

**Declaration of Restrictive Covenants for Milton Creek Ranch**  
**85.65 acres of land in Liberty Hill, TX 78642; Williamson County**

**Dated:** August 26, 2021

**Declarant:** Milton Creek Ranch LLC

**Property:** Being 85.65 acre tract of land in the Nathaniel H. Mix Survey No. 3, Abstract No. 411 in Williamson County, Texas, further being a portion of that certain tract of land called 105 acres in a Special Warranty Deed to Milton L. Pogue and Marilyn J. Oloff, of record in Document No. 2017029872 of the Official Public Records of Williamson County, Texas.

**Definitions**

- "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.
- "Declarant" means Milton Creek Ranch LLC.
- "Property" means the Property described above.
- "Tract" means each tract of land that contains any portion of the Property, herein as described in the Survey attached as Exhibit A.
- "Owner" means every owner of record of a fee interest Tract.

**Clauses and Covenants**

**A. Impositions of Covenants**

- a. Declarant imposes the Covenants on the Property. All owners and other occupants of the Tracts by the acceptance of their Deeds, Leases, or occupancy of any Tract agree that the Property is subject to the Covenants.
- b. The Covenants are necessary and desirable to establish a uniform plan for the use of the Property. The Covenants run with the land and bind the owners and occupants. Declarant retains the right to grant exemptions and exceptions on a case by case basis to individual Tracts.
- c. Each owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him/her to damages, and/or injunctive relief.

**B. Building Guidelines and Restrictions**

- a. No more than one single family residence and two outbuildings (including barn, storage shed, guest house, pool house, workshop, etc.) shall be constructed on any one Tract.
- b. Residences must be of no less than 1,500 square feet of living area, measured to the outside of the exterior walls (excluding garages, porches, patios, decks and detached accessory buildings).
- c. No mobile homes, manufactured homes, motor homes, Recreational Vehicles of any type ("RV"), or travel trailer may be used as a permanent residence on any Tract within the Property.
  - i. In the event a Tract Owner has their primary residence under construction, they may live in an RV or motor home for a period not to exceed twelve (12) months.
- d. Homes must be constructed utilizing 25% masonry (stone or brick). All construction and improvements shall be neutral in color.
- e. All boundaries for the construction of any buildings must remain 100 feet from the property lines.

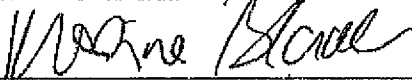
**C. Restrictions and Prohibited Activities**

- a. No loud or offensive noises after dark.
- b. No storage containers permitted on the Property.
- c. No shooting of any caliber firearm shall occur on the Tracts.
- d. No commercial activity, including manufacturing or industrial activity, except for the raising of livestock, farming of crops, and making hay is permitted on the Property.
- e. No swine or chicken farms.
  - i. Personal chicken coops and the raising of chickens thereof is permitted in limited circumstances only with a suitable coop that keeps chickens contained and not free to wander. No more than six (6) chickens shall be permitted on any Tract.
- f. No dumping of junk, rubbish, chemicals, or waste materials of any kind on any Tract.
- g. No unused, inoperable, or abandoned vehicles shall be permitted on the Property.
  - i. Any lawn equipment, recreational vehicles, boat or trailer shall be stored in a neat, organized manner next to a barn/workshop/garage or in an enclosure.
- h. No subdividing of the Tracts shall be allowed.
- i. Large grazing animals (limited to only cows or horses) shall be allowed on any Tract and the number shall be limited to one (1) animal of either type per two (2) acres of land.

#### D. General Provisions

- a. Term: This Declaration runs with the land and is binding in perpetuity.
- b. No Waiver: Failure to enforce this Declaration is not a waiver.
- c. Severability: The provisions of this Declaration are severable. If any provision of the Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
- d. Notice: any notices required by this Declaration must be given in writing via Certified Mail to all Tract Owners.
- e. Any cost associated with the enforcement of the provisions contained in this document will be paid by the party that commits the infraction(s), including all legal and enforcement costs.
- f. Buyer indemnifies and holds seller/Milton Creek Ranch LLC harmless for cattle grazing on said property.
- g. Seller/Milton Creek Ranch LLC does not guarantee any transference of AG exemption on Property to buyers.

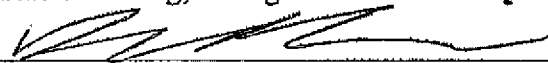
**Milton Creek Ranch, LLC, the Declarant:**

  
 Kristine Black, Manager


Date: 9/29/21

  
 Travis Redding, Manager

Date: 10/05/2021

  
 Kerry Redding, Manager

Date: 10/05/2021

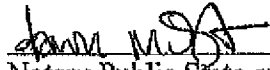
  
 Isaiah Tibbs, Manager

Date: 10/08/21

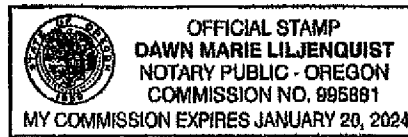
State of Texas ~~OREGON~~

County of ~~Williamson~~ ~~MULTNOMAH~~

This instrument was acknowledged before me on SEPTEMBER 29 2021 by Kristine Black, Manager of Milton Creek Ranch, LLC.



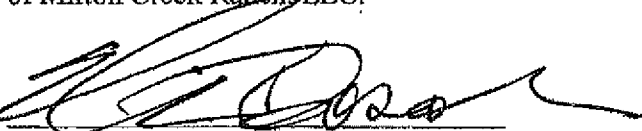
Notary Public State of Texas ~~OREGON~~



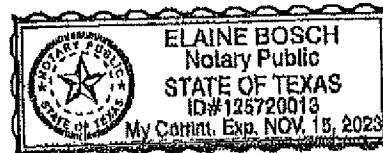
State of Texas

County of Williamson

This instrument was acknowledged before me on Oct. 5, 2021 by Travis Redding, Manager of Milton Creek Ranch, LLC.



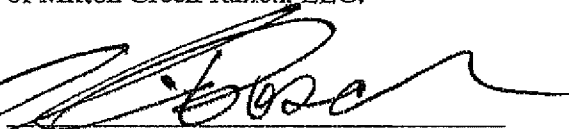
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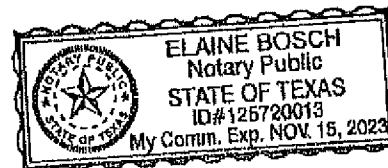
State of Texas

County of Williamson

This instrument was acknowledged before me on Oct. 5, 2021 by Kerry Redding, Manager of Milton Creek Ranch, LLC.



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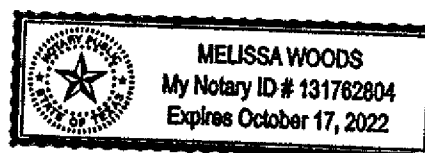
State of Texas

County of Williamson

This instrument was acknowledged before me on Oct 8, 2021 by Isaiah Tibbs, Manager of Milton Creek Ranch, LLC.



Notary Public State of Texas



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

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Pages: 4 Fee: \$34.00

10/12/2021 10:59 AM

MBARRICK



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas