**The proposed replat was reviewed against the subdivision ordinance. Changes required are as noted on the mark-up.**

**The civil construction drawings submitted are preliminary. If the Replat is going to be considered for approval at the October 17<sup>th</sup> meeting then civil construction drawings have to be completed and submitted for review. The preliminary information provided was extremely helpful in my second review of the proposed Site Plan but this does not satisfy the requirements of the Subdivision Ordinance.**

**Mark-ups on the preliminary engineering are included.**

**Please note that all of the public improvements required as a result of the proposed replat will either need to be constructed and accepted by the City or**

City of Farmersville  
September 27, 2005  
Page 2

financial security filed with the City per Section 4.3.8.1 of the Subdivision Ordinance.

Park fees need to be addressed if they were not when the original plat was filed.

I have attached to this letter the originals marked with my comments and one blackline copy of all the plans submitted for your records. Please send the original back to the Applicant or their representative.

I have kept a copy of the mark-up so returning the mark-up will not be required.

Thank you for the opportunity to once again be of service to the City of Farmersville.

Please call if you have any questions.

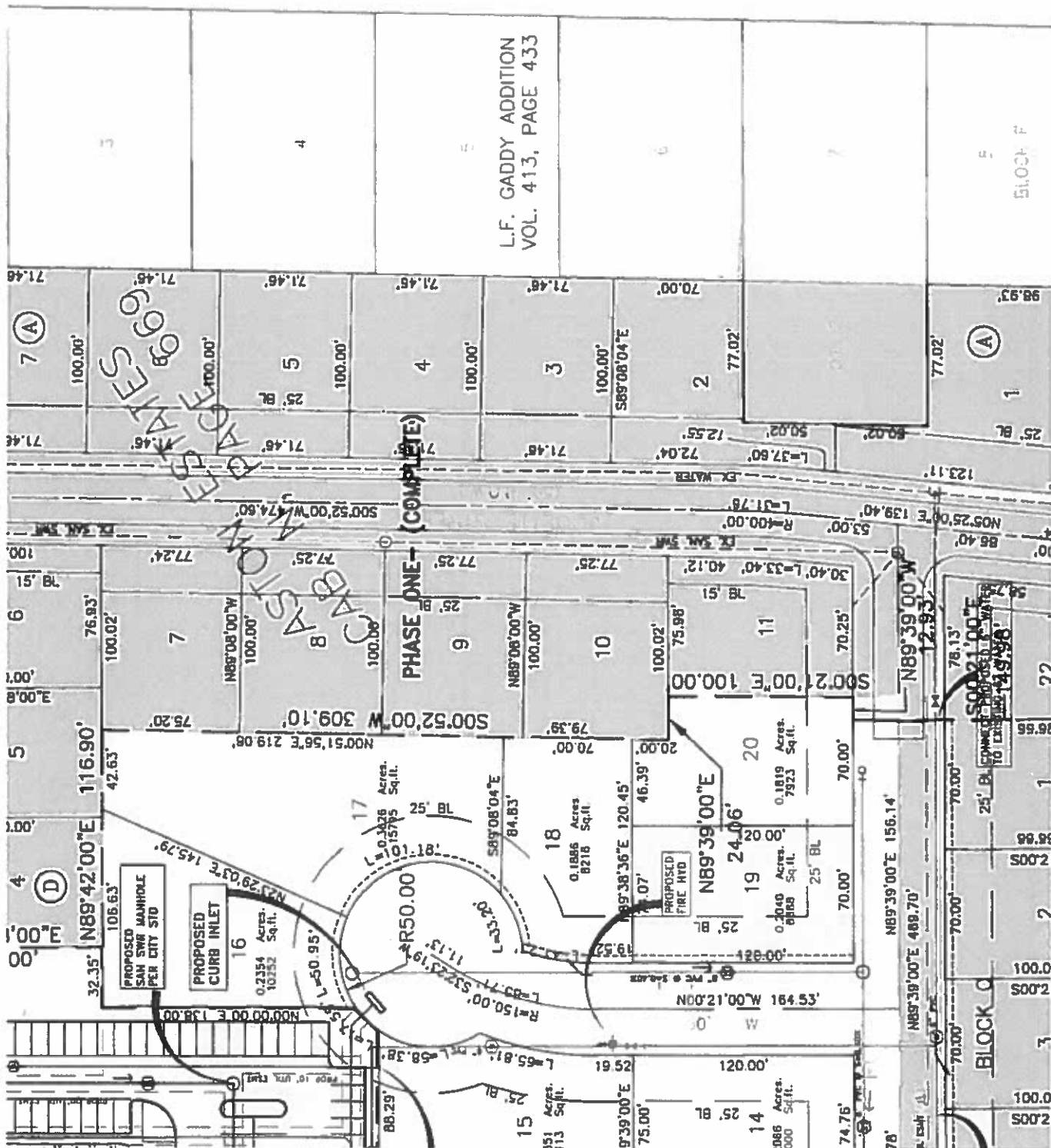
Sincerely,

Helmberger Associates, Inc.



Joseph E. Helmberger, P.E., Vice President

- ALL REQUIRED UTILITIES (SEWER) SHALL BE STUBBED OUT FOR PHASE TWO



FARMERSVILLE PLANNING AND ZONING  
REGULAR SESSION MINUTES  
October 17, 2005

The Farmersville Planning and Zoning Commission met in regular session on October 17, 2005, 6:30 p.m. in the Council Chamber of City Hall with the following members present: Larry Ratliff, Robbie Tedford, Leaca Caspari, John Cooper, Donald Ledbetter and Alisha Page. Staff members present were City Attorney Alan Lathrom, City Engineer Joseph Helmberger, City Manager Alan Hein, City Secretary Linda Aaron and Administrative Assistant Tamra Stalnaker.

CALL TO ORDER, ROLL CALL

Chairperson Larry Ratliff called the meeting to order at 6:30 p.m. Tamra Stalnaker called the roll and announced a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

Chairperson Ratliff welcomed visitors. No one spoke on non-agenda items.

PUBLIC HEARING

Chairperson Ratliff opened the public hearing at 6:32 p.m. for public comment regarding the Re-plat of the Planned Development #2002-13, Aston Estates, Farmersville, Texas. Alisha Page dismissed herself from the Council Chamber during the Public Hearing. Bill Nerwich of Farmersville, Texas spoke in favor of the re-plat of the Aston Estates. Leaca Caspari questioned the re-plat of the property. Mr. Nerwich explained that Phase I of this property is complete, Phase II is the re-plat for the church and Phase III is a future use that will not to be developed at this time. No other persons spoke for or against the Residential Zoning Classification. Public Hearing was closed at 6:36 p.m.

APPROVED FOR RECOMMENDATION TO CITY COUNCIL THE REQUEST TO RE-PLAT THE PLANNED DEVELOPMENT #2002-13, ASTON ESTATES, FARMERSVILLE, TEXAS.

Chairperson Robbie Tedford questioned if Phase III was the same plan used for the Planned Development #2002-13. Bill Nerwich explained that the plans for Phase III of the residential are the same as the Planned Development #2002-13, but Phase II is now amended to provide the intended development of the church. Leaca Caspari questioned if the re-plat is zoned as a Planned Development. City Engineer Joe Helmberger assured Chairperson Caspari the re-plat is zoned as a Planned Development. Mr. Helmberger verified the re-plat is the same Planned Development with an amendment to divide the property into three phases for development to begin on the church and to postpone development for the residential phase until a later time. City Engineer Joe Helmberger explained the Site Plan is the governing document for planned construction. Chairperson Caspari asked if all issues were addressed for all lots to meet the requirements of our ordinance. Joe Helmberger explained that all issues have been addressed and all lots meet the requirements for the Planned Development. Chairperson Ratliff questioned any changes to Phase I. Joe Helmberger explained that Phase I has already been completed according to the prior requirements, Phase II is the church site and Phase III is future single family residential plans. On a motion by John Cooper and a second by Leaca Caspari, the Commission approved for recommendation to City Council the request to re-plat the Planned Development #2002-

13, Aston Estates, Farmersville, Texas. The motion carried with a vote of 4 for and Alisha Page abstained.

### PUBLIC HEARING

Chairperson Ratliff opened the public hearing at 6:44 p.m. for public comment regarding the Site Plan for Phase II and Phase III of the Planned Development #2002-13, Aston Estates, Farmersville, Texas. Alisha Page dismissed herself from the Council Chamber during the Public Hearing. Don Vandiver of Allen, Texas advised that he is the architect for the development and was there to answer any questions. Bill Nerwich of Farmersville, Texas explained the re-plat is the acreage required for the church to meet the guidelines for the City of Farmersville. Mark Williams of McKinney, Texas stated he is the Project Manager and is in favor of the development. No other persons spoke for or against the Site Plan for Phase II and Phase III of the Planned Development. No other persons spoke for or against the Residential Zoning Classification. Public Hearing was closed at 6:36 p.m.

### APPROVED FOR RECOMMENDATION TO CITY COUNCIL THE SITE PLAN FOR PHASE II AND PHASE III OF THE PLANNED DEVELOPMENT #2002-13, ASTON ESTATES, FARMERSVILLE, TEXAS.

Chairperson Caspari questioned the issues of drainage and engineering. City Engineer Joe Helmberger stated that all issues for drainage, utility easements and engineering have been addresses and meet requirements for the City of Farmersville. Mr. Helmberger stated the Site Plan will be the amended Planned Development for Aston Estates. Phase III will need to be re-platted and come before the Commission and Council for approval before initializing construction. Leaca Caspari questioned the lot size according to zoning specifications. Joe Helmberger explained this is not zoned for Single Family and those requirements are not relevant to the Site Plan of the Planned Development. City Attorney Alan Lathrom advised that the lot sizes are allowed to be altered and will continue to conform in the Planned Development. On a motion by Robbie Tedford and a second by Donald Ledbetter, the Commission approved for recommendation to City Council the Site Plan for Phase II and Phase III of the amended Planned Development #2002-13, Aston Estates, Farmersville, Texas. The motion carried with a vote of 4 for and Alisha Page abstained.

### PUBLIC HEARING

Chairperson Ratliff opened the public hearing at 6:59 p.m. for public comment regarding the Proposed Future Infrastructure Plan and the Future Land Use Plan for the City of Farmersville and its Extraterritorial Jurisdiction. No one spoke for the proposal. Troy Hill of Farmersville, Texas questioned if the changes would affect County Road 607. City Manager Alan Hein explained that the development for County Road 607 pertains to the Thoroughfare Plan for the City of Farmersville and the current proposal for the Future Infrastructure and the Future land Use Plan will not change the Thoroughfare Plan. Johnny Feagin of Farmersville, Texas spoke against the plan if the proposal would change how his family operates the property. Mr. Hein explained the Future Plans would not affect his property. No other persons spoke for or against the Proposed Future Infrastructure Plan or the Future Land Use Plan for the City of Farmersville and its Extraterritorial Jurisdiction. Public Hearing was closed at 6:36 p.m.

APPROVED FOR RECOMMENDATION TO CITY COUNCIL THE PROPOSED FUTURE INFRASTRUCTURE PLAN AND THE FUTURE LAND USE PLAN FOR THE CITY OF FARMERSVILLE AND ITS EXTRATERRITORIAL JURISDICTION.

Chairperson Leaca Caspari questioned the development of the future plans. Alan Hein explained the Capital Improvements Board developed the plans with information and feedback from the Grantworks study in 2002. Mr. Hein explained the procedures for Grantworks, reviewing information and speaking to all Boards and Commissions before submitting their information to the Capital Improvements Board. Mr. Hein explained the proposed Future Infrastructure Plan and the Future Land Use Plan and how it would affect the City of Farmersville. Robbie Tedford questioned the impact to the residents along County Road 607. Mr. Hein stated this does not affect the property owners unless the property is sold after the plans are adopted. Mr. Hein reiterated that the plans are for the future development. Leaca Caspari inquired regarding development out of the ETJ. Joe Helmberger explained council could not address property that they cannot control. City Manager Alan Hein explained the Future Infrastructure and Future Land Use Plan are for the City Limits and the ETJ and do not relate to the growth of population or development outside of the City limits or the ETJ. Mr. Hein stated once these plans are adopted, any changes would need to be amended by the Commission and Council. On a motion by Leaca Caspari and a second by John Cooper, the Commission approved for recommendation to City Council the request the Proposed Future Infrastructure Plan and the Future Land Use Plan for the City of Farmersville and its Extraterritorial Jurisdiction. The motion carried unanimously.

APPROVED PLANNING AND ZONING MEETING MINUTES FROM SEPTEMBER 19, 2005.

On a motion by a second by Leaca Caspari, the Commission approved the Planning and Zoning meeting minutes from September 19, 2005. Motion carried with a vote of 4 for and John Cooper abstained.

ADJOURNMENT

On a motion by Robbie Tedford and a second by Donald Ledbetter, the Commission adjourned the meeting at 7:13 p.m. The motion carried unanimously.

\_\_\_\_\_  
Larry Ratliff, Chairperson

ATTEST:

\_\_\_\_\_  
Leaca Caspari, Secretary



**FARMERSVILLE CITY COUNCIL  
MEETING MINUTES  
November 8, 2005**

The Farmersville City Council met in regular session on November 8, 2005, 6:00 p.m. in the Council Chamber of City Hall with the following members present: Robbin Lamkin, Stefanie Hurst, Lee Warren, and Don Smith. Staff members present were City Manager Alan Hein, City Secretary Linda Aaron, Police Chief Wayne Pickett, Finance Manager Daphne Hamlin, City Services Coordinator Paula Jackson, City Engineer Joseph Helmberger, and Assistant City Attorney Alan Lathrom.

**CALL TO ORDER, ROLL CALL**

Mayor Lamkin called the meeting to order. Linda Aaron called the roll and announced a quorum was present.

**RECOGNITION OF CITIZENS/VISITORS**

No one spoke to non-agenda items.

**PUBLIC HEARING**

At 6:05 p.m., Mayor Lamkin opened a public hearing to receive public comment on request re-plat Planned Development #2002-13, Aston Estates, Farmersville, TX. Bill Nerwich spoke for re-plating the subdivision to divide the development into three phases as opposed to two phases. No one spoke against the re-plat. Mayor Lamkin closed the public hearing at 6:07 p.m.

**APPROVED RE-PLAT OF PLANNED DEVELOPMENT #2002-13**

On a motion by Lee Warren and a second by Stefanie Hurst, Council approved the proposed re-plat of Planned Development #2002-13, Aston Estate, Farmersville, TX. Motion carried unanimously.

**PUBLIC HEARING**

At 6:09 p.m., Mayor Lamkin opened a public hearing to receive public comment regarding the amended Site Plan of Planned Development #2002-13, Aston Estates, Farmersville, TX. No one spoke for or against the matter. Mayor Lamkin closed the public hearing at 6:10 p.m.

**APPROVED AMENDED SITE PLAN FOR PLANNED DEVELOPMENT #2002-13**

On a motion by Don Smith and a second by Stefanie Hurst, Council approved the amended site plan for Planned Development #2002-13, Aston Estates, Farmersville, TX. Motion carried unanimously.

**PUBLIC HEARING**

Mayor Lamkin asked City Manager Alan Hein to explain the purpose for adopting a Future Land Use Plan and a Future Infrastructure Plan. Mr. Hein explained the future plans, along with the already adopted Future Thoroughfare Plan, create a Comprehensive Plan for the City. A Comprehensive Plan is a projection of where the City sees future growth needs and is used a guideline for future development. A

Comprehensive Plan allows a City to have control as new developments come into the City. The Comprehensive Plan does not constitute zoning regulations or establish zoning district boundaries and will be reviewed by Council on an annual basis for possible modification.

At 6:15 p.m., Mayor Lamkin opened a public hearing to receive public comment regarding the proposed Future Land Use Plan and Future Infrastructure Plan. No one spoke for the proposed plans. The following residents of the City's Extraterritorial Jurisdiction spoke against the proposed plans: Cindy Dickens did not agree with the proposed commercial zoning along State Highway 78 and County Road 607. She feels if the residents in the ETJ are affected by City decisions then representatives from the ETJ should be included on the City Council and other City boards. Woody Baker and Bill Targee were concerned that the residents in the ETJ are not being informed of City decisions. Others who spoke against the proposed plans were Mr. Summerow, and Johnny Feagin. The City Engineer and the City Attorney explained the proposed plans would not affect residents in the ETJ unless their property was annexed into the City, sold and subdivided for development. Mayor Lamkin closed the public hearing at 6:55 p.m.

**ADOPTED ORDINANCE #2005-60 ADOPTING THE FUTURE INFRASTRUCTURE PLAN AND FUTURE LAND USE PLAN**

On a motion by Lee Warren and a second by Stefanie Hurst, Council adopted Ordinance #2005-60 adopting the Future Infrastructure Plan and the Future Land Use Plan. Motion carried unanimously.

**APPROVED RESOLUTION #2005-51**

On a motion by Don Smith and a second by Stefanie Hurst, Council approved the Resolution #2005-51 accepting the resignation of the Place 5 Councilmember. Motion carried unanimously.

**APPOINTMENT OF MAYOR PRO TEM**

On a motion by Stefanie Hurst and a second by Lee Warren, Council appointed Councilmember Don Smith as Mayor Pro Tem. Motion carried unanimously.

**DISCUSSION OF FILLING THE PLACE 5 COUNCIL SEAT**

It was the general consensus of Council to leave the Place 5 Council Seat open until the May, 2006 Elections. The citizens would vote for the replacement at that time.

**APPROVED AGREEMENT FOR DONATION OF PROPERTY**

On a motion by Don Smith and a second by Lee Warren, Council approved the Agreement for Donation of Property between James Foy and the City. Motion carried unanimously.

**ADOPTED ORDINANCE #2005-61 GRANTING NON-EXCLUSIVE FRANCHISE RIGHTS TO TEXAS-NEW MEXICO POWER COMPANY**

On a Motion by Lee Warren and a second by Don Smith, Council adopted Ordinance #2005-61 granting non-exclusive franchise rights to Texas-New Mexico



Power Company to erect, maintain, operate, and remove its facilities within the City of Farmersville. Motion carried unanimously.

#### ADOPTED ORDINANCE #2005-62 AMENDING CODE OF ORDINANCE ARTICLE 3 ANIMAL CONTROL REQUIREMENTS

On a motion by Lee Warren and a second by Stefanie Hurst, Council adopted Ordinance #2005-62 amending Code of Ordinances, Article 3, Animal Control Requirements as cited in Sections 3.101, 3.106, 3.107 and 3.108. Motion carried unanimously.

#### CANCELLED NOVEMBER 22, 2005 AND DECEMBER 27, 2005 CITY COUNCIL MEETINGS

On a motion by Lee Warren and a second by Stefanie Hurst, Council approved the cancellation of the November 22nd and December 27th 2005 Council Meeting. Motion carried unanimously.

#### APPROVED THE PURCHASE OF A NEW POLICE VEHICLE

On a motion by Don Smith and a second by Lee Warren, Council approved the purchase of a new police vehicle. Motion Carried unanimously.

#### APPROVED CONSENT AGENDA

On a motion by Stefanie Hurst and a second by Don Smith, Council approved the consent agenda items as presented. Motion carried unanimously.

#### FARMERSVILLE ECONOMIC DEVELOPMENT (4A) REPORT

Robbin Lamkin reported that 4A is in the process of developing a plan for expansion of the Industrial Park. The project would be a joint venture between 4A, the City and Tony Ewing of Advanced Fixtures

#### FARMERSVILLE COMMUNITY DEVELOPMENT (4B) REPORT

4B Chairperson Don Smith handed out 4B financial report. Mr. Smith reported that 4B is currently working with the City to install new lights on Main Street from College Street to Farmersville Parkway. 4B is also helping to fund the renovation of the Spain Athletic Complex. The next 4B meeting is scheduled for Monday, November 14th at 5:45 p.m.

#### POLICE DEPARTMENT REPORT

Police Chief Wayne Pickett reported that two officers were scheduled to attend classes on Crime Prevention Neighborhood Watch Programs, and Sex Offender Monitoring.

#### STATUS OF THE CITY

City Manager Alan Hein reported the following: The renovation of the Athletic complex is complete; Chaparral Trails - base material has been laid and due to the recent increase in the cost of asphalt Mr. Hein is checking with the County about using concrete instead of asphalt. The HOME Grant is complete and turned out to be a great success. Farmersville Parkway Phase III has been started. Brookshire/Steenson

development located at Hwy 380 and CR 607, has started boring under US Hwy 380 for utilities. The City expects to start laying the water line to the Highland Point Subdivision. Joe Helmberger has been retained to review and rewrite the City's Subdivision Ordinance. The City did not receive the Collin County Open Space Grant. The City Auditor will be in the office on November 21 through November 23 auditing the City financial records. Cap Rock Energy sold its stock to LBG Investments. LBG say they are not looking to make any changes at this time.

**DISCUSSION OF FUTURE AGENDA ITEMS**

The Mayor notified Council that the City received two awards from Texas Downtown Association - Audie Murphy Day received an award for Best Promotional Event, Small Town, and May's Appliance Store received an award for Best Rehabilitation. Councilman Lee Warren reported Jim Foy's house received Historical Status from the Texas Historical Society.

No items were brought forward for future meetings.

**ADJOURNMENT**

On a motion by Lee Warren and a second by Don Smith, Council adjourned the meeting at 7:23 p.m. Motion carried unanimously.

APPROVED

\_\_\_\_\_  
Robbin H. Lamkin, Mayor

ATTEST

\_\_\_\_\_  
Linda Aaron, City Secretary

**CITY OF FARMERSVILLE**

**ORDINANCE #2002-13**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE #98-01, AS HERETOFORE AMENDED, TO ZONE 13.05 ACRES AS HEREINAFTER DESCRIBED; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Secretary of Farmersville, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Farmersville and laws of the State of Texas, at a meeting of the City Council, held on the 11<sup>th</sup> day of December, 2001, for the purpose of considering a change in the Zoning Ordinance; and,

**WHEREAS**, the City Secretary of said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Farmersville, Texas, at least fifteen (15) days prior to the time set for such hearings; and,

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, the 11<sup>th</sup> day of December, 2001; and,

**WHEREAS**, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and as well, the owners and occupants thereof, and the City generally;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE:**

**SECTION I.** The Comprehensive Zoning Ordinance #98-01, as the same has been heretofore amended, is hereby further amended so as to assign Planned Development-Residential Development zoning to the following described property:

Situated in the W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being a portion of that certain 13.05 acre tract, now, or formerly in the name of Joe Aston, Jr., as described in Volume 564, at page 435, of the Deed Records in Collin County, Texas, being more particularly described in Exhibit "A".

**SECTION II.** The following are adopted in conjunction with this zoning:

- a) The "Site Plan" document submitted by the developer and dated December 17, 2001, is hereby attached as Exhibit B and made a part hereof.
- b) Conditions as described on Exhibit C hereto are incorporated and made a part hereof.
- c) A monetary sum for parks and other public uses as described in Section 6.2 of Subdivision Ordinance #98-02, in the amount of three thousand dollars (\$3000.00) will be provided to the City.
- d) Except as specifically indicated otherwise on the "Site Plan" or the exhibits attached hereto, all requirement of the Subdivision Ordinance #98-02 and the Zoning Ordinance #98-01 shall remain in full force and effect as set forth for Zoning District SF - 3.

**SECTION III.** It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

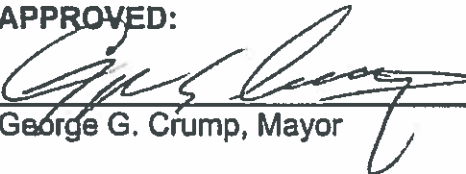
**SECTION IV.** All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**SECTION V.** It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**SECTION VI.** This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

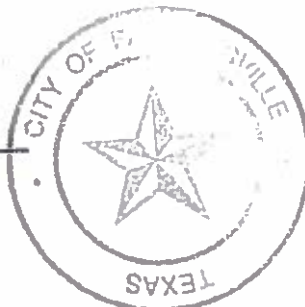
**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS** on this the 12<sup>th</sup> day of March, 2002.

**APPROVED:**

  
George G. Crump, Mayor

**ATTEST:**

  
Sandra B. Jaco, City Secretary



## EXHIBIT A

Situated in the W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being a portion of that certain 13.05 acre tract, now, or formerly in the name of Joe Aston, Jr., as described in Volume 564, at page 435, of the Deed Records in Collin County, Texas, and being more particularly described by metes and bounds to wit:

BEGINNING at a 5/8 inch diameter rebar found in the south right-of-way line of Sycamore Street, 50 feet wide, and being the northwest corner of Outlot 1 of the L. F. Gaddy Addition to the Town of Farmersville, per plat of record in Volume 413, at Page 433, among the Map Records of said County and state, for the northeast corner hereof and of said 13.05 acre tract;

THENCE, leaving said right-of-way line and continuing in a generally southerly direction with the west line of said addition, being common with said 13.05 acre tract, the following seven (7) courses and distances

- 1) South 00 degrees 50 minutes 50 seconds West, a distance of 100.24 feet to a 1 inch diameter iron pipe found for an ell corner hereof
- 2) North 89 degrees 41 minutes 58 seconds East, a distance of 152.00 feet to a 1/2 inch diameter rebar found at the common corner of Lot 1 and of Lot 2 of said Addition
- 3) South 00 degrees 51 minutes 56 seconds West, a distance of 500.15 feet to a 5/8 inch diameter rebar set an ell corner hereof, being common with Lot 6, Lot 7, and Outlot 2 of said Addition
- 4) South 89 degrees 41 minutes 58 seconds West, a distance of 77.02 feet to a 5/8 inch diameter rebar set at an ell corner of said Outlot 2
- 5) South 00 degrees 51 minutes 56 seconds West, a distance of 100.03 feet to a 5/8 inch diameter rebar set at an ell corner of said Outlot 2
- 6) North 89 degrees 41 minutes 58 seconds East, a distance of 77.02 feet to a 5/8 inch diameter rebar set at an ell corner of said Outlot 2, being common with said Lot 7 and of Lot 8 of said Addition, and,
- 7) South 00 degrees 51 minutes 56 seconds West, a distance of 98.93 feet

to a 1 inch diameter iron pipe found at the northeast corner of the Gaddy West Addition to the Town of Farmersville, per plat of record in Volume 3, at Page 116, among the Map Records of said county and state for the southeast corner hereof;

THENCE, leaving said line and continuing in a westerly direction with the north line of said Gaddy West Addition, being common with said 13.05 acre tract, the following three (3) courses and distances

- 1) South 89 degrees 17 minutes 49 seconds West, a distance of 113.62 feet to a 1/2 inch diameter rebar found at an ell corner of Lot 1, Block "F", of said Gaddy West Addition

- 2) South 01 degrees 14 minutes 34 seconds West a distance of 9.13 feet to a 5/8 inch diameter rebar found at the northeast corner of Jouette Street, 50 feet wide, and,
- 3) South 89 degrees 38 minutes 36 seconds West, a distance of 609.07 feet

to a 5/8 inch diameter rebar set for the southwest corner hereof;

THENCE, leaving said line and entering and continuing in a northerly direction with the Barbara Whitsell Tract as recorded in Volume 899, Page 362 among the Map Records of said county and state, common with said 13.05 acre tract, North 00 degrees 16 minutes 38 seconds West, a distance of 813.73 feet to a 5/8 inch diameter rebar set in said south right-of-way line, for the northwest corner hereof;

THENCE, continuing in a easterly direction with said right-of-way line, North 89 degrees 54 minutes 28 seconds, West, a distance of 586.85 feet to the POINT OF BEGINNING and containing within said boundaries, 568,640 square feet or 13.05 acres of land.

## EXHIBIT C

### RESTRICTIVE COVENANTS

THE STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN )

THAT WHEREAS, BILJO, INC., OWNER OF ASTON ESTATES, hereinafter called declarant, being owners of a tract of land situated in Farmersville, Collin County, Texas, part of the following surveys: W. B. Williams Survey, Abstract No. 952 in Collin County, Texas, and being the land conveyed to Joe Aston Jr. in Deed recorded in volume 564 page 435, of the Deed Records for Collin County, Texas, and containing 13.05 acres, more or less. Being more particularly described as ASTON ESTATES according to the map or plat thereof recorded in cabinet \_\_\_\_\_, page \_\_\_\_\_, of the Map of Records of Collin County, Texas, that said declarants, the owners of said tract of land, hereby place the following restrictions on the property described in section 1.2 hereof:

#### ARTICLE I

Section 1.1 Definitions. The following words, when used in this Declaration or supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

a. "ASTON ESTATES" shall mean and refer to the development located on the Property subject to this Declaration as described in Exhibit "A" attached hereto and for all purposed made a part hereof.

b. "Declarant" shall mean and refer to BILJO, INC., Owner of ASTON ESTATES, a Texas Corporation may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations hereunder, are and shall be assignable, but only in writing, duly executed and notarized and recorded in the Land Records of Collin County, Texas.

c. "Property" shall mean and refer to real property described in Section 1.2 hereof and any and all improvements thereon as are subject to this declaration.

d. "Homestead" shall mean and refer to any plot or tract of land shown on the plat of the Property filed or to be filed by Declarant in the Map Records of Collin County, Texas, and any amendments thereto, together with any and all improvements that are now or may hereafter be placed or constructed thereon, and subject to any easements, restrictions, reservations or other encumbrances burdening same.

e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee and simple title to any Homestead, including the Declarants, but excluding any person or entity having an interest in a Homestead merely as security for performance of any obligation.

f. "Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement exceeding \$5,000.00 in cost which may not be included in any of the foregoing. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expensed in the maintenance of residential property and which does not change exterior colors or exterior appearances.

Section 1.2 Property Subject to Declaration. The real property covered by this Declaration shall be and include the surface estate only in and to all Homestead(s) of ASTON ESTATES located in the City of Farmersville, Collin County, Texas, according to the Map or plat thereof recorded in Cabinet \_\_\_\_\_, page \_\_\_\_\_, of Map Records of Collin County, Texas, incorporated herein by reference for all purposes, together with any future Homestead(s) located on any real property added to the ASTON ESTATES through amendments to such Map, subsequent recorded plats, and amendments to this Declaration and together with any and all Improvement(s) located thereon. The Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions and charges set forth herein.

RESTRICTIVE COVENANTS - page one

EXHIBIT C, Page 1

## ARTICLE II

### BUILDING & ARCHITECTURAL COMMITTEE

Section 2.1 Function. No improvement, as that term is defined in Section 1.1.g. above, shall be erected, constructed, placed or altered on any portion of Property until plans and specifications in such form and detail as the Building and Architectural Control Committee may deem necessary, and shall have been submitted to and approved in writing by such committee. The decision of the Building and Architectural Control Committee shall be final, conclusive and binding upon the applicant. The committee shall consist of the officers of BILJO, INC. or their successors, or appointees as determined by them.

Section 2.2 Content of plans and specifications. Prior to the construction of any improvement(s), two sets of plans and specifications shall be submitted to the Building and Architectural Control Committee, BILJO, INC., P.O. Box 857, Farmersville, Texas 75442, and shall include the following: (i) structural design (including floor plan), (ii) exterior elevations, (iii) exterior material, colors, textures and shapes.

Section 2.3 Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of size dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

Section 2.4 Failure to Act. If the Building and Architectural Control Committee fails to approve or disapprove submitted plans and specifications or reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, except that the Building and Architectural Control Committee shall have no right or power, by failure to act, to waive or approve any substantial deviations from the restrictions and covenants set forth herein, as is more specifically set out in Article IV hereof.

Section 2.5. Clarification. For purposes of clarification in this Declaration, all references to the Building & Architectural Control Committee shall simply refer to the "Committee".

Section 2.6. Additional Committees. Declarants shall have the right and the power to create additional committees to serve as landscape or management committees and delegate responsibility to such committees. Such committees shall serve for a period of time designated by Declarants, their heirs, successors or assigns.

Section 2.7 Limitation of Liability. Neither the Committee nor any sub-committee nor any member thereof shall be liable in damages or otherwise to anyone submitting plans or specifications for approval or to any Owner or to any other party by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with: (i) the approval or disapproval or failure to approve or disapprove any plans or specifications, or (ii) the performance or non-performance by the committee or sub-committee of any of its duties hereunder.

## ARTICLE III

### PROTECTIVE COVENANTS

Section 3.1. Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the Property and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

a. Residential use. All Homestead(s) shall be used for residential purposes only, with the following additional restrictions and stipulations:

(1) No trailer, basement, tent, shack, or garage erected or placed on any Homestead or any vehicle or any kind placed on any Homestead shall be used as either a permanent or temporary residence or dwelling.

(2) No outbuildings or garage on any Homestead shall be lived in as a home.

(3) No temporary structure of any kind shall be erected or placed on any Homestead and in no event shall any residential dwelling upon any Homestead be occupied until occupancy permit has been issued and no such "occupancy permit" will be issued until said dwelling has been fully completed in accordance with plans and specifications approved by the committee.

(4) No part of any Homestead shall be used for business purposes or for any purpose other than a private residence with the customary outbuildings and garage.

RESTRICTIVE COVENANTS - page two

EXHIBIT C, Page 2



(5) Notwithstanding any of the above restrictions to the contrary, Declarants shall have the right to use any Homestead owned by Declarants for erection and operation of sales office, a construction office, and/or model homes.

b. Use Limitations. The following uses of Homestead(s), tracts or parcels of land in the Property are not permitted:

- (1) Any prohibited use set out in section 3.1.a above.
  - (2) Any use of a Homestead or portion thereof for a residence other than one (1) detached single family residence per Homestead, which detached single family residence may not exceed two (2) stories in height or, unless otherwise approved in writing by the Committee, have for the use thereof more than one (1) private garage.
  - (3) Any use which generally constitutes a nuisance or which involves a noxious odor, excessive emission of smoke, dust, steam, or vapor or any excessive noise level.
  - (4) Any use involving further subdividing of Homestead(s), tracts or parcels without the prior written approval of the Committee.
  - (5) Any use involving the keeping on any Homestead of any animals or domestic fowl shall comply with the provisions of section 3.1.c. Hereof, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.
  - (6) Any use or maintenance of any Homestead as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in sanitary condition.
  - (7) Unless otherwise approved in writing by the Committee, no radio television tower or antenna shall be constructed or erected on any Homestead which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Homestead (including chimneys) or extends higher than thirty-five (35) feet from the ground level of the Homestead if such tower or antenna is not attached to such residential structure.
  - (8) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicles operated by guests of Owner(s) may be temporarily parked on the street during the hours of parties or other similar functions sponsored by Owner(s). No trucks (with size designation of greater than one ton), boats, trailers, recreational vehicles, or other similar large vehicles, shall ever be parked or stored on front yards of Homestead(s) or on side yards of Homestead(s) adjacent to streets, where corner Homestead(s) are involved. Automobiles and light trucks (with a size designation of one ton or less) may be parked on front and side yards of Homestead(s), but may not be permanently stored on front or side yards of Homestead(s). Outside storage for all vehicles must be located in the back yard of Homestead(s). No vehicles of any size which transports flammable or explosive cargo may be kept on the property at any time. No vehicle of any size that is non-functional and inoperable may be kept on the premises.
  - (9) All residences or other structures constructed or erected upon any Homestead shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Homestead, provided, however, that with the express prior written approval of the Committee, an Owner may transport or locate prefabricated storage buildings on the Homestead.
  - (10) No communication receiving or transmitting device or equipment shall be used on any Homestead which interferes with the television reception on any other Homestead without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Committee.
- c. Side Line and Front Line Set - Back Restrictions.
- (1) All residences or dwellings erected or placed on any Homestead shall face the front road or street adjacent to the Homestead as shown on the plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by declarants. No structure of any kind, residential or otherwise, shall be constructed within ten (10) feet from any rear lot line or within ten (10)% of any side lot line, and all such structures shall be constructed behind the front building lines as shown on the recorded plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by the Declarants. Placement of all dwellings and structures must be submitted with plans and approved by the Committee.

(2) Exception to c.1. above, concerning eight (8) lots to be used for Town Homes, being the eight lots with backs to Sycamore Street, being forty (40) feet in width. These lots to have zero lot lines, except for street set backs as shown on plat.

d. Construction Term. If a residence is not completed on any Homestead on or before twelve (12) months from the beginning date of construction, the owner will pay to Declarants for each such Homestead the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages to Declarants. Declarants shall have the right to grant extensions of the aforesaid nine (9) month period from time to time in Declarants' discretion for reasonable cause.

e. Signs. No signs of any kind shall be displayed to public view on any Homestead with the following exceptions:

- (1) One (1) professional sign of not more than six (6) square feet advertising the Homestead for sale.
- (2) Not more than two (2) signs used by a builder to advertise the Homestead during the construction and sale of a residence thereon.
- (3) any sign used by the Declarants for sale or advertising purposes.

f. Illegal Trade. No illegal activity of any kind shall be carried on upon the Homestead.

g. Landscaping. Landscaping will:

(1) Be required on all Homestead(s) contemporaneously with completion of other Improvements, but in no event later than one hundred eighty (180) days after first occupancy or completion of Improvement(s), whichever is first to occur.

(2) Comply with and conform to the following:

- a. May not obstruct sight lines at streets or driveway intersections. Specifically, no hedge or shrub which obstructs sight lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Homestead within the triangular area formed by the street property lines and the lines connecting them at points twenty (20) feet from the intersection of the street right-of-way lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any Homestead within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.
- b. Preserve existing trees to the extent practical.
- c. Permit reasonable access to public and private utility lines and easements for installation and repair.
- d. May not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Committee.
- e. Any Homestead purchased but left vacant shall be mowed and maintained at all times. In accord with the City of Farmersville, ordinances.

h. Construction standards.

- (1) All home must have composition shingle roofs. Approval to use other material must be obtained in writing from the committee.
- (2) (a) The total habitable floor area of the main structure on each Homestead shall have the following minimum square footage exclusive of porches, stoops, terraces, and garages: (i) single story residences - 1200 square feet and (ii) two story residences - 1600 square feet.
- (2) (b) All foundations must be concrete slab or standard pier and beam with outside concrete beam unless otherwise approved by the Committee. All foundation plans must be presented and approved with the house plans.

- (3) Driveways shall be constructed of concrete, and shall be completed before occupancy of the dwelling on the Homestead for which the driveway is being built. All approaches and culverts connecting the driveway and street shall be approved for design and materials by the Committee.
- (4) All structures shall be constructed of new material or material approved by the Committee, and be of 60% masonry construction unless otherwise approved by the Committee.
- (5) All utility services to the residence on each Homestead shall be installed entirely underground from the residence on such Homestead to the front or rear boundary line of such Homestead as the case may be, provided, however, that if existing utility lines or connections are located on a Homestead at a place other than the front or rear boundary line of such Homestead, then such utility services shall be installed entirely underground from the residence to such existing lines or connections.
- (6) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached thereto, and any structure placed within any street right-of-way, shall be subject to the prior approval of the Committee.
- i. Miscellaneous Restrictions.
- (1) No hunting or shooting of firearms is allowed on any Homestead.
- (2) No motorcycles, minibikes or off - road vehicles shall be permitted to use any part of the Property other than the streets and driveways provided therein and, with an Owner's permission, the Homestead of an Owner.

#### ARTICLE IV

##### MAINTENANCE

Section 4.1. Duty of Maintenance. Owner(s) and occupants (including lessees) of any Homestead shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Homestead so owned or occupied, including but not limited to improvement(s), grounds or drainage easements or other rights-of-ways located thereon or incident thereto, in a well maintained state and a clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following: (i) prompt removal of all litter, trash, refuse and wastes; (ii) lawn mowing as necessary to maintain lawns in a trimmed and orderly condition; (iii) tree and shrub pruning as necessary to maintain a neat appearance; (iv) watering sufficient to keep landscaping green; (v) keeping the parkway area between Homestead lines and adjoining streets mowed and clean; (vi) keeping areas and driveways in good repair; (vii) complying with governmental health requirements; (viii) repair of any exterior damage to improvement(s); and (ix) except as otherwise necessary on days of collection, keeping garbage containers placed so as not to be visible from the street or any Homestead.

Section 4.2. Enforcement. If the Committee determines, in its sole discretion, that the Owner or occupant (including lessees) of any Homestead has failed to abide by the duty of maintenance set forth in the above Section 4.1., the Committee shall have the right, but not the obligation, to enter upon such Homestead and to perform or cause to be performed such maintenance and to assess such Owner or occupant for any expenses so incurred. In order to secure the payment of any such assessments, together with interest thereon at the highest rate then permitted by applicable Texas or Federal law from the date of such assessment until paid, together with all of the costs, including reasonable attorney's fees, of collecting same, a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any and all improvements located thereon and is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Committee or any member of such Committee or by any Owner on behalf of such Committee or by the Association. Any such lien shall be deemed subordinate and inferior to the liens of any mortgage which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Homestead. The collection of any such assessment, including such interest and costs may, in addition to any other applicable method in law in equity, be enforced by suit for a money or judgment or collected out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law. Each such assessment including such interest and costs of collection, also shall be the continuing personal obligation of the Owner and, if applicable, the occupant of any such Homestead at the time when the violation leading to such assessment occurred. Each and every Owner of any Homestead, by the acceptance of a deed or other conveyance of any Homestead, shall be deemed to covenant and agree, for and on behalf of such Owner and any occupant occupying such Owner's Homestead by license of such Owner, to pay any such assessment.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. Duration. This Declaration and the covenants and restrictions set forth herein shall run with and bind the Property, subject to the provisions of Sections 5.2, 5.3 and 5.4 here of, and shall inure to the benefit of every Owner of every Homestead, and their respective legal representatives, personal representatives, devisees, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including \_\_\_\_\_. However, at such time, the covenants and restrictions shall be extended automatically for a period of ten (10) additional years unless by a sixty-six and two-thirds per cent (66 2/3%) vote of the Owner(s) the restrictions are revoked or amended. The covenants and restrictions shall continue automatically for additional ten (10) year periods unless altered, specified herein. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given by the Committee to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 5.2 Amendment. Any article of this Declaration may be amended in the following manner:

a. After one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or after \_\_\_\_\_, (or an earlier date designated by Declarants), whichever is first to occur, those persons or legal entities who own Homestead(s) shall, by sixty-six & two-thirds per cent (66 2/3%) vote, have exclusive power and right to amend any article hereof. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when instrument is filed of record in the Deed Records of Collin County, Texas with signatures of the requisite number of Owner(s).

Section 5.3. Deviation from Restrictions and Covenants.

a. Any substantial deviation from present form or the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:

(1) Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until \_\_\_\_\_, (or an earlier date designated by Declarants), whichever is first to occur, Declarants shall have the exclusive power and right to allow substantial deviations and such right and power must be exercised in writing.

(2) After one hundred percent (100%) of Homestead(s) have been sold to persons or legal entities not affiliated with or controlled by Declarants, or after \_\_\_\_\_, (or an earlier date designated by Declarants), whichever is first to occur, Owner(s) shall by sixty-six & two-thirds per cent (66 2/3%) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting.

b. During the existence of this Declaration, as from time to time supplemented or amended, the Committee and any sub-committee formed pursuant hereto, shall have the exclusive power and right to allow minor deviations from the present form of or the specific and general intentions and purposes of the restrictions and covenants set forth herein.

Section 5.4. Enforcement. The restrictions and covenants set out in this Declaration shall be enforced as follows:

a. Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until \_\_\_\_\_, (or an earlier date designated by Declarants), whichever is first to occur, Declarants through their duly designated representatives or through the Committee appointed by Declarants, shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

b. After one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarants, or after \_\_\_\_\_, (or an earlier date designated by Declarants), whichever is first to occur, the Owner of any Homestead may (but only after the then Owner(s) of other Homestead(s) have by two-thirds (2/3) vote approved such action) bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such violation. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting, including the name of the alleged violator and detailed description of alleged violation. Any legal or other expenses incurred incident to such legal action shall be born by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

Section 5.5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court or competent jurisdiction to be illegal, null or void, such provision shall be fully severable and remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.6. Notice. Whenever written notice to the Owner(s) is permitted or required hereunder, such notice shall be given by Declarants, the Committee or by any appropriate sub-committee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Committee ( and as furnished to the Committee by such Owner(s) ). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, whether received by addressee or not.

Section 5.7. Headings. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 5.8. Effective Violation of Covenants on Existing Liens. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way effect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

SIGNED this \_\_\_\_\_ Day of \_\_\_\_\_, 2001

DECLARANT:

\_\_\_\_\_  
BILJO, INC.

WILLIAM J. NERWICH VP

THE STATE OF TEXAS )  
COUNTY OF COLLIN)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William J. Nerwich, Vice President for BILJO, INC., 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 consideration therein expresses, in the capacity therein stated, and as the act and deed of Aston Estates

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Notary Public in and for State of Texas

\_\_\_\_\_  
(Typed or printed name of Notary)

My commission expires \_\_\_\_\_

Address of Declarants:  
BILJO, INC.  
P.O. BOX 857  
Farmersville, TX 75442

2002- 0019389

05100 04872

# RESTRICTIVE COVENANTS

THE STATE OF TEXAS )

COUNTY OF COLLIN )

KNOW ALL MEN BY THESE PRESENTS

THAT WINIFRAS, RJLJO, INC., OWNER OF ASTON ESTATES, hereinafter called declarant, being owners of a tract of land situated in Farmersville, Collin County, Texas, part of the following survey: W.M. Williams Survey, Plat No. 912 in Collin County, Texas, and being the land conveyed to Joe Aston Jr. in deed recorded in volume 364 page 211 of the third Record in Collin County, Texas, and containing 12.85 acres, more or less. Being more particularly described as ASTON ESTATES according to the map or plat thereof recorded in cabinet \_\_\_\_\_, page \_\_\_\_\_, of the Map of Records of Collin County, Texas, that said declarant, the owners of said tract of land, hereby place the following restrictions on the property described in Section 1.2 hereof:

## ARTICLE I

Section 1.1 Definitions. The following words, when used in this Declaration or supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

a. "ASTON ESTATES" shall mean and refer to the development located on the Property subject to this Declaration as described in Exhibit "A" attached hereto and for all purposes shall be a part hereof.

b. "Declarant" shall mean and refer to WINIFRAS, RJLJO, INC., Owner of ASTON ESTATES, a Texas Corporation may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations hereunder, are and shall be assignable but only in writing, duly executed and notarized and recorded in the Land Records of Collin County, Texas.

c. "Property" shall mean and refer to real property described in Section 1.2 hereof and any and all improvements thereon are subject to this declaration.

d. "Homestead" shall mean and refer to any plot or tract of land shown on the plat of the Property filed or to be filed by Declarant in the Map Records of Collin County, Texas, and any encumbrances thereto, together with any and all improvements that are now or may hereafter be placed or constructed thereon, and subject to any easements, restrictions, reservations or other encumbrances burdening same.

e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee and simple title to any Homestead, including the Declarant, but excluding any person or entity having no interest in a Homestead merely as a guarantor for performance of any obligation.

f. "Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement exceeding \$5,000.00 in cost which may not be included in any of the foregoing. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expected in the maintenance of residential property and which does not change exterior color or exterior appearance.

Section 1.2 Property Subject to Declaration. The real property covered by this Declaration shall be and include the portion estate only in and to all Homestead(s) of ASTON ESTATES located in the City of Farmersville, Collin County, Texas, according to the Map or plat thereof recorded in Cabinet \_\_\_\_\_, page \_\_\_\_\_, of Map Records of Collin County, Texas, incorporated herein by reference for all purposes, together with any future Homestead(s) located on any real property added to the ASTON ESTATES through amendments to such Map, subsequent recorded plats, and amendments to this Declaration and together with any and all improvement(s) located thereon. The Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions and charges set forth herein.

RESTRICTIVE COVENANTS - page one

## ARTICLE II

### BUILDING & ARCHITECTURAL COMMITTEE

Section 2.1 Function. No improvement, as that term is defined in Section 1.1.g. above, shall be erected, constructed, placed or altered on any portion of Property until plans and specifications in such form and details the Building and Architectural Control Committee may deem necessary, and shall have been submitted to and approved in writing by such committee. The decision of the Building and Architectural Control Committee shall be final, conclusive and binding upon the applicant. The committee shall consist of the officers of HBJA, INC. or their successors, or appointees as determined by them.

Section 2.2 Content of plans and specifications. Prior to the construction of any improvement(s), in a set of plans and specifications shall be submitted to the Building and Architectural Control Committee, HBJA, INC., P.O. Box 857, Fort Worth, Texas 76112, and shall include the following: (i) structural design (including floor plan), (ii) exterior elevations, (iii) exterior material, colors, textures and shapes.

Section 2.3 Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of size dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and terraces to neighboring sites, compliance with applicable governmental requirements, and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

Section 2.4 Failure to Act. If the Building and Architectural Control Committee fails to approve or disapprove submitted plans and specifications or rejects them as being inadequate within forty (40) days after substantial thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, except that the Building and Architectural Control Committee shall have no right or power, by failure to act, to waive or approve any substantial deviations from the restrictions and covenants set forth herein, as is more specifically set out in Article IV hereof.

Section 2.5 Clarification. For purposes of clarification in this Declaration, all references to the Building & Architectural Control Committee shall simply refer to the "Committee".

Section 2.6 Additional Committees. The Committee shall have the right and the power to create additional committees to serve as task force or management committees and delegate responsibility to such committees. Such committees shall serve for a period of time designated by the Committee, their heirs, successors or assigns.

Section 2.7 Limitation of Liability. Neither the Committee nor any sub-committee nor any member thereof shall be liable in damages or otherwise to any one submitting plans or specifications for approval or to any Owner or to any other party by reason of mistake or judgment, negligence or non-feasance arising out of or in connection with (i) the approval or disapproval or failure to approve or disapprove any plans or specifications, or (ii) the performance or non-performance by the Committee or sub-committee of any of its duties hereunder.

## ARTICLE III

### PROTECTIVE COVENANTS

Section 3.1. Covenants Applicable to the Property. The following provisions shall be applicable to any and all construction on, alterations and additions to, or use of the Property and all improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

a. Residential use. All Homestead(s) shall be used for residential purposes only, with the following additional restrictions and stipulations:

- (1) No trailer, basement, tent, shack, or garage erected or placed on any Homestead or any vehicle of any kind placed on any Homestead shall be used as either a permanent or temporary residence or dwelling.
- (2) No outbuildings or garage on any Homestead shall be lived in as a home.
- (3) No temporary structure of any kind shall be erected or placed on any Homestead and in no event shall any residential dwelling upon any Homestead be occupied until occupancy permit has been issued and no such "occupancy permit" will be issued until said structure has been fully completed in accordance with plans and specifications approved by the committee.
- (4) No part of any Homestead shall be used for business purposes or for any purpose other than a private residence with the necessary outbuildings and garage.

(5) Notwithstanding any of the above restrictions to the contrary, Declarants shall have the right to use any Homestead owned by Declarants for erection and operation of sales office, a construction office, and/or model homes.

b. Use Limitations The following uses of Homestead(s), tenets or parcels of land in the Property are not permitted:

(1) Any prohibited use set out in section 2.1.a above.

(2) Any use of a Homestead or portion thereof for a residence other than one (1) detached single-family residence per Homestead, which detached single family residence may not exceed two (2) stories in height or, unless otherwise approved in writing by the Committee, more for the use thereof more than one (1) private garage.

(3) Any use which generally constitutes a nuisance or which involves a noxious odor, excessive emission of smoke, dust, steam, or vapor or any excessive noise level.

(4) Any use involving further subdividing of Homestead(s), tenets or parcels without the prior written approval of the Committee.

(5) Any use involving the keeping on any Homestead of any animals (or domestic fowl) shall comply with the provisions of section 3.1.c. Hereof, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose.

(6) Any use or maintenance of any Homestead as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sealed containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in sanitary condition.

(7) Unless otherwise approved in writing by the Committee, no radio television tower or antenna shall be constructed or erected on any Homestead which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Homestead (including chimneys) or extends higher than thirty-five (35) feet from the ground level of the Homestead if such tower or antenna is not attached to such residential structure.

(8) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicles operated by guests of Owner(s) may be temporarily parked on the street during the hours of parties or other similar functions sponsored by Owner(s). No trucks (with size designation of greater than one ton), boats, trailers, recreational vehicles, or other similar large vehicles, shall ever be parked or stored on front yards of Homestead(s) or on side yards of Homestead(s) adjacent to streets, where corner Homestead(s) are involved. Automobiles and light trucks (with a size designation of one ton or less) may be parked on front and side yards of Homestead(s), but may not be permanently stored on front or side yards of Homestead(s). Outside storage for all vehicles must be located in the back yard of Homestead(s). No vehicles of any size which transports flammable or explosive cargo may be kept on the property at any time. No vehicle of any size that is non-functional and inoperable may be kept on the premises.

(9) All residences or other structures constructed or erected upon any Homestead shall be of new construction and in no event shall any prefabricated or existing structures be moved onto any Homestead, provided, however, that with the express prior written approval of the Committee, an Owner may transport or locate prefabricated storage buildings on the Homestead.

(10) No communication receiving or transmitting device or equipment shall be used on any Homestead which interferes with the television reception on any other Homestead without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Committee.

c. Side Line and Front Line Set - Back Restrictions.

(1) All residences or dwellings erected or placed on any Homestead shall face the front road or street adjacent to the Homestead as shown on the plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by declarants. No structure of any kind, residential or otherwise, shall be constructed within ten (10) feet from any rear lot line or within ten (10) feet of any side lot line, and all such structures shall be constructed behind the front building lines as shown on the recorded plat or as prescribed in the deed from Declarants conveying the same, unless otherwise required by the Declarants. Placement of all dwellings and structures must be submitted with plans and approved by the Committee.



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(2) Exception to c. 1. above, concerning eight (8) lots to be used for Pailo Homes, being the eight lots with backs to Sycamore Street, being forty (40) feet in width. These lots to have zero lot lines, except for street set backs as shown on plat.

d. Construction Term. If a residence is not completed on any Homestead on or before twelve (12) months from the beginning date of construction, the owner will pay to Declarants for each such Homestead the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages to Declarants. Declarants shall have the right to grant extensions of the aforesaid nine (9) month period from time to time in Declarants' discretion for reasonable cause.

e. Signs. No signs of any kind shall be displayed in public view on any Homestead with the following exceptions:

- (1) One (1) professional sign of not more than six (6) square feet advertising the Homestead for sale.
- (2) Not more than two (2) signs used by a builder to advertise the Homestead during its construction and sale of a residence thereon.
- (3) any sign used by the Declarants for sale or advertising purposes.

f. Illegal Trade. No illegal activity of any kind shall be carried on upon the Homestead.

g. Landscape. Landscaping with:

- (1) Be required on all Homesteads prior to completion of other improvements, but in no event later than one hundred eighty (180) days after first occupancy or completion of improvement (s), whichever is first to occur.
- (2) Comply with and conform to the following:

a. May not obstruct sight lines at streets or driveway intersections. Specifically, no hedge or shrub which obstructs sight lines between elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Homestead within the triangular area formed by the street property lines and the lines connecting them at poles twenty (20) feet from the intersection of the street right-of-way lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply to any Homestead within ten (10) feet of the intersection of any driveway with a public street. No trees shall be permitted to remain in place at distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.

b. Preserve existing trees to the extent practical.

c. Provide reasonable access to public and private utility lines and easements for installation and repair.

d. May not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Committee.

e. Any Homestead purchased but left vacant shall be mowed and maintained at all times. In accord with the City of Farmersville, ordinances.

h. Construction standards.

- (1) All home must have composition shingle roofs. Approval to use other material must be obtained in writing from the committee.
- (2) (a) The total habitable floor area of the main structure on each Homestead shall have the following minimum square footage exclusive of porches, stoops, terraces, and garages: (i) single story residences - 1200 square feet and (ii) two story residences - 1600 square feet.
- (2) (b) All foundations must be concrete slab on standard pier and beam with outside concrete beam unless otherwise approved by the Committee. All foundation plans must be presented and approved with the house plans.

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(3) Driveways shall be constructed of concrete, and shall be completed before occupancy of the dwelling on the Homestead for which the driveway is being built. All approaches and culverts connecting the driveway and street shall be approved for design and materials by the Committee.

(4) All structures shall be constructed of new material or material approved by the Committee, and be of 60% masonry construction unless otherwise approved by the Committee.

(5) All utility services to the residence on each Homestead shall be installed entirely underground from the residence on such Homestead to the front or rear boundary line of such Homestead as the case may be. Provided, however, that if existing utility lines or connections are located on a Homestead at a place other than the front or rear boundary line of such Homestead, then such utility services shall be installed entirely underground from the residence to such existing lines or connections.

(6) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached thereto, and any structure placed within any street right-of-way shall be subject to the prior approval of the Committee.

#### I. Miscellaneous Restrictions.

(1) No hunting or shooting of firearms is allowed on any Homestead.

(2) No motorcycles, minibikes or off-road vehicles shall be permitted to use any part of the Property other than the streets and driveways provided therein and, with an Owner's permission, the Homestead of an Owner.

#### ARTICLE IV

#### MAINTENANCE

Section 4.1. Duty of Maintenance. Owner(s) and occupants (including lessees) of any Homestead shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Homestead so owned or occupied, including but not limited to improvement(s), grounds or drainage easements or other right-of-ways located thereon or adjacent thereto, in a well maintained state and in a clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following: (i) prompt removal of all litter, trash, refuse and wastes; (ii) law mowing as necessary to maintain lawns in a trimmed and orderly condition; (iii) tree and shrub pruning as necessary to maintain a neat appearance; (iv) watering sufficient to keep landscaping green; (v) keeping the driveway area between Homestead lines and adjoining streets mowed and clean; (vi) keeping areas and driveways in good repair; (vii) complying with governmental health requirements; (viii) repair of any exterior damage to improvement(s) and (ix) except as otherwise necessary on days of collection, keeping garbage containers placed so as not to be visible from the street or any Homestead.

Section 4.2. Enforcement. If the Committee determines, in its sole discretion, that the Owner or occupant (including lessees) of any Homestead has failed to abide by the duty of maintenance set forth in the above Section 4.1, the Committee shall have the right, but not the obligation, to enter upon such Homestead and to perform or cause to be performed such maintenance and to assess such Owner or occupant for any expenses so incurred. In order to secure the payment of any such assessments, together with interest thereon at the highest rate then permitted by applicable Texas or Federal law from the date of such assessment until paid, together with all of the costs, including reasonable attorney's fees, or collecting same, a lien to the extent permitted by law shall be and is hereby reserved in and to each Homestead and any and all improvements located thereon and is hereby assigned to the Association, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Committee or any member of such Committee or by any Owner on behalf of such Committee or by the Association. Any such lien shall be deemed subordinate and inferior to the liens of any mortgage which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Homestead. The collection of any such assessment, including such interest and costs may, in addition to any other applicable method in law in equity, be enforced by suit for a money or judgment or collection out of proceeds from the foreclosure sale of such Homestead in accordance with Texas law. Each such assessment including such interest and costs of collection, also shall be the continuing personal obligation of the Owner and, if applicable, the occupant of any such Homestead at the time when the violation leading to such assessment occurred. Each and every Owner of any Homestead, by the acceptance of a deed or other conveyance of any Homestead, shall be deemed to consent and agree, for and on behalf of such Owner and any occupant occupying such Owner's Homestead by license of such Owner, to pay any such assessment.

ARTICLE V  
MISCELLANEOUS

Section 5.1. Duration. This Declaration and the covenants and restrictions set forth herein shall run with and bind the Property, subject to the provisions of Sections 5.2, 5.3 and 5.4 here of, and shall inure to the benefit of every Owner of every Homestead, and their respective legal representatives, personal representatives, executors, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing in perpetuity and including 2012. However, at such time, the covenants and restrictions shall be extended automatically for a period of ten (10) additional years unless by a sixty-six and two-thirds per cent (66 2/3%) of the Owner(s), the restrictions are revoked or amended. The covenants and restrictions shall continue automatically for additional ten (10) year periods unless phased, specified herein. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given by the Committee to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 5.2 Amendment. Any article of this Declaration may be amended in the following manner:

a. After one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or after 2012 (or an earlier date designated by Declarants), whichever is first to occur, those persons or legal entities who own Homestead(s) shall, by sixty-six and two-thirds per cent (66 2/3%) vote, have exclusive power and right to amend any article hereof. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when instrument is filed of record in the Public Records of Collin County, Texas with signatures of the requisite number of Owner(s).

Section 5.3. Deviation from Restrictions and Covenants

a. Any substantial deviation from present form or the specific and general intentions and purposes of any of the restrictions and covenants set forth herein shall be allowed only as follows:

(1) Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until 2012 (or an earlier date designated by Declarants), whichever is first to occur, Declarants shall have the exclusive power and right to allow substantial deviations and such right and power must be exercised in writing.

(2) After one hundred percent (100%) of Homestead(s) have been sold to persons or legal entities not affiliated with or controlled by Declarants, or after 2012 (or an earlier date designated by Declarants), whichever is first to occur, Owner(s) shall by sixty-six and two-thirds per cent (66 2/3%) vote have the exclusive power and right to allow such substantial deviations. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) by the Committee at least thirty (30) days in advance and shall set forth the purpose of such meeting.

b. During the existence of this Declaration, as from time to time supplemented or amended, the Committee and any sub-committee formed pursuant hereto, shall have the exclusive power and right to allow minor deviations from the present form or the specific and general intentions and purposes of the restrictions and covenants set forth herein.

Section 5.4. Enforcement. The restrictions and covenants set out in this Declaration shall be enforced as follows:

a. Until one hundred percent (100%) of the Homestead(s) are sold by Declarants to persons or legal entities not affiliated with or controlled by Declarants, or until 2012 (or an earlier date designated by Declarants), whichever is first to occur, Declarants through their duly designated representatives or through the Committee appointed by Declarants, shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including, but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

b. After one hundred percent (100%) of the Homestead(s) are sold by Declarant to persons or legal entities not affiliated with or controlled by Declarants, or after 2012 (or an earlier date designated by Declarants), whichever is first to occur, the Owner of any Homestead may (but only after the then Owner(s) of other Homestead(s) have by two-thirds (2/3) vote approved such action) bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such violation. Owner(s) may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Owner(s) at least thirty (30) days in advance and shall set forth the purpose of the meeting, including the name of the alleged violator and detailed description of alleged violation. Any legal or other expenses incurred incident to such legal action shall be born by the Owner(s) bringing such action and shall in no event be owed by any of the Owner(s) not involved in bringing such action.

Section 5.5. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court or competent jurisdiction to be illegal, null or void, such provision shall be fully severable and remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Furthermore, in lieu of each illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.6. Notice. Whenever written notice to the Owner(s) is permitted or required hereunder, such notice shall be given by Declarants, the Committee or by any appropriate sub-committee formed pursuant hereto by the mailing of such notice to the address of such Owner(s) appearing on the records of the Committee (and as furnished to the Committee by such Owner(s)). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, properly addressed, postage prepaid, whether received by addressee or not.

Section 5.7. Headings. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 5.8. Effective Violation of Covenants on Existing Lien. Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way affect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

SIGNED this 18th Day of December, 2001

WILLIAM J. NERWICH

IIIJO, INC.

WILLIAM J. NERWICH VP

THE STATE OF TEXAS  
COUNTY OF COLLIER

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William J. Nerwich, Vice President for IIIJO, INC., 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of said Estate.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of Dec., 2001

Paula R. Jackson

Notary Public in and for the State of Texas

Paula R. Jackson

(Typed or printed name of Notary)

My commission expires 9-05

Address of Declarants:  
IIIJO, INC.  
P.O. BOX 137  
Farmersville, TX 75442



UNOFFICIAL

05100 04879

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND  
IRREVOCABLY REPEALED.  
(THE STATE OF TEXAS) COUNTY OF COLLIN  
I hereby certify that this instrument was filed in the Public Records on the date  
and the same entered herein by me, and was duly RECORDED, in the Public  
Records of Real Property of Collin County, Texas on

FEB 06 2002

Helen Starnes



Filed for Record in:  
Collin County, McKinney TX  
Honorable Helen Starnes  
Collin County Clerk

On Feb 06 2002  
At 3:23pm

Doc/Num : 2802- 0019389

Recording/Type:RS 23.00  
Receipt #: 4802

**Sec. 77-136. - PD, Planned Development District uses permitted.**

- (a) The city council, after public hearing and proper notice to all parties affected, and after recommendation from the planning and zoning commission, may authorize the creation of the following types of Planned Development Districts:
- (1) Shopping center on tracts of three acres or more.
  - (2) Housing development on tracts of three acres or more or a community unit development.
  - (3) Industrial parks or districts on tracts of ten acres or more.
  - (4) Medical center and hospital.
  - (5) Trailer camps, industrial housing subdivisions.
  - (6) Civic center and community center.
  - (7) Office center.
  - (8) Recreation center.
  - (9) A combination of any of the developments listed in subsections (a)(1) through (3) of this section.
  - (10) Transition districts as an extension of an existing district whereby the provision of off-street parking, screen walls, open space and plantings would create a protective transition between a lesser and more restrictive district.
  - (11) Retail/services centers.
- (b) In the Planned Development District, uses shall conform to the standards and regulations of the base zoning district to which they are most similar, unless modified by the ordinance granting the Planned Development District or the approved site plan. The particular base district must be stated in the granting ordinance. All applications to the city for a Planned Development District shall list all requested deviations from the standard requirements of the base zoning district as set forth in this chapter. A specific list is required of requested deviations for each district or district, and applicants shall furnish a general statement citing the reason for the planned development request. The Planned Development District shall conform to all other sections of this zoning ordinance unless specifically modified or excluded in the ordinance granting the Planned Development District or the approved site plan adopted as an exhibit thereto.
- (c) Every Planned Development District approved under the provisions of this chapter shall be considered as an amendment of the ordinance from which this chapter is derived as applicable to the property involved. In approving the Planned Development District, the city council may impose conditions relative to the standard of development and such conditions shall be complied with before a certificate of

occupancy is issued for the use of the land or any structure which is part of the Planned Development District and such condition shall not be construed as conditions precedent to the approval of the zoning amendment, but shall be construed as conditions precedent to the granting of a certificate of occupancy.

- (d) All Planned Development Districts approved in accordance with the provisions of this chapter shall be referenced on the zoning district map, and a list of such Planned Development Districts, together with the category of uses permitted therein, shall be maintained in the appendix on file in the city clerk's office.

(Comp. Ord. of 3-11-2008)

**Sec. 77-168. - Lot coverage and floor area ratio.**

- (a) The maximum percentage of any lot area which may hereafter be covered by the main building and all accessory buildings and the maximum ratio of the floor area to the total area of the lot or tract on which a building is located shall not exceed the following schedule, except where an existing building at the effective date of the ordinance from which this article is derived may have a greater percentage of lot coverage or a higher floor area ratio than herein prescribed, such building shall be considered a conforming structure. (See appendix illustration 10 on file in the city secretary's office.)
- (b) The maximum building lot coverage in residential districts and the maximum coverage and floor area ratio in nonresidential districts shall be in accordance with the following schedules:

*Maximum Building Lot Coverage—Residential Districts*

	A	SF-1	SF-2	SF-3	2F	MF-1	MF-2	PD
Zero lot line	45	45	45	45	45	45	45	45
Townhomes	-	-	-	40	40	40	40	40
Maximum percent of lot area which may be covered by building	15	35	35	35	35	40	40	40

Note: (-) indicates coverage or floor area ratio not applicable.

*Maximum Coverage and Floor Area Ratio—Nonresidential*

	P	O	NS	GR	C	HC	CA	I-1	I-2



Maximum percent of lot area which may be covered by building in residential use	40	40	40	40	-	-	-	50	-	-	-
Maximum percent of lot area which may be covered by building non-residential use	40	40	40	40	40	-	-	50	-	-	-
Maximum floor area to lot area ratio	-	-	-	-	-	-	2:1	-	10:1	1:1	1:2

Note: (-) indicates coverage or floor area ratio not applicable.

(Comp. Ord. of 3-11-2008)

Agenda Section	Regular Agenda
Section Number	VII.I
Subject	Update regarding the status of the Little League contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	October 10, 2017
Attachment(s)	None
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

## **VIII. EXECUTIVE SESSION**

## **IX. RECONVENE FROM EXECUTIVE SESSION**

## **X. Requests to be Placed on Future Agendas**

## **XI. Adjournment**