



**DEED RESTRICTIONS
FOR THE MCDONALD TRACT IN BASTROP COUNTY, TEXAS**

THE STATE OF TEXAS, §
COUNTY OF BASTROP § KNOW ALL PERSONS BY THESE PRESENTS

WHEREAS, GWD HOLDINGS, LLC, PRESENT OWNER OF THE MCDONALD TRACT (HEREINAFTER REFERRED TO AS "OWNER"), WHICH CONSISTS OF 108 582 ACRES OUT OF LUBEL LEVERANCE SURVEY, ABSTRACT NO 225 IN BASTROP COUNTY, TEXAS (THE "MCDONALD TRACT"), INTENDS TO SEE THE DEVELOPMENT OF THIS PROPERTY SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF THE TRACTS AND HOMES IN THE AREA REFERRED TO, AND INTENDS TO MAINTAIN THE PROPERTY VALUES THEREOF, DOES NOW THEREBY SET FORTH THESE PROTECTIVE AND RESTRICTIVE COVENANTS, REGARDING THE USE OF SAID LAND, to wit

1

It is the intent of the undersigned owner(s) and developer(s), their respective heirs and assigns, to follow these restrictions and covenants and to notify all potential buyers of their existence

2

The following restrictions and covenants shall run with the land and shall be binding upon all purchasers of property in the McDonald Tract, their heirs and assigns

3

No owner of property in the McDonald Tract may subordinate these restrictions and covenants to any lender for any purpose

4

The restrictions and covenants are as follows and shall limit the use of the real property in the McDonald Tract as follows

- a No building shall be erected, altered, or permitted on any Lot other than up to two detached single-family dwelling, including a one bedroom one bathroom guest home connected or detached from any single-family residence, not to exceed two stories in height or 800sqft, with a private garage for not more than three (3) automobiles All tracts consisting of less than 2 acres of land will be permitted only one single-family residence All manufactured homes must be at least a double wide No single wide homes are permitted

- b. No structure not approved for residential use by Owner, including, but not limited to, trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.
- c. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to any neighbor(s) or neighborhood.
- d. No ingress or egress onto any Lot with a commercial motor vehicle consisting of a tractor, trailer, and having more than 6 but equal to or less than 18 wheels, combined. This provision does not apply to 1-ton or less motor vehicles.
- e. No commercial activity shall be permitted on any lot. Including, but not limited to RV parks or mobile home parks.
- f. Only one home is permitted on the shared well. Any additional single-family residence would need to have their own well to supply the water.

5.

If any person, or persons, shall violate, or attempt to violate these covenants, conditions, or restrictions, the Owner, its successors or assigns, or any person owning any interest in any of the tracts in said McDonald Tract, including mortgage interest, may enforce these restrictions, through a proceeding, at law, or in equity against the person or persons violating, or attempting to violate, any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages, or to obtain other relief for such violations. All expenses, including a reasonable attorney's fee, shall be paid in full by anyone violating these restrictions, in the event the party bringing such suit prevails.

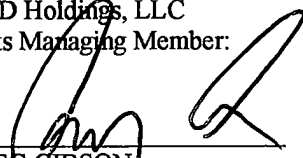
Notwithstanding any available equitable or legal remedies, and without waiver of same, any lot owner in violation of the aforementioned covenants, conditions, or restrictions, in addition to bringing such violations into compliance, shall be subject to a fine of \$200 per day plus reimbursement for costs, including attorney's fees incurred to collect such fines. Any person or persons who violates the aforementioned covenants, conditions, or restrictions shall have fourteen (14) calendar days to cure any violation after a written notice of such violations is mailed by certified mail return receipt requested to the person or persons committing such violation. If the violations are not cured within that time period, the Owner will assess a fine of \$200 per day until such violation is cured.

6.

The provisions hereof shall run with the property and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then Owners of the lots, has been recorded, agreeing to change or terminate said Declaration in whole or in part. These restrictive covenants and restrictions may be amended, modified, or rescinded as set forth in the Texas Property Code.

Dated this 4TH day of FEBRUARY, 2021

GWD Holdings, LLC
by its Managing Member:



GREG GIBSON

STATE OF TEXAS §
COUNTY OF WILKINSON

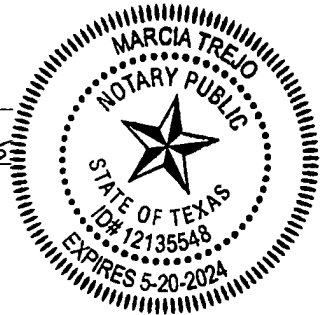
Before me MARCIA TREJO, Notary Public, on this day personally appeared Greg Gibson, known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on 4th Feb., 2021.

Return to Greg Gibson
16794 Marsala Springs dr
Round Rock TX - 78681



Notary Public, State of TEXAS



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



IRENEB

Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

February 04, 2021 02:51:46 PM

FEE: \$34.00

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RESTRICTION