

SUBDIVISION FINAL PLAT APPLICATION FORM  
HOPKINS COUNTY, TEXAS

EXHIBIT  
5

Please Type or Print Information

This form shall be completed by the Property Owner or Applicant and submitted to the Subdivision Coordinator's Office along with the required number of copies of the respective plat, fees, and all other required information.

Type of Plat Submittal: \_\_\_\_\_ Final Plat X Revision \_\_\_\_\_ Cancellation \_\_\_\_\_

Proposed Name of Subdivision: REPLAT OF LOTS 18R & 19R, FINAL REPLAT OF TARRANT CREEK ESTS.

Applicant/Property Owner's Name: JOE KENNETH & SHEILA D. SHELTON

Mailing Address: 98 CR 3646

City: SULPHUR SPRINGS State: TX Zip: 75482

Telephone No.: 903 885 4108 CELL# \_\_\_\_\_ Fax No.: 903 466-6557

Surveyor/Engineer's Name: STEPHEN A. HUDSON

Company: EST, INC.

Address: 101 BILL BRADFORD RD, STE 15

City: SULPHUR SPRINGS State: TX Zip: 75482

Telephone No.: 903-438-2400 Fax No.: 903-438-9955

Total Acreage of Development: 2.39 Ac Total Number of Lots: 2

Physical Location of Property: 4 MILES NNE OF SULPHUR SPRINGS

Legal Description of Property: LOT 18R & 19R, REPLAT OF TARRANT CREEK ESTATES  
RECORDED IN VOL 6, PG 157 MCHCT

Intended Use of Lots : (Check all those that apply)

X Residential (Single Family) \_\_\_\_\_ Residential (Multi-family)  
\_\_\_\_ Other \_\_\_\_\_  
(please specify)

Property Located Within City ETJ: \_\_\_\_\_ Yes X No

If Yes, Name of City: \_\_\_\_\_

Water Supply: \_\_\_\_\_ Electric Service: \_\_\_\_\_

Sewage Disposal: \_\_\_\_\_ Gas Service: \_\_\_\_\_

REASON FOR REVISION: MOVE LOT LINE TO CLEAR EXISTING IMPROVEMENTS BEFORE  
SALE OF LOT 19R.

Note: The submission of plans/drawings, calculations, etc., along with this application makes such items public record, and the Applicant understands that they may be viewed and/or reproduced (copied) by the general public.

Sheila D. Shelton Joe Kenneth Shelton

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS  
2018 AUG 29 P 3:23  
DEBBIE SHIPLEY  
COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

# TAX CERTIFICATE

ACCT # 60-0424-100-018-00

DATE 08/29/2018

SR



**HOPKINS COUNTY TAX OFFICE**  
 PO BOX 481  
 SULPHUR SPRINGS, TX 75483  
 (903) 438-4063

Cert# 172239

FEE 10.00

Property Description			
ABST: 424, SUBD: TARRANT CREEK ESTATE, LOT: 18R			
TOWN	-	LOCATION-	CR 3646
ACRES	-	4.552	

Values			
LAND MKT VALUE	45,520	IMPR/PERS MKT VAL	229,430
LAND AGR VALUE		MKT. BEFORE EXEMP	274,950
		LIMITED TXBL. VAL	274,950
EXEMPTIONS GRANTED: H S DV			
(REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE)			

SHELTON JOE KENNETH & SHEILA D  
98 CR 3646

SULPHUR SPRINGS TX 75482-1623

hereby certify and otherwise guarantee that the tax levies, penalties, and attorney fees due in the current month for the above described property are as listed below.

	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 2017	.00	.00	.00	.00
	-----	-----	-----	-----
	.00	.00	.00	.00
				=====
			<b>TOTAL DUE 08/2018</b>	<b>.00</b>
			<b>TOTAL DUE 09/2018</b>	<b>.00</b>

ACCT # 60-0424-100-018-00

BREAKDOWN OF TAX DUE BY JURISDICTION				
JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
COUNTY	.00	.00	.00	.00
HOSPITAL	.00	.00	.00	.00
NORTH HOPKINS ISD	.00	.00	.00	.00
(CERTIFICATE MAY NOT INCLUDE ALL TAXING JURISDICTIONS)				

TAX LEVY FOR THE CURRENT ROLL YEAR: COUN	1,174.55
TAX LEVY FOR THE CURRENT ROLL YEAR: HOSP	657.38
TAX LEVY FOR THE CURRENT ROLL YEAR: 0060	1,997.42
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR	3,829.35

REQUESTED BY:

Debbie Mitchell SR

Signature of authorized officer of collecting office

RESTRICTIVE COVENANTS APPLICABLE TO  
TARRANT CREEK SUBDIVISIONFILED FOR RECORD ON THE 12<sup>th</sup> DAY OF January, 2004,  
HOPKINS COUNTY, TEXAS

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THE STATE OF TEXAS, )

COUNTY OF HOPKINS. ) KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. W. LIGHTFOOT and wife, VELMA LIGHTFOOT, hereinafter referred to as "DEVELOPER", being the owner of property described in Exhibit "A" attached hereto and incorporated herein for all purposes, platted as the TARRANT CREEK SUBDIVISION, filed on January 12<sup>th</sup> 2004, in Vol. 6, Page 119, of the Plat Records of Hopkins County, Texas, do hereby restrict the use of said property as hereinafter set out, which restrictions shall be binding upon the owner or any purchasers of said lots, their heirs, administrators, or assigns, and said restrictions shall be covenants running with the land, to-wit:

- 1) Subject to the provisions of numbered paragraph 7 hereof, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private storage building, and a private garage for the sole use of the owner or occupant. Notwithstanding anything herein to the contrary, no modular-type housing, mobile homes, or manufactured homes shall be allowed on the premises as a single-family residence or otherwise.
- 2) Subject to the provisions of numbered paragraphs 6 and 7 hereof:
  - a) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick and inside structural material);
  - b) The exterior of all houses must be at least 65% brick veneer unless the exterior is stone or log;
  - c) No tar paper type roof or siding materials will be used on any structure;
  - d) Any metal roof must be colored (either painted or baked on); mere galvanized steel will not be allowed;
  - e) All metal outbuildings (i.e., garages, boat houses, storage buildings, etc., must be colored (either painted or baked on); mere galvanized steel will not be allowed.
  - f) The exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert or drainage structure of any kind be installed or altered.
  - g) No building exceeding two (2) stories in height shall be erected on any lot. Each residential building, subject to paragraph 6 and 7 hereof, shall have a minimum floor area of 2,000 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

3) Fences shall be permitted to extend to the side and back lot lines and to no less than five (5) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the lot owner or purchaser and not the utility company.

4) No building shall be located nearer to the side street line than fifteen (15) feet or nearer to the side lot line than ten (10) feet, or nearer to the front lot line than twenty-five (25) feet.

"Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least fifty (50) feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum set back requirements.

5) a) No animals or birds, other than household pets, shall be kept on any lot with the exception of horses, which are permitted but must be housed in a horse barn subject to paragraph 5 (b) below.

b) All buildings to house livestock must be approved by the architectural committee.

6) Except as provided below in regard to camping, no outbuilding, boathouse, toolhouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted.

7) Easements are reserved along and within fifteen (15) feet of the front lines, and side lines of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights; gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

8) Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date.

9) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, or for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The Developer, their agents and assigns, shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

10) No lot which is under a contract of sale then in force, with the undersigned being the seller hereunder, may be subdivided without the consent of the undersigned, their heirs, successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, their heirs, successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without prior written consent of the Developer.

11) Any lot or tract of land sold by Deed shall be divided or partitioned only one time.

12) No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision.

13) All lots must be mowed and neatly maintained at lot owner's expense. If a lot is not maintained, the Developer may mow the lot for them and charge lot owner a reasonable fee for such work.

14) All septic systems must be an aerobic system.

15) No commercial sewage disposal shall be allowed.

16) Architectural Control. No residence, garage, building, fence, wall or other structure shall be erected, placed or altered on any Lot in TARRANT CREEK SUBDIVISION until copies of preliminary sketches, location sketch and cost estimates, and thereafter, when available, copies of final plans, sketch of location on the Lot, and cost estimates have been presented to and approved by the Developer, as to quality of materials and workmanship, as to harmony of exterior design and materials (including color) with existing and proposed structures, as to size and location on Lot, as to topographical location on Lot, as to adequacy of storage space for yard tools, boats and related equipment, yard furniture and all vehicles, and in general as to all matters of composition, style and construction which in any way affect the general aesthetic continuity of TARRANT CREEK SUBDIVISION. The approval or disapproval of the Developer as herein required shall be in writing. In the event Developer fails to approve or disapprove the submitted plans, sketches and estimates within thirty (30) business days after their actual receipt by Developer, and if no written disapproval has been transmitted to the owner and if no suit to enjoin the erection and construction has been filed, it shall be deemed that the submitted plans, sketches and estimates and other data herein required have been approved by Developer.

If a variance as to anything contained in this paragraph is requested i.e., as to the building material restrictions or location on the lot, the Developer is authorized to grant or deny such request and its decision and the reasons thereafter shall be produced in writing by the Developer and given to the applicant.

17) Liability. Developer shall not have any liability or responsibility at law or in equity on account of the failure to enforce these restrictions.

18) Exterior Maintenance. In the event that the owner of any Lot shall allow same to become unkept and uncared for, or the buildings thereon to become unsightly or in state of disrepair, exterior maintenance upon such Lot and structure thereon in the nature of mowing, trimming trees, shrubs, hedges and lawns, and painting and repairing structures may be performed by the Developer (or Developer's designee). In the event such becomes necessary, the Developer shall give to any owner of such Lot notice in writing of the need for such maintenance, and of the intention of the Developer to perform such maintenance should owner fail to perform it within fifteen (15) days of the receipt of such notice. The cost of such exterior maintenance so performed by the Developer shall be assessed against the Lot on which such maintenance is done and shall become a lien thereon upon the filing of a statement of facts by the Developer in the Official Public Records of the county in which the land is located asserting a lien under this provision.

19) Modifications. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by petition of the record owners of at least eighty percent (80%) of the residential lots.

20) If any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either

- a) Violate or attempt to violate any restriction or provision herein, or
- b) Suffer to be violated (with respect to the real property in which person or entity has rights other than the rights granted by this sentence)


any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein, to

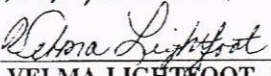
- a) Prevent such violation,
- b) Recover damages or other dues for such violations, and
- c) Recover court costs and reasonable attorney's fees incurred in such proceedings.

"Person or entity" as used in the next preceding sentence hereof, shall include, but shall not be limited to all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

21) Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

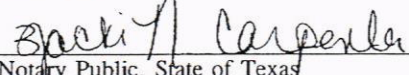
DATED this the 7 day of ~~October~~ <sup>January</sup>, 2008<sup>4</sup>

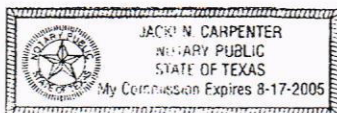
  
 J. W. LIGHTFOOT, Developer

  
 VELMA LIGHTFOOT, Developer

THE STATE OF TEXAS,  
COUNTY OF HOPKINS.

This instrument was acknowledged before me on the 7<sup>th</sup> day of ~~October~~ <sup>January</sup>, 2008<sup>4</sup>,  
by J. W. LIGHTFOOT and VELMA LIGHTFOOT.

  
Notary Public, State of Texas



0325  
FILED FOR RECORD  
HOPKINS COUNTY, TEXAS

2004 JAN 12 PM 1:45

DEBBIE SHIRLEY  
COUNTY CLERK

BY LF DEPUTY

200  
J.W. Lightfoot  
PO Box 266  
Emory Sp  
75440

STATE OF TEXAS  
COUNTY OF HOPKINS

I hereby certify that this instrument was filed in  
file number sequence on the date and time  
stamped hereon by me and was duly  
recorded in the volume and page of the  
named records of Hopkins County, Texas.  
as stamped by me



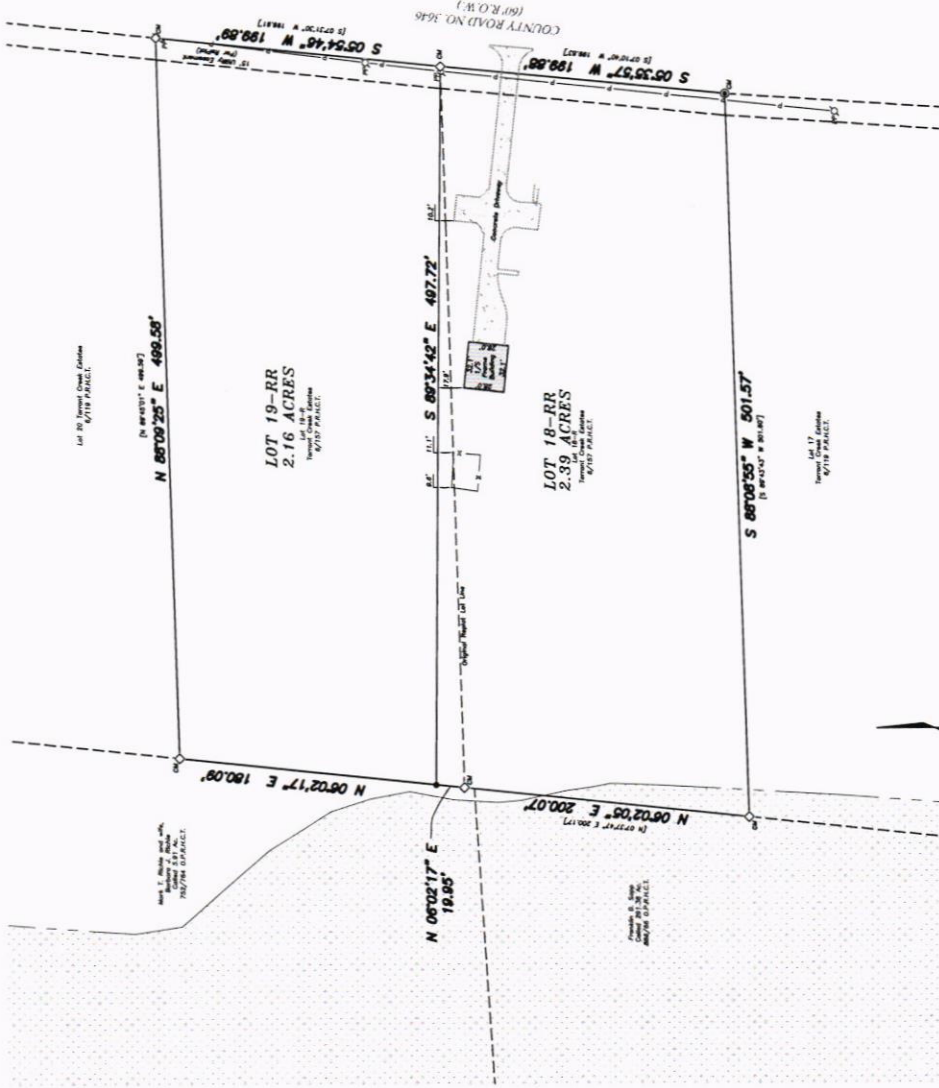
*Debbie Shirley*  
County Clerk, Hopkins County, Texas

JAN 15 2004

RECORDED

# REPLAT OF LOTS 18-R & 19-R FINAL REPLEAT TARRANT CREEK ESTATES SUBDIVISION

REPLAT OF LOT 18-R AND 19-R OF THE FINAL REPLAT TARRANT CREEK ESTATES  
SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 6, PAGE  
157, PLAT RECORDS, HOPKINS COUNTY, TEXAS.



NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone PROJECTION 4202.  
NOTE: All record calls are denoted in the bearings of a line, except for this subdivision. There may be  
additional encumbrances or encumbrances affecting this tract that are not shown hereon.  
FLOOD NOTE: By graphic posting only, this property DOES appear to be within a 100 year flood zone area;  
however, the Flood Hazard Panel No. 4022000000, dated March 17, 2011, published by the Federal  
Emergency Management Agency.

SCALE: 1"=60'	SUBDIVISION PLAT
DATE: 08/14/18	SURVEYED BY: AA
	DRAWN BY: ED
	TECHNICIAN: ID
	SHEET 1 OF 1
	JOB NO. 18-0611
REVISIONS:	



- LEGEND
- CM Corner Monument
  - 1/2" Iron Rod Set w/ Disk Cap
  - Stamped "Landmark LS"
  - 1/2" Iron Rod Found
  - 5/8" Iron Rod Found
  - Overhead Powerline

**OWNER'S CERTIFICATE**  
We, Joe Kenneth Shelton and Sheila D. Shelton, do hereby certify that we are the owners of  
these Lots in Hopkins County, Texas, and accept this plat of said tract and do hereby  
agree to the improvements as shown and do dedicate all easements and right of ways as  
shown hereon.

Joe Kenneth Shelton  
Sheila D. Shelton

STATE OF TEXAS  
COUNTY OF HOPKINS  
This instrument was acknowledged before me in the capacity above stated, a Notary Public, on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Joe Kenneth Shelton.

Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF HOPKINS  
This instrument was acknowledged before me in the capacity above stated, a Notary Public, on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Sheila D. Shelton.

Notary Public, State of Texas

**CERTIFICATE OF COMMISSIONER'S COURT**  
APPROVED by the Commissioner's Court of Hopkins County, Texas, on the \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

County Judge: Acting on behalf of the Commissioners Court of Hopkins County, Texas

Attest: Hopkins County Clerk

**BOUNDARY DESCRIPTION**  
Replat of Lot 18-R and Lot 19-R of the Final Replat Tarrant Creek Estates Subdivision according  
to the plat thereon recorded in Volume 6, Page 157, Plat Records, Hopkins County, Texas.

**KNOW ALL MEN THESE PRESENTS:**  
That I, Stephen A. Hudson, Registered Professional Land Surveyor, State of Texas, do hereby certify  
that the plat herein presented on \_\_\_\_\_ day of \_\_\_\_\_, 2018, and  
the plat thereon are correct and true to the original survey and to the plat thereon, and that  
property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping  
of lines shown hereon. I have examined the original survey and the plat thereon, and I find  
no license has been granted, access or implied, to copy the survey except as it necessary in  
conjunction with the original transaction.

Stephen A. Hudson, R.P.L.S. NO. 45996  
Date: 08/14/2018

STATE OF TEXAS  
COUNTY OF HOPKINS  
This instrument was acknowledged before me, a Notary Public, on this 24th day of August, 2018, by  
Stephen A. Hudson.

Notary Public, State of Texas