

**Declaration of Restrictive Covenants of the
TBD
Subdivision**

Basic Information

Date: March 19, 2020

Declarant: MIG LAND WEST, LLC, a Texas limited liability company

Declarant's Address:

2302 Post Office Street, Suite 601
Galveston, Galveston County, Texas 77550

Property: Being that certain tract or parcel of land situated in Bastrop County, Texas, and being more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means MIG LAND WEST, LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in of the real property records of Bastrop County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a

number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -
- a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity;
 - d. no Lot shall be utilized for any dumping of garbage, rubbish, trash or hazardous materials and no garbage or other waste shall be kept on any Lot except in sanitary containers;
 - e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on any Lot for more than two (2) weeks shall constitute a “junk yard”; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - f. any commercial or professional activity except reasonable home office use;
 - g. the drying of clothes in a manner that is visible from any street;
 - h. installing and/or relocating any new or used single-wide mobile home, manufactured home, manufactured housing, or house trailer; however newly constructed double-wide manufactured home(s) shall be allowed provided they such double-wide manufactured home is fully skirted on all sides and complies with the covenants, conditions and restrictions as set forth herein;
 - i. interfering with a drainage pattern or the natural flow of surface water;
 - j. any and all domestic animals shall be contained within the boundaries of each Owner’s respective Lot or in the control of the animal’s owner;
 - k. no outside, open or pit type toilet shall be allowed on any Lot and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems shall comply with any and all requirements, rules and regulations of the appropriate governing agencies;
 - l. no structure of a temporary character, any ten, shack, garage, barn,

unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporary or permanently. A travel trailer or motor home may be used as temporary living quarters during the construction of a new home, for a maximum period not nine (9) months.

m. occupying a Residence that does not comply with the maintenance standards of a Residence as provided for in the 2017 International Maintenance Code and any amendments thereto.

D. Construction and Maintenance Standards

1. *Lots*

a. *Subdivision Prohibited.* No Lot may be further subdivided.

b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition as provided for in the 2017 International Maintenance Code and any amendments thereto.

c. *Fencing.* The perimeter of each Lot, as shown on the Plat, shall be enclosed with a fence capable of turning livestock, the perimeter fence of each Lot shall not be destroyed or taken down. However, nothing herein shall prevent the construction of gates (provided that they are kept closed) or cattle guards (capable of turning livestock) from being construction in said perimeter fence.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.

b. *Maximum Height.* The maximum height of a Residence is 2 stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,000 square feet.

d. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.

e. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back-setback line of any Lot.

f. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Any and all Residences or Structures shall be located no less than 25' feet from the boundary Lot lines as shown on the Plat.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of 20 years. The term may be extended for successive terms of 10 years each by the affirmative vote of 75% percent of the Owners within 2 months before the end of a term. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 2 months before the end of a term 25% percent of the Owners vote not to extend the term.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Annexation of Additional Property.* On written approval of Declarant and not less than 75 percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

MIG LAND WEST, LLC, a Texas limited liability company

BY: _____

STATE OF TEXAS)

COUNTY OF BASTROP)

Before me, _____, on this day personally appeared _____, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same as the act of MIG LAND WEST, LLC, a Texas limited liability company, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public, State of Texas

My commission expires: _____

After recording, please return to:

2302 Post Office Street, Suite 601
Galveston, Galveston County, Texas 77550

EXHIBIT "A"

All that certain tract or parcel of land containing 723.151 acres (of which 5.32 acres lie within the fenced margins of "Gotier Trace Road") situated in the John Green Survey, A-181, the J.W. Perkins Survey, A-279, the Z.P. Cottle Survey, A-138, the Joseph Wood Survey, A-361, and the C.L. Moncure Survey, A-429, in Bastrop County, Texas and being comprised of the following:

All of those Pinecrest Farms Inc. tracts described as the 332 acres (net) "TRACT I" (being the residual of the 160 acre First Tract, the 160 acre Second Tract, and the 160 acre Third Tract described in Volume 60, Page 103 of the Deed Records of Bastrop County), the 48-1/2 acre "TRACT II" and the residual of that 215 acre "TRACT III" in a deed from Taylor Milton, et ux, to Pinecrest Farms Inc. dated January 17, 1975 and recorded in Volume 228, Page 538 of the Deed Records of Bastrop County;

All of that Arnold Milton and Jarad Milton tract described as 51.905 acres in a deed from the Veterans Land Board of the State of Texas to Arnold Milton and Jarad Milton dated November 1, 2010 and recorded in Volume 2051, Page 591 of the Official Records of Bastrop County, and being more fully described in Volume 239, Page 152 of the Deed Records of Bastrop County;

All of that Arnold Milton tract described as 56.937 acres in a deed from the Veterans Land Board of the State of Texas to Arnold Milton dated September 4, 2002 and recorded in Volume 1296, Page 50 of the Official Records of Bastrop County, and being more fully described in Volume 242, Page 135 of the Deed Records of Bastrop County; All of that Pinecrest Farms Inc. tract described as 9.19 acres (by calculation) in a deed from Allen McMurray, Trustee, to Pinecrest Farms Inc. dated May 8, 1976 and recorded in Volume 242, Page 782 of the Deed Records of Bastrop County;

said 723.151 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod and stone found in the West line of said John Green Survey for the Northeast corner of said C.L. Moncure Survey, a Southerly Southeast corner of the (called) 230.534 acre Daniel Basham tract (Vol. 1924, Pg. 893 B.C.O.R.), the Northeast corner of said 48-1/2 acre Pinecrest Farms tract, the most Northerly Northeast corner of the tract herein described and the PLACE OF BEGINNING, said point having a coordinate value of North = 10,024,293.94 feet and East = 3,288,659.66 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83(2011);

Thence South 02 degrees 20 minutes 08 seconds East, 2,469.98 feet along said Survey Line and the common line between said Pinecrest Farms tracts and the (called) 213 acre Leo Christiansen tract (Vol. 145, Pg. 42 B.C.D.R.) to a 1/2" iron pipe found for the Southwest corner of said Christiansen tract, the Northwest corner of said 215 acre Pinecrest Farms tract and an inside corner of the tract herein described;

Thence North 86 degrees 27 minutes 33 seconds East, 3,247.08 feet along the common line between said 215 acre Pinecrest Farms tract and said Christiansen tract to a 5/8" iron rod found in the fenced West margin of "Antioch Road" (County maintained public roadway) for the Southeast corner of said Christiansen tract, the Northeast corner of said 215 acre Pinecrest Farms tract and the most Easterly Northeast corner of the tract herein described;

Thence South 02 degrees 07 minutes 44 seconds East, 2,706.21 feet along said West margin of "Antioch Road" and the East line of said 215 acre Pinecrest Farms tract to a 1/2" iron rod set for the

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(continued)

Northeast corner of the (called) 1 acre Antioch Cemetery (Antioch School Community) tract (Vol. 7, Pg. 537 B.C.D.R.) and a Northerly Southeast corner of the tract herein described;

Thence South 86 degrees 27 minutes 33 seconds West, departing "Antioch Road", 277.03 feet to a 1/2" iron rod set for the Northwest corner of said Antioch Cemetery tract;

Thence South 03 degrees 32 minutes 27 seconds East, 278.06 feet to a 1/2" iron rod set near the fenced South margin of "Gotier Trace Road" (County maintained public roadway - no record right-of-way width) and in the common line between said 215 acre Pinecrest Farms tract and the (called) 100 acre Dimple Phillips tract (Vol. 1031, Pg. 702 B.C.O.R.), for the Southwest corner of said Antioch Cemetery tract and a central Southeast corner of the tract herein described, from which a 3/4" iron pipe found bears North 86 degrees 24 minutes 02 seconds East, 277.78 feet;

Thence South 86 degrees 27 minutes 33 seconds West, 1,295.28 feet along the South line of said 215 acre Pinecrest Farms tract to a point within said "Gotier Trace Road" for the Northwest corner of said (called) 100 acre Dimple Phillips tract, the Northeast corner of said 56.937 acre Milton tract and an inside corner of the tract herein described, from which a 1/2" iron rod set for witness in the fenced South margin of said road bears South 02 degrees 50 minutes 28 seconds East, 26.56 feet;

Thence South 02 degrees 50 minutes 28 seconds East, 2,969.22 feet along the common line between said (called) 56.937 acre Milton tract, said (called) 51.905 acre Milton tract and said (called) 100 acre Phillips tract to a 3" steel pipe fence post found for an angle point in the North line of the (called) 16.000 acre Clifford Reeser tract (Vol. 2153, Pg. 385 B.C.O.R.), the Southwest corner of said Phillips tract, the Southeast corner of said 51.905 acre Milton tract and a Southeast corner of the tract herein described;

Thence South 88 degrees 48 minutes 17 seconds West, along the common line between said Milton and Reeser tracts, at 140.00 feet passing the Northwest corner of said Reeser tract and the Northeast corner of the (called) 28.445 acre Todd Mueller tract (Clerk's File No. 201711742 - B.C.O.R.), and continuing for a total distance of 1,387.60 feet to a 5/8" iron rod found for the Northwest corner of said Mueller tract and the Northeast corner of the (called) 11.856 acre Michael McLeod tract (Vol. 1507, Pg. 668 B.C.O.R.);

Thence South 89 degrees 09 minutes 47 seconds West, 308.80 feet to a 3" steel post found in the East line of the (called) 160 acre Pinecrest Farms "FIRST TRACT" (Vol. 60, Pg. 303 B.C.D.R.) for the Northwest corner of said McLeod tract, the Southwest corner of said 51.905 acre Milton tract, and an inside corner of the tract herein described;

Thence South 01 degrees 56 minutes 07 seconds East, 1,059.32 feet along the common line between said McLeod tract, said 160 acre Pinecrest Farms "FIRST TRACT" and said 160 acre Pinecrest Farms "THIRD TRACT", also being the common line between said Z.P. Cottle Survey, said Joseph Wood Survey and the Andrew Litton Survey, to a 3/4" iron pipe found for a common corner of said Pinecrest Farms tract and the (called) 114.57 acre William Parker tract (Vol. 2052, Pg. 30 B.C.O.R.) and the most Southerly Southeast corner of the tract herein described;

Thence South 88 degrees 27 minutes 01 seconds West, 65.38 feet along the common line between said Parker tract and said 332 acre Pinecrest Farms tract to a 3/4" iron pipe found for corner;

Thence South 06 degrees 44 minutes 43 seconds West, 38.15 feet along the common line between said Parker tract and said Pinecrest Farms tract to a 3/4" iron pipe found for corner;

Thence North 55 degrees 21 minutes 47 seconds West, 2,920.76 feet along the common line between said Parker tract and said (called) 332 acre Pinecrest Farms tract to a point within the fenced margins of

EXHIBIT "A"

(continued)

"Gotier Trace Road" for the North corner of said Parker tract and the East corner of the (called) 0.627 acre Shirley Stinson tract (Vol. 532, Pg. 637 B.C.O.R.), from which a 1/2" iron rod set for witness in the Southeast margin of said road bears South 55 degrees 21 minutes 47 seconds East, 16.31 feet and a 1/2" iron rod set for witness in the Northwest margin of said road bears North 53 degrees 51 minutes 14 seconds West, 12.65 feet;

Thence North 53 degrees 51 minutes 14 seconds West, 584.96 feet along the common line between said 0.627 acre Stinson tract and said Pinecrest Farms tract to a 5/8" iron rod found for a common corner of said 0.627 acre Stinson tract, the (called) 1.063 acre Shirley Stinson tract and said (called) 332 acre Pinecrest Farms tract, also being the most Westerly corner of the tract herein described;

Thence North 12 degrees 40 minutes 40 seconds East, along the common line between said 332 acre Pinecrest Farms tract, said 48-1/2 acre Pinecrest Farms tract, said 1.063 acre and 49.931 acre Shirley Stinson tracts, the (called) 984.886 acre Texas Parks and Wildlife tract (Vol. 1054, Pg. 673 B.C.O.R.), the (called) 800.00 acre Texas Parks and Wildlife tract (Vol. 1178, Pg. 169 B.C.O.R.) and said 553.493 acre L & L Ranch tract, also being the common line between said Joseph Wood Survey, A-361, said Ignatio Sartuche Survey, A-306, and the C.L. Moncure Survey, A-429, at 40.00 feet passing a 1/2" iron rod found for a common corner of said 1.063 acre and 49.931 acre Stinson tracts, at 1,943.23 feet passing a common corner of said 49.931 acre Stinson tract and said 984.886 acre Texas Parks and Wildlife tract (1/2" iron rod found 8.49 feet Northwest of line) at 5,157.9 feet passing the common corner of said 984.886 acre and 800.00 acre Texas Parks and Wildlife tracts, at 6,850.97 feet passing a common corner of said 800.00 acre Texas Parks and Wildlife tract and the (called) 553.493 acre L&L Ranch tract (Clerk's File No. 201416157 B.C.O.R.)(1/2" iron rod found 0.92 feet Northwest of property line), and continuing for a total distance of 7,577.94 feet to a 3" steel fence corner post found for the Southwest corner of said 230.534 acre Daniel Basham tract, the Northwest corner of said 48-12 acre Pinecrest Farms tract and the Northwest corner of the tract herein described;

Thence North 87 degrees 07 minutes 30 seconds East, 906.55 feet along the North line of said C.L. Moncure Survey to the PLACE OF BEGINNING and containing 723.151 acres (of which 5.32 acres lie within the fenced margins of "Gotier Trace Road").