

**DECLARATION OF RESTRICTIONS  
FOR  
GEORGE C. MIGL PROPERTIES-FM HIGHWAY 1295 & DARILEK ROAD  
(THE MEADOWS OF PRAHA)**

**THE STATE OF TEXAS           §**

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF FAYETTE   §**

**WHEREAS, GEORGE C. MIGL**, hereinafter sometimes referred to as "Declarant" is the owner of seven (7) Tracts of land, Tract 1 thru Tract 7 situated in the John Fox Survey, A-185, in Fayette County, Texas, and being a portion of that Tract described as 23.707 acres in a deed from Dennis Migl, et al, to George C. Migl dated July 28, 2017 and recorded in Volume 1826, Page 856 of the Fayette County Official Records, said Tracts of land are as described in Exhibit "A" attached hereto and made a part hereof for all purposes, being hereinafter sometimes called "the Property" or the "Tract" or "Tracts", and,

**Whereas**, Declarant desires to place of record certain restrictive covenants, conditions and restrictions affecting all the Tracts described in Exhibit "A";

**NOW, THEREFORE**, the Declarant declares that the real property described above shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easement, reservations and dedications, (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

1. All Tracts shall be restricted in use to private single-family residential purposes only. The term "Residential Purposes" as used herein shall be held to Slab Built Custom homes and Metal Barndominium type buildings. Residential purposes shall exclude modular homes, manufactured homes, mobile homes, duplex houses, apartment houses, recreational vehicles (RV's), motor homes and temporary type homes. All homes shall be new construction, and to exclude commercial and professional uses (all of these excluded items are expressly prohibited from being placed or used on the Property as permanent living quarters); and to exclude any development operations or drilling or excavation or mining for oil, gas or other minerals or any coring, or placing or maintaining on the premises of any tanks, wells, mineral excavations, derricks or structures of any kind instant to any such oil, gas or other mineral operations or activities on the surface of said property; and any such use of the property is hereby expressly prohibited. However, this does not prohibit the exploration, development and production of the oil, gas and other minerals by operations below the surface provided these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

2. Garages, outbuildings, shop and etc., shall be allowed to be constructed of wood or metal and shall be constructed with concrete slab. No garage, outbuildings, shop and etc., shall be used as temporary or permanent living quarters.
3. No residence structure containing less than 1200 square feet of enclosed space (exclusive of porches and garages) shall be erected or constructed on the Property. Any residence shall be constructed with an exterior finish of at least 50% brick, stone or rock. All residences shall be required to have a minimum of a double car, enclosed garage. No metal, detached car ports are allowed. A portico that is structurally attached to a home with matching brick or other wall material matching the home is acceptable.
4. No building or structure upon the property shall be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. All homes shall be maintained with adequate landscaping.
5. Horses and poultry may be kept on the property if an adequate stable and / or pens have been built, provided that such stables or pens are maintained in a clean and sanitary condition, and provided further that no odor from such stable or pens shall be permitted which may be noxious to any adjoining landowner. No cattle, pigs, hogs, or swine shall be permitted on the property at any time, except that such animals may be temporarily kept on the property in connection with a 4-H, FFA or similar school related project.
6. Only one (1) single family residence shall be constructed per Tract. This provision shall not, however, prohibit the construction of a residence on two or more Tracts as shown by the plat, by combining the lots into one building site. In the event two or more Tracts are combined, the property lines between the adjoining combined Tracts may be ignored. No Tract shall be divided into smaller tracts.
7. No signs or advertisements of any kind shall be displayed to the public view on any Tract or Tracts subject to these restrictions except one sign of not more than five square feet in size advertising the property for sale or rent, or a sign of no greater size used by a builder to advertise the property during the construction and sales period. Signs for property or ranch identification are allowed, but should be appropriate, attractive and in harmony with the construction on the property.
8. No junk of any kind or character, nor any accessories, parts or objects used with cars, boats, buses, trucks, trailers or similar property, shall be kept on the Property other than in a covered, enclosed building such as a garage.
9. Any building or other improvement on a Tract that is destroyed partially or totally by fire, storm or other means shall be repaired or demolished within a reasonable period of time not to exceed one hundred eighty (180) days, and the property restored to an orderly and attractive condition.

10. No professional, business or commercial activity to which the general public is invited shall be conducted on any part of the Property, including commercial warehouses, dog or other boarding or breeding, or any manufacturing facilities.

11. No noxious or offensive activity shall be conducted or permitted in or on the Property nor shall anything be done in or on the Property or neglected thereon which may become an annoyance or nuisance to the adjacent property owners.

12. Each purchaser or owner of a Tract or Tracts shall, within one hundred eighty (180) days of purchase of a Tract or Tracts, erect and maintain, at their expense, a fence around their property which is capable of turning livestock.

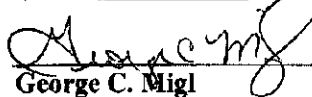
13. Each purchaser or owner of a Tract or Tracts shall be responsible, at his own cost, furnish, install, own and maintain electricity, water well, sewer system, culverts and driveways and etc., in accordance with the rules and regulations of the County of Fayette and / or the State of Texas.

14. No Tract shall be used or maintained as a dumping ground for garbage, trash, rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids which shall be maintained in a clean and sanitary condition.

15. The covenants and restrictions of this Declaration shall run with and bind all of the Tracts and inure to the benefit of and be enforced by the owner of any Tract subject to this Declaration, or their respective legal representatives, heirs successors and assigns for a period of twenty (20) years from the date of this instrument. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the owners of seventy-five percent of all the Tracts and property recorded in the appropriate records of Fayette County, Texas. Upon the expiration of such initial terms, said covenants and restrictions (as changed, if changed) and the enforcement rights relative thereto shall be automatically extended for successive periods of ten (10) years. During such ten year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than a majority of all of the Tracts in the Subdivision and properly recorded in the appropriate of Fayette County, Texas.

16. Invalidity of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof which shall remain in full force and effect.

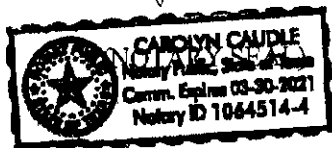
IN WITNESS WHEREOF, the undersigned, being the declarants herein to be effective this  
20 day of Feb., 2018.

  
George C. Migl

THE STATE OF TEXAS §  
COUNTY OF FAYETTE §

BEFORE ME, the undersigned authority on this day personally appeared **George C. Migl**, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of February, 2018.

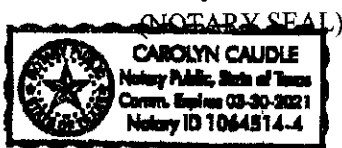


Carolyn L. Caudle  
Notary Public in and for THE STATE of TEXAS

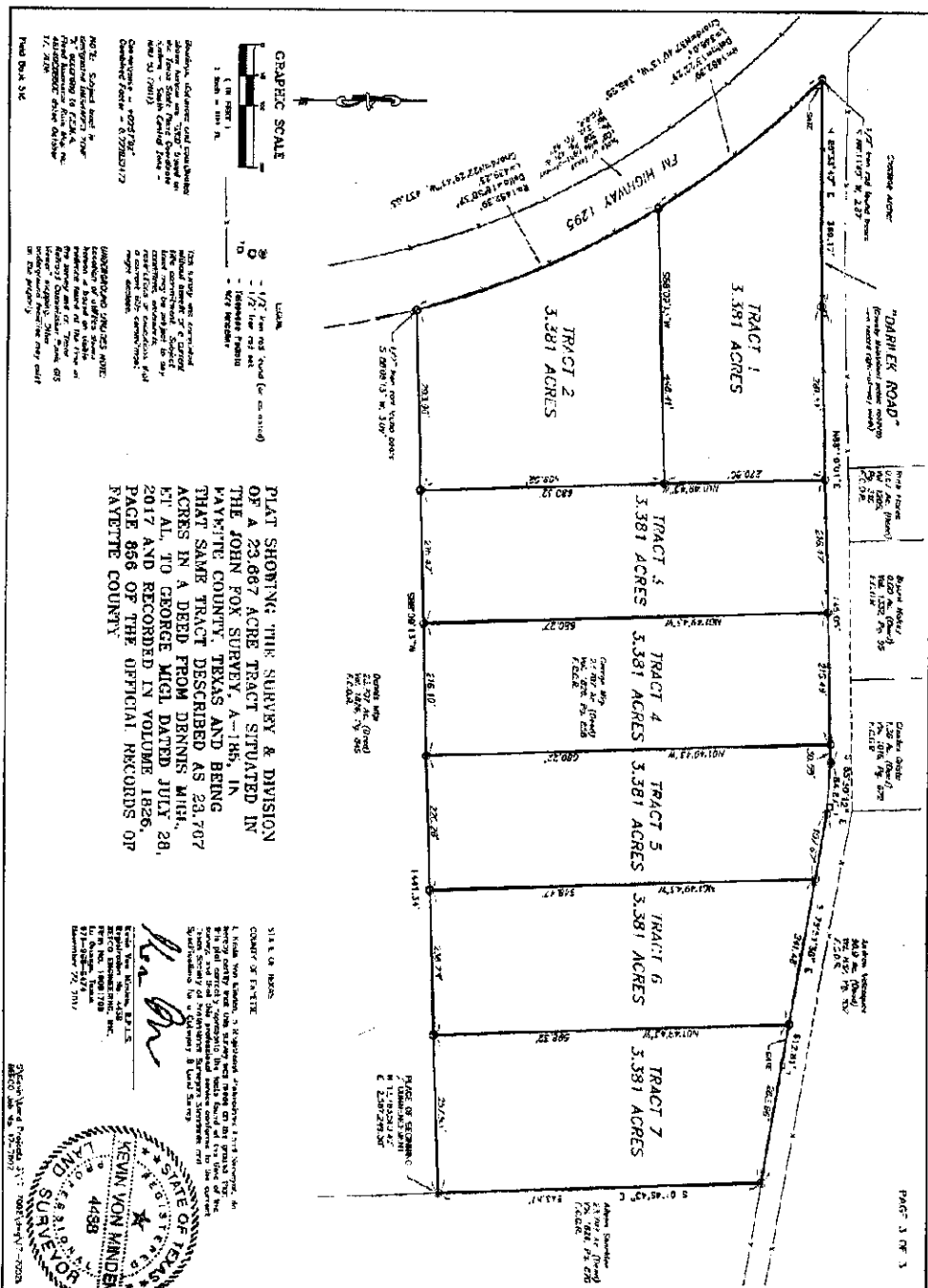
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Carolyn L. Caudle  
Notary Public in and for THE STATE of TEXAS



**EXHIBIT "A"**

8/6/2018 9:35:35 AM

STATE OF TEXAS                      COUNTY OF FAYETTE  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the OFFICIAL RECORDS  
of Fayette County, Texas as stamped hereon above line.

JULIE KARSTEDT, COUNTY CLERK

Stamp: 5 Page(s)

