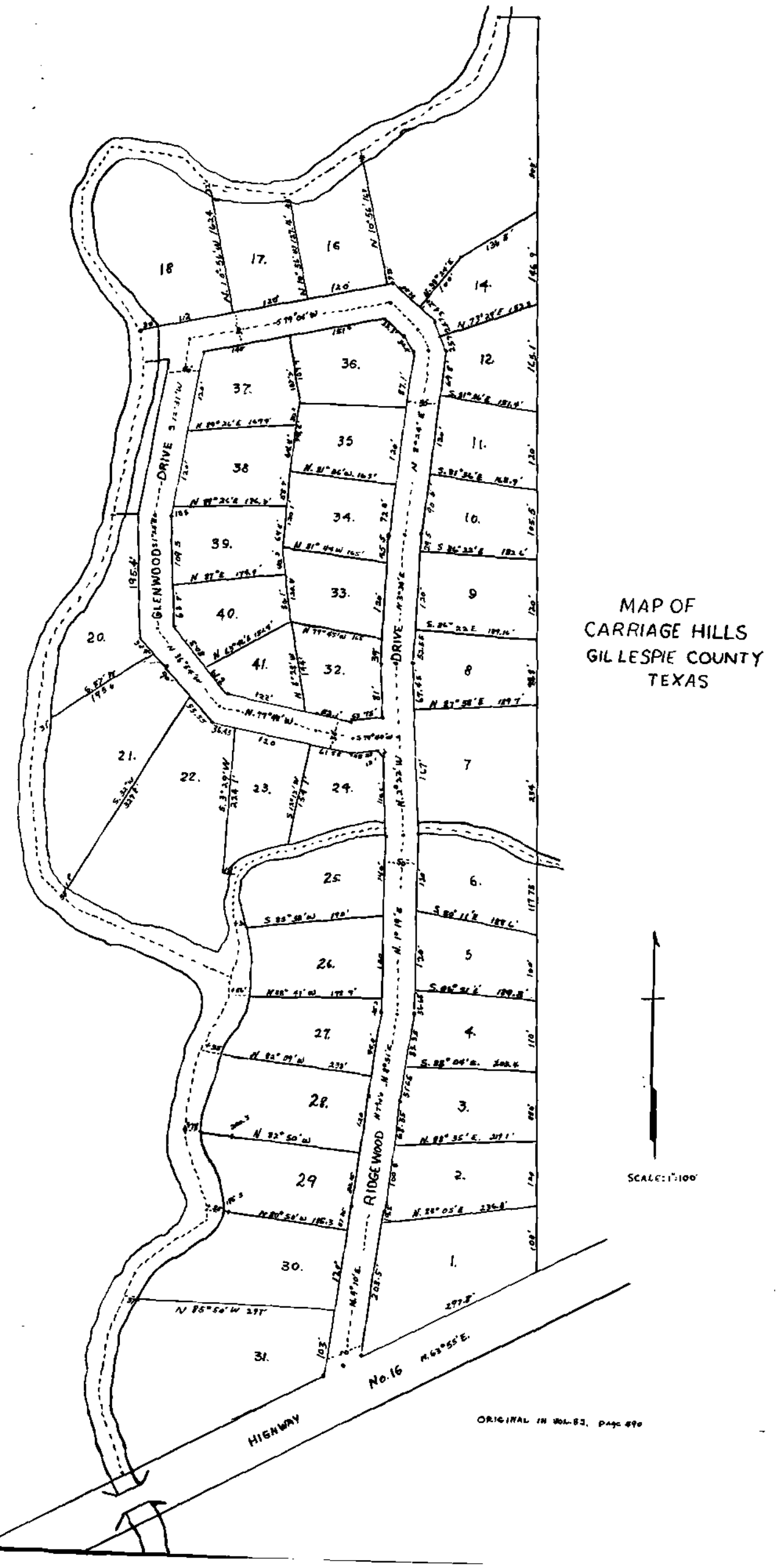

MAP OF
CARRIAGE HILLS
GILLESPIE COUNTY
TEXAS
GLENWOOD DRIVE
RIDGEWOOD DRIVE
HIGHWAY No. 16
SCALE: 1"=100'
ORIGINAL IN VOL. 83, Page 490

CARRIAGE HILLS ADDITION, UNIT NO. 4

TO THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS; BEING 26.73 ACRES OF LAND, PART OF SURVEY NO. 197, WM. H. ANDERSON

CURVE DATA

No.	Angle	Radius	Tan.	Length
1	90°00'	25.0'	25.0'	39.3'
2	5°19'	538.4'	25.0'	50.0'
3	5°19'	588.4'	27.3'	54.6'
4	99°40'	21.1'	25.0	36.7'
5	9°40'	354.8	30.0	59.8'
6	23°27'	120.4'	25.0'	49.3'
7	23°27'	170.4'	35.4'	69.8'
8	7°21'	3823'	25.0'	49.9'
9	7°21'	4393'	28.2'	56.3'

Scale 1" = 100'

(Proposed Future Development)

(Proposed Future Development)

DEERWOOD DRIVE

CRESTWOOD DRIVE

RIDGEWOOD DRIVE

QUAILWOOD DRIVE

ALLEY

BENCH MARK ELEV. 1719.42'

BENCH MARK ELEV. 1732.22'

BENCH MARK ELEV. 1759.53'

BENCH MARK ELEV. 1763.51'

S0°41'W 2570.5'

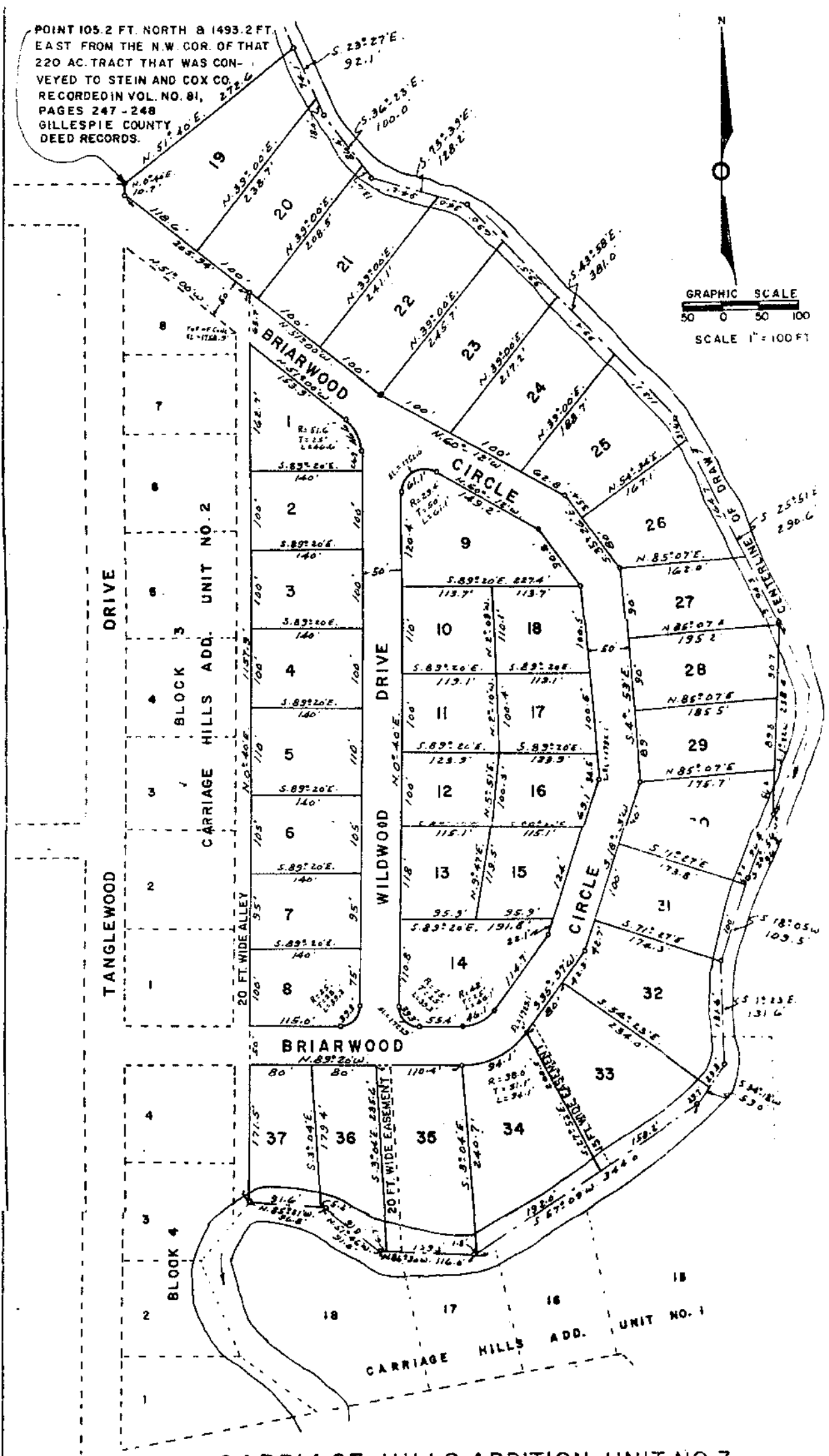
FREDERICK ROAD 60'

BLOCK NO. 1 (CARRIAGE HILLS ADDITION) UNIT NO. 2

BLOCK NO. 2

BRIARWOOD CIRCLE

RIDGEWOOD DRIVE



CARRIAGE HILLS ADDITION, UNIT NO. 3

TO THE CITY OF FREDERICKSBURG, GILLESPIE CO., TEXAS

BEING 17.75 ACRES OF LAND, PART OF SURVEY NO. 197, WM. H. ANDERSON.

DEVELOPERS — STEIN AND COX COMPANY

PLAT OF CARRIAGE HILLS ADDITION, UNIT NO. 3

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: STEIN AND COX COMPANY

Tyrus T. Cox

TYRUS T. COX, PRESIDENT

THE STATE OF TEXAS
COUNTY OF GILLESPIE

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED TYRUS T. COX 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8 DAY OF JANUARY A.D. 72

Louise J. DeBord

NOTARY PUBLIC, GILLESPIE COUNTY, TEXAS

THIS PLAT OF CARRIAGE HILLS ADDITION, UNIT NO. 3 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF FREDERICKSBURG, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 17 DAY OF March 1972, A.D.

THE PLANNING COMMISSION OF THE CITY OF FREDERICKSBURG, TEXAS.

(BY) acting Norman C. Rech
CHAIRMAN

THE STATE OF TEXAS
COUNTY OF GILLESPIE

THE UNDERSIGNED DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF CARRIAGE HILLS ADDITION, UNIT NO. 3, HAS BEEN DULY FILED WITH THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, EXAMINED, APPROVED, AND ORDERED ACCEPTED BY ORDER OF THE MINUTES OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG IN BOOK ___, PAGE ___.

GIVEN UNDER OUR OFFICIAL HANDS AND SEAL THIS 11 DAY OF April 19 72.

Ed W. Link

MAYOR, CITY OF FREDERICKSBURG, TEXAS

ATTEST:

Eunice Kiepe

CITY SECRETARY

THE STATE OF TEXAS
COUNTY OF GILLESPIE

I, ___ COUNTY CLERK OF GILLESPIE COUNTY, TEXAS, DO HEREBY CERTIFY THAT BY AN ORDER OF THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, ON THE ___ DAY OF ___, 19___, AND ENTERED IN THE MINUTES OF SAID COURT, IN BOOK ___ PAGE ___, THE FOREGOING PLAT WAS APPROVED AND THE DEDICATION ACCEPTED, AND THE SAID PLAT OF CARRIAGE HILLS ADDITION, UNIT NO. 3, WAS AUTHORIZED TO BE FILED FOR RECORD.

WITNESS MY HAND AND SEAL OF OFFICE ON THIS ___ DAY OF ___ 19___.

Julius Schoen

COUNTY CLERK, GILLESPIE COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF GILLESPIE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Victor L. Nixon

VICTOR L. NIXON
REGISTERED PUBLIC SURVEYOR
REGISTRATION NO. 655
DATED: December 31, 1971

Filed for record on the 11th day of April, 1972, at 2:00 o'clock P.M. Recorded in Volume 1 page 4, Plat Book Records of Gillespie County, Texas on this the 11th day of April, 1972, at 2:00 o'clock P.M.

Julius Schoen

County Clerk, Gillespie County, Texas

186/912-917 DR

MAYNETT COX BREITHAUPT, ET AL TO CITY OF FREDERICKSBURG

DEDICATION DEED, CARRIAGE HILLS ADDITION,
UNIT NO. 9

The State of Texas,)
County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That we, Maynette Cox Breithaupt, Tyra Cox Kane, Joe Thorp Cox, Peggy Nixon Cox, Individually and Independent Executrix of the Estate of Jay Stein Cox, Deceased, Nina Jan Cox Dwyer, and Tyrus T. Cox, of the Counties of Harris, Travis, and Gillespie and State of Texas and Essex County, New Jersey, being the sole owners of the following described land, to-wit:

Being 8.32 acres of land situated in Gillespie County, Texas, being part of the William H. Anderson Survey No. 197, Abstract No. 2, and being part of that 17.6 acre tract "C." of land described in a conveyance to Tyrus T. Cox, et al, by Frederick Enterprises, et al, dated August 5, 1982, found of record in Volume 148, pages 720-726, of the Deed Records of Gillespie County, Texas. Said 8.32 acre tract of land is described by metes and bounds as follows, to-wit;

BEGINNING at a steel bar found set in the South line of Deerwood Drive, for the S.W. corner of Carriage Hills Addition, Unit No. 6, to the City of Fredericksburg, plat found of record in Volume 1, page 82 of the Plat Records of Gillespie County, Texas, for the S. E. corner of this tract of land;

THENCE N. 0° 41' E., crossing Deerwood Drive, 50.0 feet to a steel bar found set in the West line of Edgewood Drive, for the S. W. corner of Carriage Hills Addition, Unit No. 8, plat found of record in Vol. 1, page 93 of the Plat Records of Gillespie County, Texas;

THENCE with the West boundary of said Carriage Hills Addition, Unit No. 8 as follows:

N. 0° 41' E. 712.3 feet to a steel bar;
N. 7° 08' E. 337.3 feet to a steel bar;
N. 0° 20' E., crossing Ridgewood drive, 50.0 feet to a steel bar;
N. 8° 14' W. 326.1 feet to a steel bar;
N. 1° 32' E. 858.4 feet to a steel bar;
N. 89° 19' W. 34.0 feet to a steel bar;
N. 0° 41' E., crossing Quailwood Drive, 190.2 feet in all to a steel bar, for the N. W. corner of said Carriage Hills Addition, Unit No. 8, for the N. N. E. corner of this tract of land;

THENCE N. 88° 38' W. 109.0 feet to a steel bar at a fence corner post, for the N. W. corner of that 17.6 acre tract of land described in said conveyance found of record in Volume 148, pages 720-726 of the Deed Records of Gillespie County, Texas, being a point in the East line of that 20 acre tract of land described in a conveyance to Elgin C. Usener, dated April 9, 1954, found of record in Vol. 72, pages 118-120 of the Deed Records of Gillespie County, Texas, for the N. W. corner of this tract of land;

THENCE with fence as follows:

S. 0° 39' W. 141.5 feet to a steel bar;
S. 1° 06' W., crossing proposed Quailwood Drive, 442.0 feet in all to a steel bar;
S. 1° 20' W. 291.9 feet to a steel bar at a corner post, for the S. E. corner of said 20 acre tract;

THENCE with the West line of a proposed 20 foot wide alley as follows:

S. 0° 49' E. 496.8 feet to a steel bar;
S. 1° 00' W., crossing proposed Ridgewood Drive, 50.0 feet to a steel bar;
S. 3° 25' W. 367.5 feet to a steel bar at a fence corner post, for the N. E. corner of that 49.98 acre tract of land described in a conveyance to Gilbert Nagel, dated February 1, 1946, found of record in Vol. 60, pages 234-235 of the Deed Records of Gillespie County, Texas;

THENCE with fence S. 1° 15' E., crossing proposed Deerwood Drive, 730.7 feet in all to a steel bar, for the N. W. corner of Lot No. 2, Carriage Hills Addition, Unit No. 7, plat found of record in Vol. 1, page 57 of the Plat Records of Gillespie County, Texas, for the S. W. corner of this tract of land;

THENCE with the North line of said Carriage Hills Addition, Unit No. 7, and with the south line of said Deerwood Drive, S. 89° 19' E. 129.8 feet to the place of beginning.

Surveyed January 12,1988, by Charles E. Ottmers, Registered Public Surveyors No. 1818.

Do hereby subdivide said property into CARRIAGE HILLS ADDITION, UNIT NO. 9, an addition to the City of Fredericksburg, Gillespie County, Texas as shown by the plat thereof herein referred to and made a part hereof, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications subject to the following restrictive and protective covenants.

The undersigned owners do hereby adopt the following protective covenants and conditions which are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1998, at which time said restrictions, protective covenants, and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) All lots in the addition are restricted to general residence use.

(2) No swine or any other animals that are noxious or offensive shall be kept on any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

(3) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

(4) No shack, trailer or tent shall be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

(5) Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling.

(6) No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

(7) All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(9) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertisting the property for sale or rent, or signed used by a builder to advertise the property during the construction and sales period.

(10) No trash shall be dumped in creeks. Owners are to keep property clean at all times.

(11) No dwelling house or building may be erected within 25 feet of front property line or within 6 feet of each side property line. A building may be erected upon the rear property line. No lot may be subdivided for an additional residence.

(12) No dwelling house shall be constructed upon any lot in this Addition, which contains less than 1450 square feet, exclusive of garage or carport.

(13) No dwelling house shall be constructed unless there is a 50% masonry on Exterior walls.

(14) No dwelling house shall be constructed on the above described lot unless it contains a two-car enclosed garage.

(15) No carport will be allowed on the above described lot.

(16) The Covenants and Conditions set forth above shall be covenants running with the title to any lot.

If the undersigned or their assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the subdivision may prosecute any proceedings in law or in equity against any such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent him, her, it or them from doing so and/or to recover damages or other dues for such violation.

Invalidation of any one of these covenants, by judgment or court order shall in no wise effect any of the other restrictive covenants and conditions which shall remain in full force and effect.

Executed this 15 day of Jan., 1988, and effective as of the date of the final approval of the plat of the herein described addition by all necessary authorities.

Maynett Cox Breithaupt
Maynett Cox Breithaupt

Tyra Cox Kane
Tyra Cox Kane

Joe Thorp Cox
Joe Thorp Cox

Peggy Nixon Cox
Peggy Nixon Cox, Individually and as Independent Executrix of the Estate of Jay Stein Cox, Deceased

Nina Jan Cox Dwyer
Nina Jan Cox Dwyer

Tyrus T. Cox
Tyrus T. Cox

THE STATE OF NEW JERSEY)
COUNTY OF Mercer) This instrument was acknowledged before me on June 19, 1988, by Maynett Cox Breithaupt.

Kathleen H. Michel
Notary Public, State of New Jersey
Notary's printed name: KATHLEEN H. MICHEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 23, 1991

My commission expires

THE STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on JANUARY 22, 1988, by Tyra Cox Kane.

JUDY D. JONES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 23, 1990

Notary Public, State of Texas
Notary's printed name: JUDY D. JONES
My commission expires 1-23-90

THE STATE OF TEXAS)

COUNTY OF GILLESPIE)

This instrument was acknowledged before me on Jan 15, 1988, by Joe Thorp Cox.

Carolyn Weidenfeller
Notary Public, State of Texas
Notary's printed name: Carolyn Weidenfeller
My commission expires 3-9-88

THE STATE OF TEXAS)

COUNTY OF GILLESPIE)

This instrument was acknowledged before me on January 26, 1988, by Peggy Nixon Cox, Individually and Independent Executrix of the Estate of Jay Stein Cox, Deceased.

Louise Friedrich
Notary Public, State of Texas
Notary's printed name:

LOUISE FRIEDRICH
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 2, 1

My commission expires 10-2-88

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on Jan 25, 1988, by Nina Jan Cox Dwyer.

SUSAN C. HARGIS
Notary Public, State of Texas
My Commission Expires Oct. 16, 1990

Susan C. Hargis
Notary Public, State of Texas
Notary's printed name:

My commission expires

THE STATE OF TEXAS)

COUNTY OF GILLESPIE) This instrument was acknowledged

before me on January 15, 1988, by Tyrus T. Cox.

LOUISE FRIEDRICH
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 2, 1988

Louise Friedrich
Notary Public, State of Texas
Notary's printed name:

LOUISE FRIEDRICH
My commission expires 10-2-88

VOL 157 PAGE 308

TYRUS T. COX, ET AL TO CITY OF FREDERICKSBURG

DEDICATION DEED, CARRIAGE HILLS ADDITION,
UNIT No. 8

The State of Texas,)

County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That Tyrus T. Cox and Jay Stein Cox, Trustee, of Gillespie County, Texas, being the sole owners of the following described tract of land, joined herein by lienholder, Texas American Bank/Fredericksburg, N. A., said land being:

9.28 acres of land situated in Gillespie County, Texas, being part of the Wm. H. Anderson Survey No. 197, Abstract No. 2 and being part of that 220 acre tract of land, more or less, described in a conveyance to Stein and Cox Company found of record in Vol. 81, pages 247-248 of the Deed Records of Gillespie County, Texas. Said 9.28 acre tract of land is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar found set for the N. W. corner of Carriage Hills Addition, Unit No. 6 to the City of Fredericksburg, Texas, plat found of record in Volume 1, page 82, of the Plat Records of Gillespie County, Texas, for the N.N.E. corner of this tract of land;

THENCE S. 0° 41' W., at 139.4 feet a steel bar in the North line of Quailwood Drive, 189.4 feet in all to a steel bar set for corner;

THENCE with South line of Quailwood Drive, S. 89° 19' E. 94.0 feet to a steel bar set in the West line of a 20 foot wide alley;

THENCE with West line of said alley as follows:

S. 2° 53' W. 844.7 feet;

S. 13° 42' E. 340.9 feet to a steel bar set in the North line of Ridgewood Drive;

THENCE with North line of Ridgewood Drive S. 67° 14' W. 15.5 feet to a steel bar;

THENCE S. 11° 02' E., crossing Ridgewood Drive 51.1 feet to a steel bar set in the West line of a 20 foot wide alley;

THENCE with West line of said alley as follows:

S. 8° 09' W. 279.9 feet;

S. 1° 56' W. 770.2 feet to a steel bar set in the North line of Deerwood Drive, for the S. E. corner of this tract of land;

THENCE with North line of Deerwood Drive, N. 89° 19' W. 165.0 feet to a steel bar set in the West line of a 50 foot wide street (Edgewood Drive), for the S.W. corner of this tract of land;

THENCE with the West line of said street (Edgewood Drive) as follows:

N. 0° 41' E. 712.3 feet to a steel bar;

N. 7° 08' E. 337.3 feet to a steel bar set in the South line of Ridgewood Drive;

THENCE N. 0° 20' E., crossing Ridgewood Drive, 50.0 feet to a steel bar;

THENCE with West line of a 50 foot wide street (Edgewood Drive) as follows:

N. 8° 14' W. 326.1 feet to a steel bar;

N. 1° 32' E. 858.4 feet to a steel bar set in the South line of Quailwood Drive;

THENCE with the South line of Quailwood Drive, N. 89° 19' W. 34.0 feet to a steel bar;

THENCE N. 0° 41' E., crossing Quailwood Drive 190.2 feet in all to a steel bar set for the N. W. corner of this tract of land;

THENCE S. 88° 53' E. 110.0 feet to the place of beginning.

Surveyed August 1, 1983, by Charles E. Ottmers, Registered Public Surveyor No. 1818.

Do hereby subdivide said property into CARRIAGE HILLS ADDITION, UNIT NO. 8, an addition to the City of Fredericksburg, Gillespie County, Texas, as shown by the plat thereof herein referred to and made a part hereof, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utitlities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications subject to the following restrictive and protective covenants.

The undersigned owner and lienholder do hereby adopt the following protective covenants and conditions which are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1994, at which time said restrictions, protective covenants and conditions

shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) All lots in the addition are restricted to general residence use.

(2) No swine or any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

(3) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

(4) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

(5) Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling.

(6) No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

(7) All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(9) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(10) No trash shall be dumped in creeks. Owners are to keep property clean at all times.

(11) No dwelling house or building may be erected within 25 feet of front property line or within 6 feet of each side property line. A building may be erected upon the rear property line. No lot may be subdivided for an additional residence.

(12) No dwelling house shall be constructed upon any lot in this Addition, which contains less then 1150 square feet, exclusive of garage or carport.

(13) No dwelling house shall be constructed unless there is 50% masonry on exterior walls.

(14) The Covenants and Conditions set forth above shall be covenants running with the title to any lot.

If the undersigned or their assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the subdivision may prosecute any proceedings in law or in equity against any

such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it of them from doing so and/or to recover damages or other dues for such violation.

In validation of any one of these covenants, by judgment or court order shall in no wise effect any of the other restrictive covenants and conditions which shall remain in full force and effect.

EXECUTED this 8th day of December, A. D. 1983.

Tyrus T. Cox
Tyrus T. Cox

Jay Stein Cox Trustee
Jay Stein Cox, Trustee

TEXAS AMERICAN BANK/FREDERICKSBURG, N.A.

By _____
President Ray Fulks

ATTEST:
_____ AC
Peggy Eckert

The State of Texas,)
County of Gillespie.) This instrument was acknowledged before me on
December 9, 1983, by Tyrus T. Cox.

_____
Notary Public for the State of Texas
Notary's printed name:

My commission expires 12-2-84

The State of Texas.)
County of Gillespie.) This instrument was acknowledged before me on
December 9, 1983, by Jay Stein Cox, Trustee, in the capacity therein stated.

_____
Notary Public for the State of Texas
Notary's printed name:

My commission expires

VOL 157 PAGE 312

The State of Texas,)

County of Gillespie.) This instrument was acknowledged before me on December 8, 1983, by Roy Fulks, President of Texas American Bank/Fredericksburg, N. A., a banking corporation, on behalf of said corporation.

Donna C. Wunderlich
Notary Public for the State of Texas
Notary's printed name:
Donna C. Wunderlich
My commission expires 4-5-87

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 157 Pages 308-312, filmed on the 16th day of December, A.D. 1983.

DORIS LANGE, Clerk, by Debbie L. Wahl Deputy.
Debbie L. Wahl

****

FREDERICK ENTERPRISES TO CITY OF FREDERICKSBURG

DEDICATION DEED, CARRIAGE HILLS ADDITION,
UNIT No. 6

VOL 144 PAGE 852

The State of Texas,)

County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That Frederick Enterprises, a co-partnership composed of Tyrus T. Cox, J..D. Stein and Jay Stein Cox, Trustee, of Gillespie County, Texas being the sole owner of the following described tract of land, joined herein by lienholder Fredericksburg National Bank, and the lienholders Tyrus T. Cox, Individually and as Independent Executor of the Estate of May Stein Cox, Deceased, Jay Stein Cox, individually, and Joe Thorp Cox, Maynett Cox Breithaupt, Tyra Cox Kane and Nina Jan Cox by their attorney in fact, Jay Stein Cox, said land being:

8.08 acres of land in Gillespie County, Texas, being part of the Wm. H. Anderson Survey No. 197. Said 8.08 acre tract of land is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar found set for the S. W. corner of Carriage Hills Addition, Unit No. 5 to the City of Fredericksburg, Texas, for the S. E. corner of this tract of land;

THENCE with the South line of Deerwood Drive, N. 89° 19' W. 300.0 feet to a steel bar set for the S. W. corner of this tract of land;

THENCE N. 0° 41' E., crossing Deerwood Drive, 50.0 feet to a steel bar set for corner;

THENCE S. 89° 19' E., crossing a proposed street, 165.0 feet to a steel bar set in the West line of an alley;

THENCE with the West line of said alley as follows:

N. 1° 56' E. 770.2 feet to a steel bar;

N. 8° 09' E. 279.9 feet to a steel bar;

THENCE N. 11° 02' W., crossing Ridgewood Drive, 51.1 feet to a steel bar set for corner;

THENCE N. 67° 14' E. 15.5 feet to a steel bar set in the West line of an alley;

THENCE with the West line of said alley as follows:

N. 1° 42' W. 340.9 feet to a steel bar;

N. 2° 53' E. 844.7 feet to a steel bar set for corner;

THENCE with the South line of Quailwood Drive N. 89° 19' W. 94.0 feet to a steel bar set for corner;

THENCE N. 0° 41' E. crossing Quailwood Drive, 189.4 feet in all to a steel bar set for the N. W. corner of Lot No. 87, for the N. W. corner of this tract of land;

THENCE S. 88° 53' E. 109.0 feet to a steel bar set for the N. E corner of Lot No. 87 for the N. N. E. corner of this tract of land;

THENCE S. 0° 41' W., crossing Quailwood Drive, 188.6 feet in all to a steel bar set for corner;

THENCE with the South line of Quailwood Drive, S. 89° 19' E. 125.0 feet to a steel bar set for the N. E. corner of Lot No. 88, for the E. N. E. corner of this tract of land;

THENCE with the West line of Driftwood Drive as follows:

S. 0° 41' W. 570.5 feet to a steel bar set for corner;

S. 10° 53' W. 245.1 feet to a steel bar set;

with the arc of a curve to the left having a radius of 128.1 feet and a central angle of 27° 43', in a Southerly direction a distance of 62.0 feet to a steel bar set;

S. 16° 50' E. 258.6 feet to a steel bar set in the North line of Ridgewood Drive;

THENCE with the North line of Ridgewood Drive, S. 67° 14' W. 38.3 feet to a steel bar set for corner;

THENCE S. 22° 46' E., crossing Ridgewood Drive, 50.0 feet to a steel bar set for the N. E. corner of Lot No. 98;

THENCE with the West line of Driftwood Drive as follows:

S. 0° 50' E. 324.8 feet to a steel bar;

S. 8° 09' W. 319.0 feet to a steel bar;

S. 0° 41' W., crossing Deerwood Drive, 506.4 feet in all to the place of beginning.

Field notes prepared from preliminary plat of Carriage Hills Addition Unit No. 6, as revised March 24, 1981, Charles E. Ottmers, Registered Public Surveyor No. 1818.

Do hereby subdivide said property into CARRIAGE HILLS ADDITION, UNIT NO. 6, an addition to the City of Fredericksburg, Gillespie County, Texas, as shown by the plat thereof attached hereto and made a part hereof, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications subject to the following restrictive and protective covenants.

The undersigned owner and lienholder do hereby adopt the following protective covenants and conditions which are to run with the land and shall be binding upon all parties and all persons claiming under them until June 6, 1993, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) No swine or any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

(2) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

(3) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

(4) No trailer, trailerhouse, tent, or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling.

(5) No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

(6) All restrictive covenants and conditions herein shall apply to future remodeling or building and to rebuilding in case of destruction by fire or the elements.

(7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(9) No trash shall be dumped in creeks, Owners are to keep property clean at all times.

(10) No dwelling house or building may be erected within 25 feet of front property line or within 6 feet of each side property line. A building may be erected upon the rear property line. No lot may be subdivided for an additional residence.

(11) No dwelling house shall be constructed on Lots Nos. 87, 88, 89, 90, 91, 92, 93, 94, 95, 96 and 97, which contain less than 1350 square feet, exclusive of garage or carport and no dwelling house shall be constructed on Lots Nos. 98, 99, 100, 101, 102, 103, 104, 105, 106 and 107, which contain less than 1150 square feet, exclusive of garage or carport.

(12) No dwelling house shall be constructed unless there is 50% masonary on exterior walls.

(13) The Covenants and Conditions set forth above shall be covenants running with the title to any lot.

If the undersigned or their assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the subdivision may prosecute any proceedings in law or in equity against any such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it of them from doing so and/or to recover damages or other dues for such violation.

In validation of any one of these covenants by judgement or court order shall in no wise effect any of the other restrictive covenants and conditions which shall remain in full force and effect.

Executed this 17 day of August, A. D. 1981.

FREDERICK ENTERPRISES

By J. D. Stein
J. D. Stein

By Tyrus T. Cox
Tyrus T. Cox

By Jay Stein Cox
Jay Stein Cox

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ATTEST:

FREDERICKSBURG NATIONAL BANK

By

Tyrus T. Cox, Individually and as Independent Executor of the Estate of May Stein Cox, Deceased.

Jay Stein Cox

Tyra Cox Kane
By attorney in fact, Jay Stein Cox

Nina Jan Cox
By attorney in fact, Jay Stein Cox

Joe Thorp Cox
By attorney in fact, Jay Stein Cox

Maynett Cox Breithaupt
By attorney in fact, Jay Stein Cox

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, on this day personally appeared J. D. Stein, 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.

Given under my hand and seal of office, this 17 day of AUGUST, A. D. 1981.

Florence Jaeschke
Notary Public, Gillespie County, Texas.
My commission expires: 2-12-85

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Tyrus T. Cox, 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.

Given under my hand and seal of office, this 17th day of August, A. D. 1981.

Louise Friedrich
Notary Public, Gillespie County, Texas
My commission expires: 10-2-84

NOTARY PUBLIC IN AND FOR GILLESPIE COUNTY, TEXAS

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The State of Texas,)
County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Jay Stein Cox, 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, this 17th day of August, A. D. 1981.

Louise Friedrich
Notary Public, Gillespie County, Texas
My commission expires: 10-2-84

NOTARY PUBLIC IN AND FOR GILLESPIE COUNTY, TEXAS

The State of Texas,)
County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Ray Fulks, President of Fredericksburg National Bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Fredericksburg National Bank, a corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 19 day of August, A. D. 1981.

Diana C. Wiemers
Notary Public
Gillespie County, Texas
My Commission Expires

Diana C. Wiemers
Notary Public, Gillespie County, Texas
My commission expires: 4-03-84

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Tyrus T. Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same both individually and in the capacity therein stated.

Given under my hand and seal of office, this 17th day of August, A. D. 1981.

Louise Friedrich
Notary Public, Gillespie County, Texas.
My commission expires: 10-2-84

LOUISE FRIEDRICH
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY, TEXAS

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, in and for said County, Texas, on this day personally appeared Jay Stein Cox, known to me to be the person whose name is subscribed to the foregoing instrument, both individually and as the attorney in fact for Joe Thorp Cox, Maynett Cox Breithaupt, Tyra Cox Kane and Nina Jan Cox, and acknowledged to me that the subscribed names of Joe Thorp Cox, Maynett Cox Breithaupt, Tyra Cox Kane and Nina Jan Cox, thereto as principals and his own name as attorney in fact and individually and executed the same for the purposes and consideration therein expressed, both individually and in the capacity therein set forth.

Given under my hand and seal of office, this 17th day of August, A. D. 1981.

Louise Friedrich
Notary Public, Gillespie County, Texas.
My commission expires: 10-2-84

LOUISE FRIEDRICH
NOTARY PUBLIC IN AND FOR
GILLESPIE COUNTY, TEXAS

FREDERICK ENTERPRISES TO CITY OF FREDERICKSBURG

CORRECTION
DEDICATION DEED, CARRIAGE HILLS ADDITION,
UNIT NO. 5

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The State of Texas,)
County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That FREDERICK ENTERPRISES, a co-partnership composed of Tyrus T. Cox and J. D. Stein, of Gillespie County, Texas, being the sole owner of the following described tract of land, and joined herein by FREDERICKSBURG NATIONAL BANK, lienholder on the hereinafter described tract of land, said land being: 10.61 acres of land in Gillespie County, Texas, being part of the Wm. H. Anderson Survey No. 197. Said 10.61 acre tract of land is described by metes as bounds as follows, to-wit:

BEGINNING at a steel bar found set for the N. W. corner of Carriage Hills Addition Unit No. 4 to the City of Fredericksburg, Texas, being a point 311.2 feet South and 633.5 feet East of the N. W. corner of that 220 acre tract of land that was conveyed to Stein and Cox Co., found of record in Volume 81, pages 247-248 of the Deed Records of Gillespie County, Texas, for the N. E. corner of this tract of land;

THENCE as follows:

N. 88° 23' W. 96.5 feet to a steel bar found set for corner;

S. 0° 36' W. 39.4 feet to a steel bar found set for corner;

N. 88° 53' W. 213.6 feet to a steel bar set for the N. W. corner of this tract of land;

THENCE as follows:

S. 0° 41' W. 108.6 feet to a steel bar set in the South line of Quailwood Drive;

S. 89° 19' E. 125.0 feet to a steel bar set for the intersection point of the South line of Quailwood Drive with the West line of Driftwood Drive;

THENCE with the West line of Driftwood Drive as follows:

S. 0° 41' W. 570.5 feet to a steel bar for corner;

S. 10° 53' W. 245.1 feet to a steel bar for corner;

with the arc of a curve to the left having a radius of 128.1 feet and a central angle of 27° 43', in a Southerly direction, a distance of 62.0 feet to a steel bar set for corner;

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S. 16° 50' E. 253.6 feet to a steel bar set in the North line of Ridgewood Drive, for corner;

THENCE with the North line of Ridgewood Drive, S. 67° 14' W. 38.3 feet to a steel bar set for corner;

THENCE S. 22° 46' E. 50.0 feet to a steel bar set in the West line of Driftwood Drive for corner;

THENCE with the West line of Driftwood Drive as follows:

S. 0° 50' E. 324.8 feet to a steel bar set for corner;

S. 8° 09' W. 319.0 feet to a steel bar set for corner;

S. 0° 41' W. 506.4 feet to a steel bar set in the South line of Deerwood Drive, for the S. W. corner of this tract of land;

THENCE with the South line of Deerwood Drive, S. 89° 19' E. 170.0 feet to a steel bar set for the S. W. corner of Carriage Hills Addition, Unit No. 4, for the S. E. corner of this tract of land;

THENCE with the West boundary line of Carriage Hills Addition, Unit No. 4, as follows:

N. 0° 41' E. 500.0 feet to a steel bar;

N. 6° 19' E. 321.7 feet to a steel bar;

N. 0° 41' E. 400.5 feet to a steel bar set in the South line of Ridgewood Drive;

N. 22° 46' W. 50.0 feet to a steel bar found set in the North line of Ridgewood Drive;

N. 67° 14' E. 39.3 feet to a steel bar found set in the North line of Ridgewood Drive;

N. 12° 41' W. 214.7 feet to a steel bar;

N. 4° 29' E. 239.6 feet to a steel bar;

N. 0° 58' W. 314.8 feet to a steel bar;

N. 0° 41' E. 302.8 feet to a steel bar found set in the South line of Quailwood Drive;

N. 8° 59' W. 50.0 feet to a steel bar found set in the North line of Quailwood Drive;

N. 81° 01' E. 28.8 feet to a steel bar found set in the North line of Quailwood Drive;

N. 0° 41' E. 151.1 feet to the place of beginning.

Surveyed by Charles E. Ottmers, Registered Public Surveyor No. 1818, September 27, 1978. Do hereby subdivide said property into CARRIAGE HILLS ADDITION, UNIT NO. 5,

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an addition to the City of Fredericksburg, Gillespie County, Texas, as shown by the plat thereof attached hereto and made a part hereof, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and allwys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner andlienholder do hereby adopt the following protective covenants and conditions which are to run with the land and shall be binding upon all parties and all persons claiming under them until June 6, 1993, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of twn (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) No swine of any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

(2) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

(3) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

(4) No trailer, trailerhouse, tent, shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments or servant's quarters may be contructed as long as they are not the main dwelling.

(5) No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

(6) All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

(7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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(8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(9) No trash shall be dumped in creeks, Owners are to keep property clean at all times.

(10) No dwelling house or building may be erected within 25 feet of front property line or within 6 feet of each side property line. A building may be erected upon the real property line. No lot may be subdivided for an additional residence.

(11) No dwelling house shall be constructed upon any lot in this Addition, which contains less than 1150 square feet, exclusive of garage or carport.

(12) No dwelling house shall be constructed unless there is 50% masonry on Exterior walls.

(13) The Covenants and Conditions set forth above shall be covenants running with the title to any lot.

If the undersigned or their assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the subdivision may prosecute any proceedings in law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it of them from doing so and/or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other restrictive covenants and conditions which shall remain in full force and effect.

EXECUTED this 9th day of April, A. D. 1979.

FREDERICK ENTERPRISES

By Tyrus T. Cox
Tyrus T. Cox

By J. D. Stein
J. D. Stein

FREDERICKSBURG NATIONAL BANK

By Ray Fulks
Ray Fulks, President

ATTEST:

Donald D. Dittmar

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, on this day personally appeared J. D. Stein, 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.

Given under my hand and seal of office, this 9 day of April, A. D. 1979.

Deborah Jacoby
Notary Public, Gillespie County, Texas.
My commission expires 11/30/80

DEBORAH JACOBY
Notary Public in and for
Gillespie County, Texas

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Tyrus T. Cox, 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.

Given under my hand and seal of office, this 9 day of April, A. D. 1979.

Deborah Jacoby
Notary Public, Gillespie County, Texas.
My commission expires 11/30/80

DEBORAH JACOBY
Notary Public in and for
Gillespie County, Texas

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Ray Fulks, President of Fredericksburg National Bank, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this 9 day of April, A. D. 1979.

Vicki Schmidt
Notary Public, Gillespie County, Texas. VICKI SCHMIDT
My commission expires 3-31-81

Filed for record in my office the 24th day of July A.D. 1979 at 4:23 o'clock P .M. and duly recorded the 26th day of July A.D. 1979 at 1:36 o'clock P.M. in Volume 130 , pages 110-114 , Deed Records.

Doris Lange ,Clerk, County Court, Gillespie County, Texas.

DEDICATION DEED

The State of Texas,)

County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That FREDERICK ENTERPRISES, a co-partnership composed of J. D. Stein and Tyrus T. Cox, the sole owner of the hereinafter described land and joined herein by FREDERICKSBURG NATIONAL BANK, the lienholder against said land which is described as follows, to-wit:

26.73 acres of land in Gillespie County, Texas, out of and part of Survey No. 197, originally granted to Wm. H. Anderson, Gillespie County Abstract No. 2, and being a portion of that 220 acre tract of land, more or less, that was conveyed to Stein & Cox Company by Mrs. Amalia McDougall, by deed dated December 29, 1961, recorded in Vol. 81, pages 247-248 of the Deed Records of Gillespie County, Texas, said 26.73 acres of land being described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set in the West line of Frederick Road, being a point 323.8 feet South and 1078.5 feet East of the N. W. corner of the aforesaid 220 acre tract of land, more or less, that was conveyed to Stein and Cox Company for the N. E. corner of this tract of land;

THENCE with the West line of Frederick Road, S. 0° 41' W. 2570.5 feet to a steel bar set for the S. E. corner of this tract of land;

THENCE with the arc of a curve to the left, having a radius of 25.0 feet and a central angle of 90° 00', in a northwesterly direction a distance of 39.3 feet to a steel bar set for corner;

THENCE N. 89° 19' W. 445.0 feet to a steel bar set for the S. W. corner of this tract of land;

THENCE N. 0° 41' E. 500.0 feet to a steel bar set for corner;

THENCE N. 6° 19' E. 321.7 feet to a steel bar set for corner;

THENCE N. 0° 41' E. 400.5 feet to a steel bar set for corner;

THENCE N. 22° 46' W. 50.0 feet to a steel bar set for corner;

THENCE N. 67° 14' E. 39.3 feet to a steel bar set for corner;

THENCE N. 12° 41' W. 214.7 feet to a steel bar set for corner;

THENCE N. 4° 29' E. 239.6 feet to a steel bar set for corner;

THENCE N. 0° 58' W. 314.8 feet to a steel bar set for corner;

THENCE N. 0° 41' E. 302.8 feet to a steel bar set for corner;

THENCE N. 8° 59' W. 50.0 feet to a steel bar set for corner;

THENCE N. 81° 01' E. 28.8 feet to a steel bar set for corner;

THENCE N. 0° 41' E. 151.1 feet to a steel bar set for the N. W. corner of this tract of land;

THENCE S. 88° 23' E. 445.2 feet to the place of beginning.

Surveyed by Victor L. Nixon, Registered Public Surveyor, Reg. No. 655, December 18, 1972.

does hereby subdivide said property into Carriage Hills Addition, Unit No. 4, to the City of Fredericksburg, Gillespie County, Texas, as shown by plat thereof attached hereto and made a part hereof, and as approved by the Board of Commissioners of the City of Fredericksburg, Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, subject to the following restrictions and protective covenants. The undersigned owner and lienholder do hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1988, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

1. No swine or any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

2. Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

3. No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

4. No trailer, trailerhouse, tent, shack shall ever be used as a dwelling temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling.

5. No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

6. All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No trash shall be dumped in creeks. Owners are to keep property clean at all times.

10. No dwelling house or building may be erected within 25 feet of front property line or within 6 feet of each side property line. A building may be erected upon the rear property line. No lot may be subdivided for an additional residence.

11. No dwelling house shall be constructed upon any lot in this Addition, which contains less than 1050 square feet, exclusive of garage or carport.

12. Lots One (1) through and including Twenty Five (25) are zoned General Residence District and Lots Twenty Six (26) through and including Sixty Three (63) are zoned One Family Dwelling District.

The Covenants and Conditions set forth above shall be covenants

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running with the title to any lot. If the undersigned or its successors, heirs or assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the addition may prosecute any proceedings at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

EXECUTED this 2nd day of JANUARY, A. D. 1973.

FREDERICK ENTERPRISES

By _____

By _____
Partners

FREDERICKSBURG NATIONAL BANK

By _____
President

ATTEST: _____
Cashier V P

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority in and for said County, Texas, on this day personally appeared

J. D. Stein and Tyrus T. Cox, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 2 day of January, A. D. 1973.

Louise F. DeBord

Notary Public, Gillespie County, Texas.

LOUISE F. DEBORD
Notary Public, Gillespie County, Texas

The State of Texas,)
County of Gillespie.) Before me, the undersigned authority in and for said County, Texas, on this day personally appeared H. L. Joseph, President of Fredericksburg National Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 2 day of January, A. D. 1973.

Vernice Dawson

Notary Public, Gillespie County, Texas.

FREDERICK ENTERPRISES TO CITY OF FREDERICKSBURG

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THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

ELECTRICAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FREDERICK ENTERPRISES, a partnership composed of J. D. STEIN and TYRUS COX, of the County of Gillespie and State of Texas, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, to us in hand paid by the CITY OF FREDERICKSBURG, a Municipal Corporation, of Gillespie County, Texas, have this day GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the CITY OF FREDERICKSBURG, its successors and assigns, an easement or right-of-way for the purpose of constructing and maintaining electric utility poles, cable guys, buried guy anchors, overhead electrical power conductors and equipment, over, across and upon those lots of Carriage Hills, Unit No. 4, Addition to the City of Fredericksburg, Gillespie County, Texas, as such lots are shown, designated and delineated on the map or plat of said addition found of record in the Map or Plat Records of Gillespie County, Texas.

The center line of this easement is described by metes and bounds as follows, to-wit:

On Lot No. 45, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the East side of a 20' alley that bears South 0 deg. 41' West 67' from the Northwest corner of Lot No. 45;
THENCE Northerly about 67 feet to a point in the North boundary of Lot 45 that bears South 89 deg. 19 East 1.92' from the Northwest corner of Lot 45;

On Lot No. 46, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of said Lot 46 that bears South 89 deg. 19 East 1.92' from the Southwest corner of Lot 46;
THENCE Northerly about 109 feet to a point in the North boundary of Lot 46 that bears South 89 deg. 19 East 5' from the Northwest corner of Lot 46; A utility pole will be placed 1 foot South of the Northwest corner of Lot 46;

On Lot No. 47, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of Lot 47, that bears South 89 deg. 19 East 5' from the Southwest corner of Lot 47;
THENCE Northerly about 109' to a point in the North boundary of Lot 47 that bears South 89 deg. 19 East 7.33' from the Northwest corner of Lot 47;

On Lot No. 48, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of Lot 48 that bears 7.33' South 89 deg. 19 East from the Southwest corner of Lot 48;
THENCE Northerly to a point in a 20' alley that bears South 6 deg. 19' West 17.5' from the Northwest corner of Lot 48; A buried guy anchor is located at a point that bears South 89 deg. 19 East 6 feet and South 1 foot from the Northwest corner of said Lot 48;

On Lot No. 55, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the East boundary of a 20' alley that bears North 12 deg. 41 West 5' from the Southwest corner of Lot 55;
THENCE Northerly about 107 feet to a point in the North boundary of Lot 55 that bears South 89 deg. 19 East 15.08 feet from the Northwest corner of Lot 55;

On Lot No. 56, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of Lot 56 that bears South 89 deg. 19 East 15.08 feet from the Southwest corner of Lot 56;
THENCE Northerly about 105 feet to a point in the North boundary of Lot 56 that bears South 89 deg. 19 East 6.41 feet from the Northwest corner of Lot 56;

On Lot No. 57, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of Lot 57 that bears South 89 deg. 19 East 6.41 feet from the Southwest corner of Lot 57;
THENCE Northerly about 77 feet to a point in the East boundary of a 20 foot alley that bears North 4 deg. 29' East 77.6 feet from the Southwest corner of Lot 57; A utility pole is placed one foot North of the South boundary of Lot 57;

On Lot No. 59, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the East boundary of a 20' alley that bears North 0 deg. 58' West 65.4 feet from the Southwest corner of Lot 59;
THENCE Northerly about 39 feet to a point in the North boundary of Lot 59 that bears South 89 deg. 19' East 0.5 feet from the Northwest corner of Lot 59;

On Lot No. 60, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg
BEGINNING at a point in the South boundary of Lot No. 60 that bears South 89 deg. 19 feet East 0.5 feet from the Southwest corner of Lot 60;
THENCE Northerly 103.9 feet to a point in the North boundary of Lot 60 that bears South 89 deg. 19' East 2.0 feet from the Northwest corner of Lot 60;

On Lot No. 61, of Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of Lot 61 that bears South 89 deg. 19 East 2.0 feet from its Southwest corner;
THENCE Northerly 105 feet to a point in the North boundary of Lot 61 that bears South 89 deg. 19' East 0.33' from the Northwest corner of Lot 61; A utility pole will be placed 1 foot North of the South boundary of Lot 61;

On Lot No. 62, of the Carriage Hills, Unit No. 4 Addition to the City of Fredericksburg;
BEGINNING at a point in the South boundary of Lot No. 62 that bears South 89 deg. 19' East 0.33 feet from its Southwest corner;
THENCE Northerly about 20 feet to a point in the East boundary of a 20 foot alley that bears North 0 deg. 41' East 21.7 feet from the Southwest corner of Lot 62;

No. 76,
On proposed lot/situated in Carriage Hills, Unit No. 5 Addition to the City of Fredericksburg, located Northwest of the intersection of Ridgewood Drive and Alley No. 4 of the Carriage Hills Addition, No. 4 to the City of Fredericksburg: A buried guy anchor will be placed at a point which bears North 12 deg. 41' West 45.2 feet and West 5 feet from the Southeast corner of said proposed lot, all as shown on Exhibit "A", attached hereto.

The City of Fredericksburg shall have the right of ingress and egress over said land to and from guys, poles and service wires and appurtenances, for the purpose of constructing, inspecting, maintaining and/or removing any or all of said equipment.

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TO HAVE AND TO HOLD the above described rights, easement and right-of-way unto the City of Fredericksburg, its successors and assigns, until said poles, service wires, guys and anchors and all appurtenances shall be abandoned or moved.

And Grantors hereby bind themselves, their heirs, executors and assigns to WARRANT AND FOREVER DEFEND all and singular the above described rights, easement and right-of-way unto the City of Fredericksburg, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 14 day of April, A. D., 1978.

FREDERICK ENTERPRISES

By J. D. Stein
J. D. Stein

Tyrus Cox
Tyrus Cox

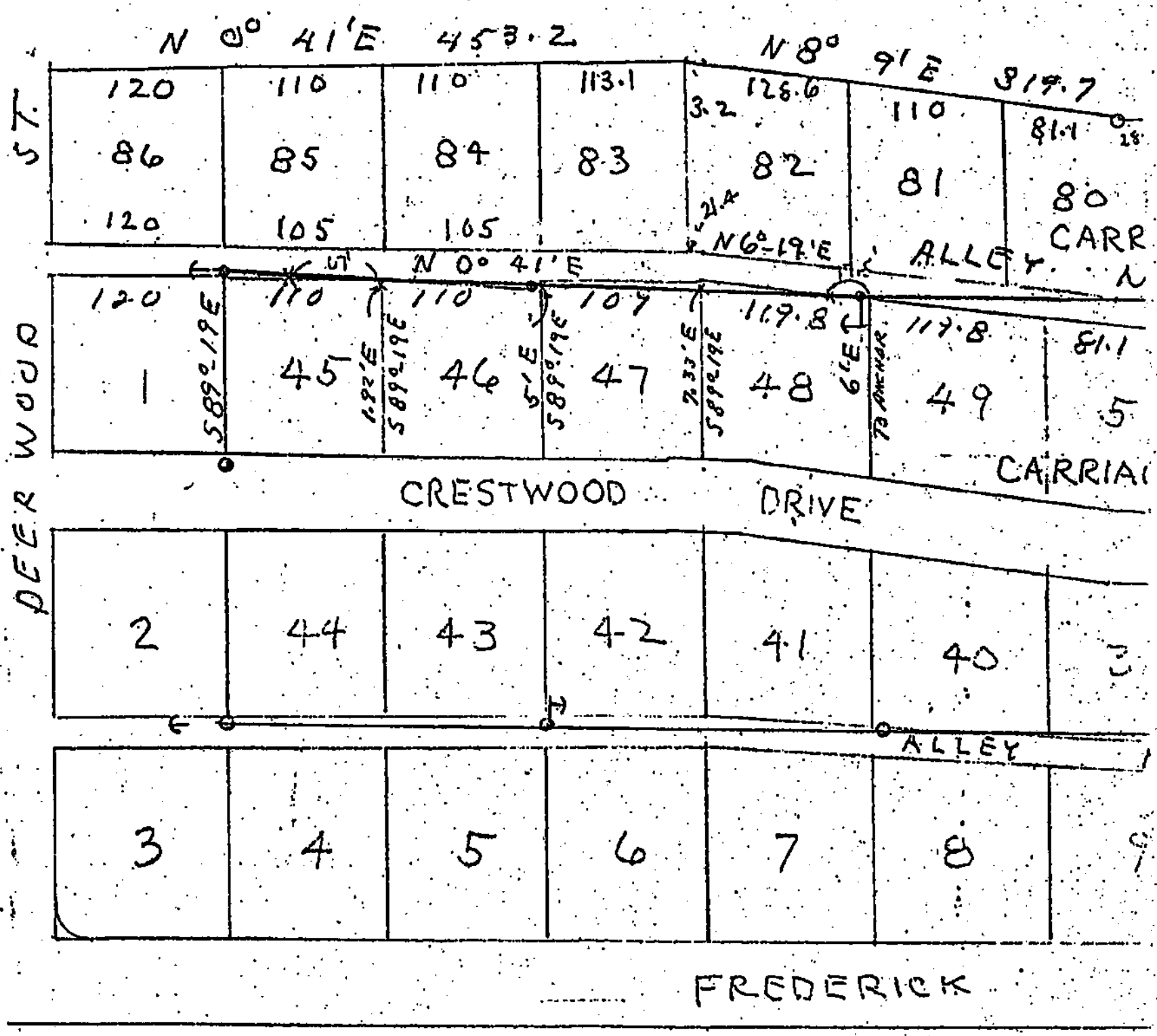
THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.)

BEFORE ME, the undersigned authority, on this day personally appeared J. D. Stein and Tyrus Cox, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

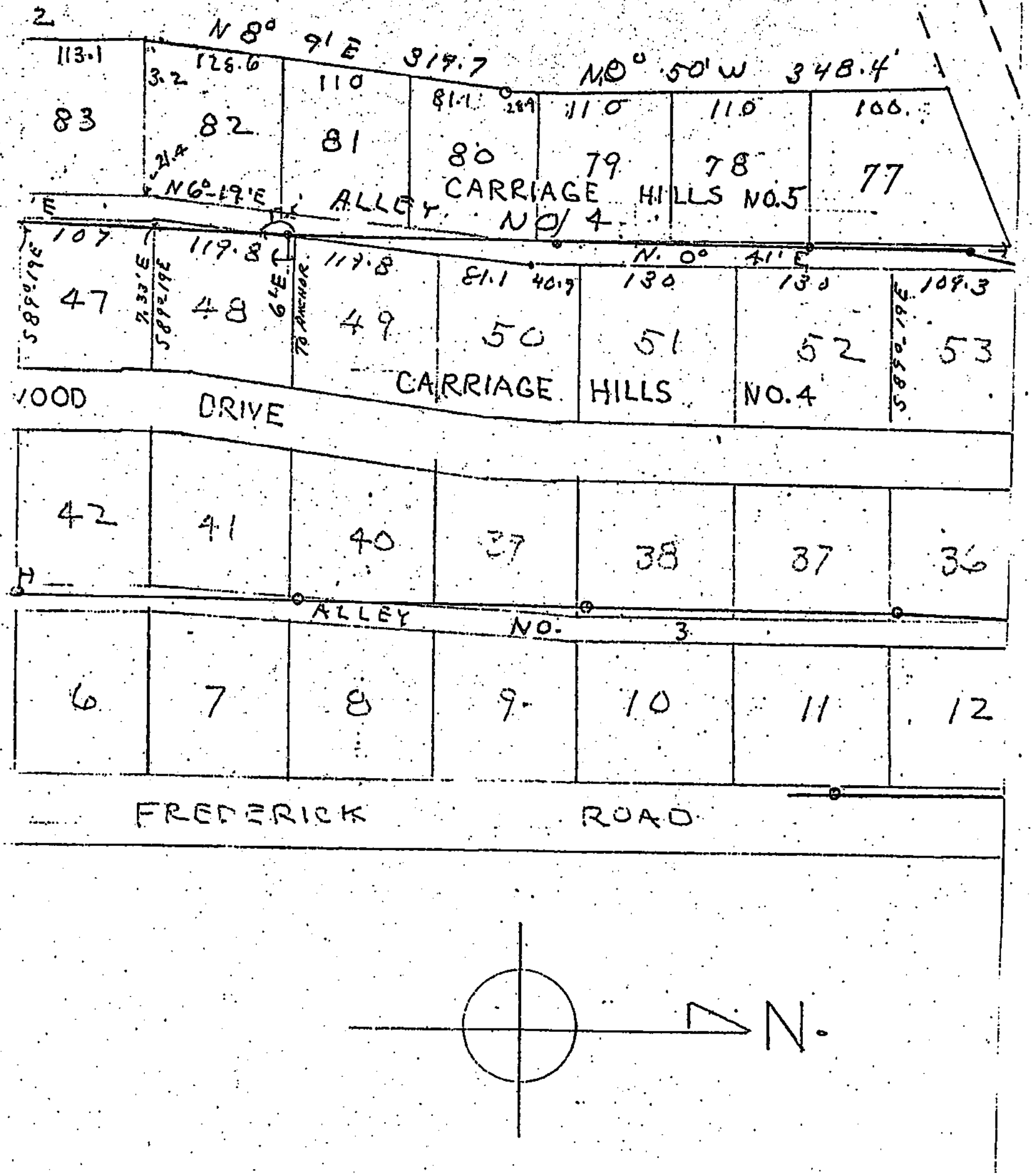
GIVEN under my hand and seal of office, this the 14 day of April, A. D., 1978.

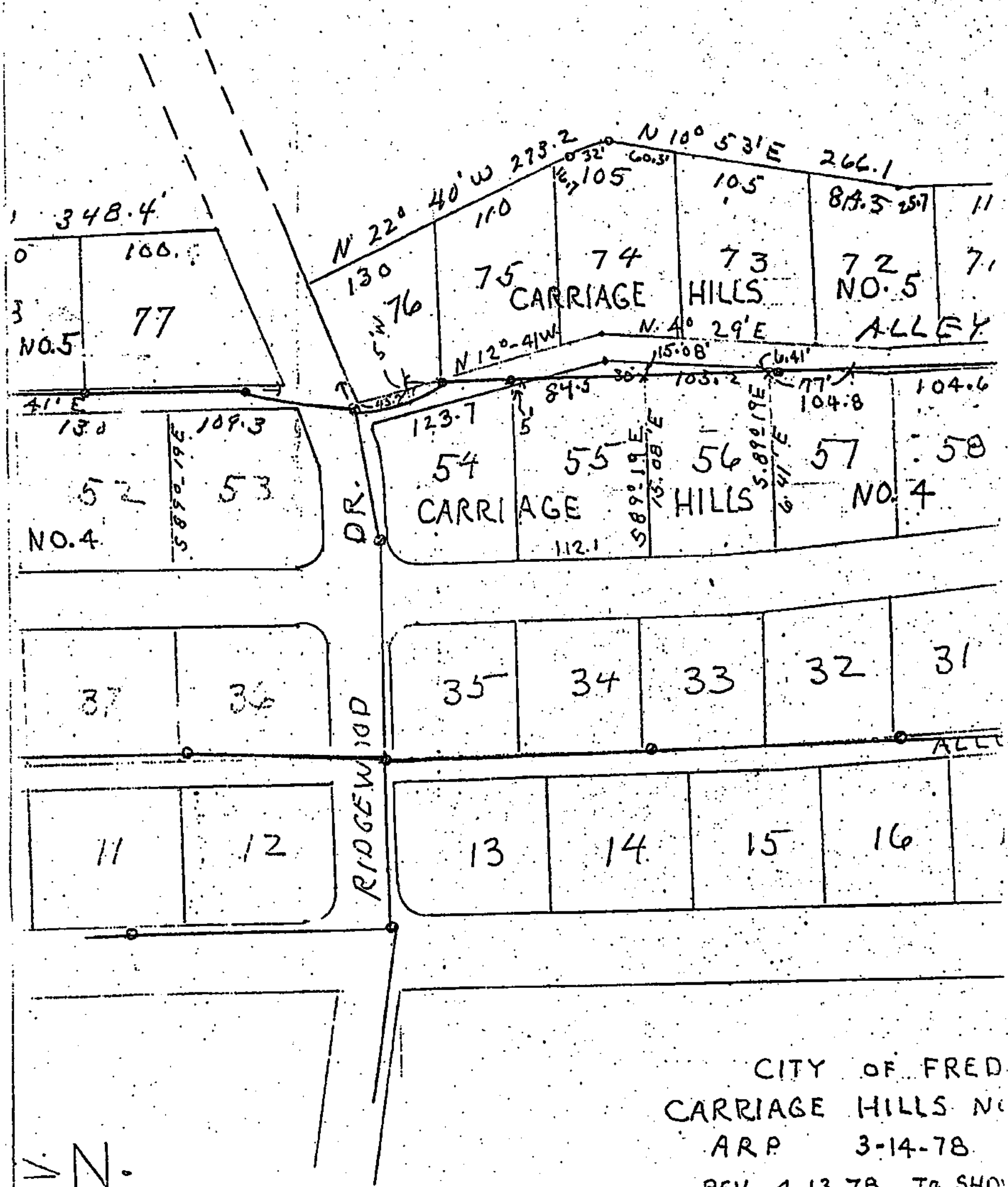
Deborah Jacoby
Notary Public in and for Gillespie County, Texas.

DEBORAH JACOBY
Notary Public in and for
Gillespie County, Texas


N 0° 41'E 453.2
N 8° 9'E 317.7
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ALLEY
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FREDERICK

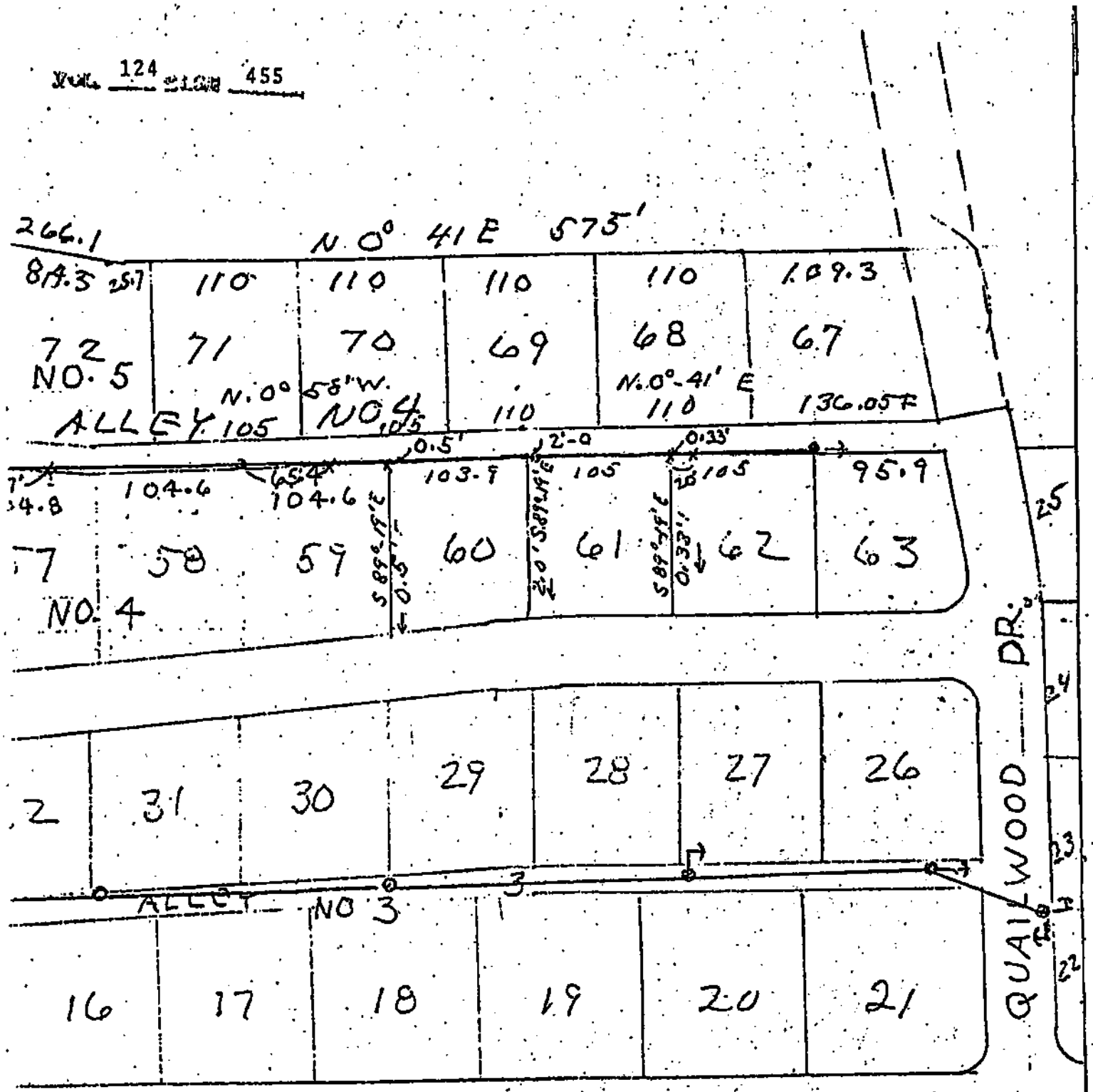
VOL. 124 PAGE 453





CITY OF FRED
CARRIAGE HILLS N
ARP 3-14-78
REV. 4-13-78 TO SHO

Vol. 124 Page 455



OF FREDERICKSBURG
HILLS NO. 4 ELECTRIC POLE LINES
3-14-78 SCALE 1" = 100'
-78 TO SHOW LOT NUMBERS IN UNIT NO 5

Filed for record in my office the 14th day of April A.D. 1978 at 11:32 o'clock A.M. and duly recorded the 20th day of April A.D. 1978 at 2:22 o'clock P.M. in Volume 124, pages 449-455, Deed Records.

Dora Lange, Clk. Co. Ct., Gillespie County, Texas.

FREDERICK ENTERPRISES TO CITY OF FREDERICKSBURG

EASEMENT

VOL 108 PAGE 169

THE STATE OF TEXAS,)

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

That FREDERICH ENTERPRISES - a Co-partnership composed of J. D. STEIN AND TYRUS COX, of the County of Gillespie, State of Texas, for and in consideration of the sum of $ 1.00 to me in hand paid by the CITY OF FREDERICKSBURG, a Municipal Corporation of Gillespie County, Texas, have this day granted, sold and conveyed, and by these presents DO GRANT, SELL, AND CONVEY unto the CITY OF FREDERICKSBURG, its successors and assigns, an easement or right-of-way for the purpose of constructing and maintaining electric utility poles, cable guyes, buried guy anchors, overhead electrical conductors and equipment, over, across and upon the following described land owned by Grantor herein, being that certain tract or parcel of land lying and being situated in the City of Fredericksburg, Gillespie County, Texas, known as Carriage Hills Subdivision Unit No. 4. Said electrical equipment shall be installed as follows:

Lot #33. One pole located at a point which bears 4 ft. West and 1.5 ft. North of the Southeast corner of said lot.

Lot #31. One pole located at a point which bears 4.33 ft. West and 1.5 ft. North of the Southeast corner of said lot.

Lot #27. A guy cable anchored at a point which bears 6 ft. West and 1 ft. North of the Southeast corner of said lot.

Lot #23. A guy cable anchored at a point which bears 0.5 ft. West and 4 ft. North of the Southeast corner of said lot.

Lot #36. One pole located at a point which bears 3.5 ft. West and 1.5 ft. North of the Southeast corner of said lot.

Lot #38. One pole located at a point which bears 9 ft. West and 1.5 ft. North of the Southeast corner of said lot.

Lot #40. One pole located at a point which bears 0.66 ft. West and 1.5 ft. North of the Southeast corner of said lot.

Lot #42. A guy cable anchored at a point which bears 3 ft. West and 1 ft. North of its Southeast corner of said lot.

The City of Fredericksburg shall have the right of ingress and egress over said land to and from guys poles, and service wires and appurtenances,

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for the purpose of constructing, inspecting, maintaining and/or removing any or all of said equipment.

TO HAVE AND TO HOLD the above described rights, easement and right of way unto the City of Fredericksburg, its successors and assigns, until said poles, service wires, guys and anchors and all appurtenances shall be abandoned or moved.

And Grantor hereby binds himself, his heirs, executors and assigns to warrant and forever defend all and singular the above described rights, easement and right-of-way unto the City of Fredericksburg, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 17 day of October, A. D. 1973.

FREDERICH ENTERPRISES

by J. D. Stein
J. D. Stein

by Tyrus Cox
Tyrus Cox

THE STATE OF TEXAS,)
COUNTY OF GILLESPIE.) BEFORE ME, the undersigned authority, on this day personally appeared J. D. Stein and Tyrus Cox of Frederich Enterprises, a Co-partnership, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 17 day of October, A. D. 1973.

COUNTY OF GILLESPIE, TEXAS

Notary Public in and for Gillespie County, Texas.

Filed for record in my office the 17th. day of October A.D. 1973 at 9:40 o'clock A. M. and duly recorded the 18th. day of October A.D. 1973 at 1:35 o'clock P . M. in Volume 108, pages 169-170.

Felix Schiess, Clk. Co. Ct., Gillespie County, Texas.

STEIN & COX COMPANY, ET AL TO THE PUBLIC

DEDICATION DEED

The State of Texas,)
County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

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That Stein & Cox Company, a Texas Corporation, acting herein by its duly authorized officers, the sole owner of the following described land in the city of Fredericksburg, Gillespie County, Texas, and joined herein by Fredericksburg National Bank the lienholder against said land which said land is described as follows, to-wit:

17.75 acres of land situated in Gillespie County, Texas, being out of Survey No. 197, originally granted to Wm. H. Anderson, Gillespie County Abstract No. 2, and being a portion of that 220 acre tract of land, more or less, that was conveyed to Stein and Cox Company by Mrs. Amalia McDougall by deed dated December 29, 1961, recorded in Vol. No. 81, pages 247-248 of the Deed Records of Gillespie County, Texas. Said tract of 17.75 acres of land is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set in the North line of Briarwood Circle, for the N. N. E. corner of Carriage Hills Addition No. 2, to the City of Fredericksburg, Gillespie County, Texas, being a point 105.2 feet North and 1493.2 feet East from the N. W. corner of the aforesaid 220 acre tract of land, more or less, that was conveyed to Stein and Cox Company for the N. W. corner of this tract of land;

THENCE N. 51° 40' E. 272.6 feet to a steel bar set in the center of a draw for the North corner of

this tract of land;

THENCE down said draw with its centerline,

S. 23° 27' E. 92.1 feet to a steel bar set for corner;

S. 36° 23' E. 100.0 feet to a steel bar set for corner;

S. 73° 39' E. 128.2 feet to a steel bar set for corner;

S. 43° 58' E. 381.0 feet to a steel bar set for corner;

S. 25° 51' E. 290.6 feet to a steel bar set for corner;

S. 1° 22' W. 238.4 feet to a steel bar set for corner;

S. 20° 56' W. 96.8 feet to a steel bar set for corner;

S. 18° 05' W. 109.5 feet to a steel bar set for corner;

S. 1° 23' E. 131.6 feet to a steel bar set for corner;

S. 34° 18' W. 59.0 feet to a steel bar set for corner;

S. 57° 09' W. 344.0 feet to a steel bar set for corner;

N. 86° 30' W. 116.0 feet to a steel bar set for corner;

N. 51° 46' W. 91.0 feet to a steel bar set for corner;

N. 85° 21' W. 96.8 feet to a steel bar set in the East line of an alley, being a point in the East boundary line of Carriage Hills Addition, Unit No. 2, for the S. W. corner of this tract of land;

THENCE with the East boundary line of Carriage Hills Addition, Unit No. 2, N. 0° 40' E. 1157.9 feet to a steel bar set in the N. E. line of Briarwood Circle for a corner of this tract of land;

THENCE with the N. E. line of Briarwood Circle and the N. E. boundary line of Carriage Hills Addition, Unit No. 2, N. 51° 00' W. 205.94 feet to a steel bar set for corner;

THENCE with the East line of Tanglewood Drive, N. 0° 40' E. 10.7 feet to the place of beginning.

Surveyed by Victor L. Nixon, Registered Public Surveyor, Reg. No. 655,

does hereby subdivide said property into Carriage Hills Addition, Unit No. 3, to the City of Fredericksburg, Gillespie County, Texas, as shown by plat thereof attached hereto and made a part hereof, and as approved by the Board of Commissioners of the City of Fredericksburg, Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of

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Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, subject to the following restrictions and protective covenants. The undersigned owner and lienholder do hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1997, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) All lots in this addition with the exception of lots 9 and 14 are designated and restricted to One Family Dwellings, with one One-Family Dwelling per lot. On lots 9 and 14 a Multiple Family Dwelling (one such Dwelling per lot) may be erected but shall be limited to two families per dwelling.

(2) No swine or any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

(3) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

(4) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

(5) No trailer, trailerhouse, tent, shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling.

(6) No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

(7) All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

(8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(9) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(10) No trash shall be dumped in creeks. Owners are to keep property clean at all times.

(11) No dwelling house or building may be erected within 25 feet of front property line or within 6 feet of each side property line. A building may be erected upon the rear property line. No lot my be subdivided for an additional residence.

(12) No dwelling house shall be constructed upon any lot in this Addition, which contains less than 1050 square feet, exclusive of garage or carport.

The Covenants and Conditions set forth above shall be covenants running with the title to any lot. If the undersigned or its successors or assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the addition may prosecute any proceedings at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

Executed this 13th day of March, A. D. 1972.

ATTEST:

STEIN & COX COMPANY

Secretary-Treasurer

By _____ President

FREDERICKSBURG NATIONAL BANK

ATTEST:

Cashier

By _____ President

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The State of Texas,)

County of Gillespie.) Before me, the undersigned authority in and for said County, Texas, on this day personally appeared Tyrus T. Cox and Henry L. Joseph, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and in their respective capacities as above set out.

Witness my hand and seal of office, this the 13 day of March, A. D. 1972.

_____
Notary Public, Gillespie County, Texas.

Filed for record in my office the 21st day of April A.D. 1972 at 11:55 o'clock A. M. and duly recorded the 27th day of April A.D. 1972 at 10:25 o'clock A. M. in Volume 102, pages 661-665.

_____, Clk. Co. Ct , Gillespie County, Texas.

STEIN-COX COMPANY'S TO THE PUBLIC
CARRIAGE HILLS ADDITION NO. 2

DEDICATION AND MAP

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The State of Texas,)
County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That Stein & Cox Company, a Texas Corporation, acting herein by its duly authorized officers, the sole owner of the following described land in the City of Fredericksburg, Gillespie County, Texas, and joined herein by Fredericksburg National Bank the lienholder against said land which said land is described as follows, to-wit:

A tract of 14.40 acres of land in Gillespie County, Texas, being a part of that 220 acres of land, more or less, out of Survey No. 197, Wm. H. Anderson, Abstract No. 2, that was conveyed by Amalia McDougall to Stein & Cox Company by deed dated December 29, 1961, appearing of record in Vol. 81, pages 247-248 of the Deed Records of Gillespie County, Texas, and which said tract of 14.40 acres of land is described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake set in concrete in the East line of a 60 foot wide county road, known as the "Frederick Road", for the N. W. corner of Subdivision No. 2 of Carriage Hills Addition, being a point as follows: N. 74° 30' E. 795 feet; N. 74° E. 126.9 feet; N. 67° 45' E. 228.63 feet; N. 0° 40' E. 3571.94 feet from the S. W. corner of the aforesaid 220 acre tract of land;

THENCE with the North line of a street to be known as Briarwood Circle S. 89° 20' E. 350 feet to an iron stake;

THENCE S. 0° 40' W. 10.7 feet to an iron stake;

THENCE S. 51° E. 205.94 feet to an iron stake;

THENCE S. 0° 40' W. 1156.7 feet to an iron stake in a dry branch;

THENCE in center of the said branch Southeasterly to the S. W. corner of Lot No. 18 of the Carriage Hills Addition;

THENCE S. 10° 10' E. 50 feet to the South line of Ridgewood Drive;

THENCE with the South line of Ridgewood Drive S. 79° 50' W. 621 feet to an iron stake in the East line of the Frederick Road;

THENCE with the East line of the "Frederick Road", N. 0° 40' E. 1727.18 feet to the place of beginning.

The said tract of 14.40 acres of land is subdivided in Block 1, with lots numbered from 1 to 12, inclusive, Block 2, with lots numbered from 1 to 12, inclusive; Block 3 with lots numbered from 1 to 8 inclusive and Block 4 with lots numbered from 1 to 4 inclusive. All lots and streets as shown on the accompanying plat with their dimensions are marked with iron stakes 24 inches long;

does hereby subdivide said property into Carriage Hills Addition No. 2 to the City of Fredericksburg, Gillespie County, Texas, as shown by plat thereof attached hereto and made a part hereof, and as approved by the Board of Commissioners of the City of Fredericksburg, Gillespie County, Texas, for the purposes of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, subject to the following restrictions and protective covenants. The undersigned owner and lienholder do hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1991, at which time said

restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz:

(1) No swine or any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times.

(2) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted.

(3) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes.

(4) No trailer, trailerhouse, tent, shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictions covenants and conditions. Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling.

(5) No dwelling house or other structure shall be moved upon the premises from outside said Addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote.

(6) All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements.

(7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(9) No trash shall be dumped in creeks. Owners are to keep property clean at all times.

(10) No dwelling house or building may be erected within 30 feet of front property line or within 6 feet of each side property line. A building may be erected upon the rear property line. No lot may be subdivided for an additional residence.

(11) No dwelling house shall be constructed upon any lot in this Addition, which contains less than 1050 square feet, exclusive of garage or carport.

(12) The Covenants and Conditions set forth above shall be covenants running with the title to any lot.

(13) a. Lots #8, 9, 10, 11 of Block 1, Lots #2, 3, of Block 4, Lots #2, 3, 4, 5, 6, 7 of Block 3, and Lots #8, 9, 10, 11, of Block 2 are designated a One-Family Dwelling.

b. Lot #12 and 7 of Block 1, Lots #4 and 1 of Block 4, Lots #1 and 8 of Block 3, Lots #7 and 12 of Block 2, are designated as Multiple Family Dwelling with specific limitations to two (2) families.

c. Lots #1, 2, 3, 4, 5, 6 of Block 1 and Lots #1, 2, 3, 4, 5, 6, of Block 2 are designated as Multiple Family Dwelling apartment for four (4) or more families.

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The Covenants and Conditions set forth above shall be covenants running with the title to any lot. If the undersigned or its successors or assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the addition may prosecute any proceedings at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

Executed this the 2nd day of March, A. D. 1970.

STEIN & COX COMPANY

By Tyrus J. Cox
President

ATTEST:

J. F. Stein
Secretary-Treasurer

FREDERICKSBURG NATIONAL BANK

By Henry L. Forsyth
President

ATTEST:

Cashier

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The State of Texas,)

County of Gillespie.) Before me, the undersigned authority in and for said County, Texas, on this day personally appeared Tyrus T. Cox, president of Stein & Cox Company, known to me to be the person and officer 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, this the 2 day of March, A. D. 1970.

NOTARY PUBLIC GILLESPIE COUNTY, TEXAS

Notary Public, Gillespie County, Texas.

The State of Texas,)

County of Gillespie.) Before me, the undersigned authority in and for said County, Texas, on this day personally appeared Henry L. Joseph, president of Fredericksburg National Bank, known to me to be the person and officer 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, this the 3rd. day of March, A. D. 1970.

NOTARY PUBLIC COUNTY OF GILLESPIE, TEXAS

Notary Public, Gillespie County, Texas.

CRABAPPLE ROAD

IRON STAKE SET IN CONCRETE
N. 74°30'E. 795 FEET
N. 74°00'E. 126.9' FEET
N.67°45'E. 228.63 FEET
N. 0°40' E. 3571.94 FEET
FROM S.W.CORNER 220 ACRE TRACT
VOL. 81, PAGES 247-248 GILLESPIE CO.

S.89°20'E. 340'

BRIARWOOD CIRCLE

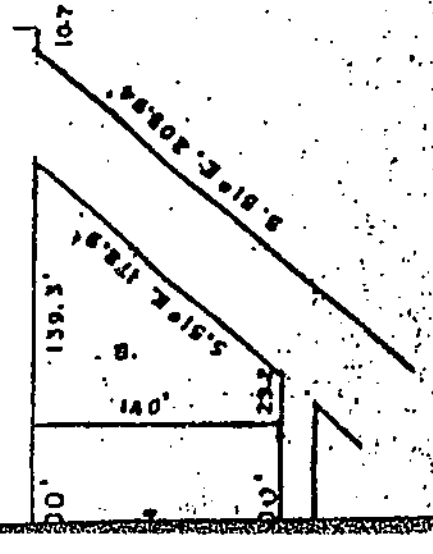
BENCHMARK ELEVATION 1771.12'

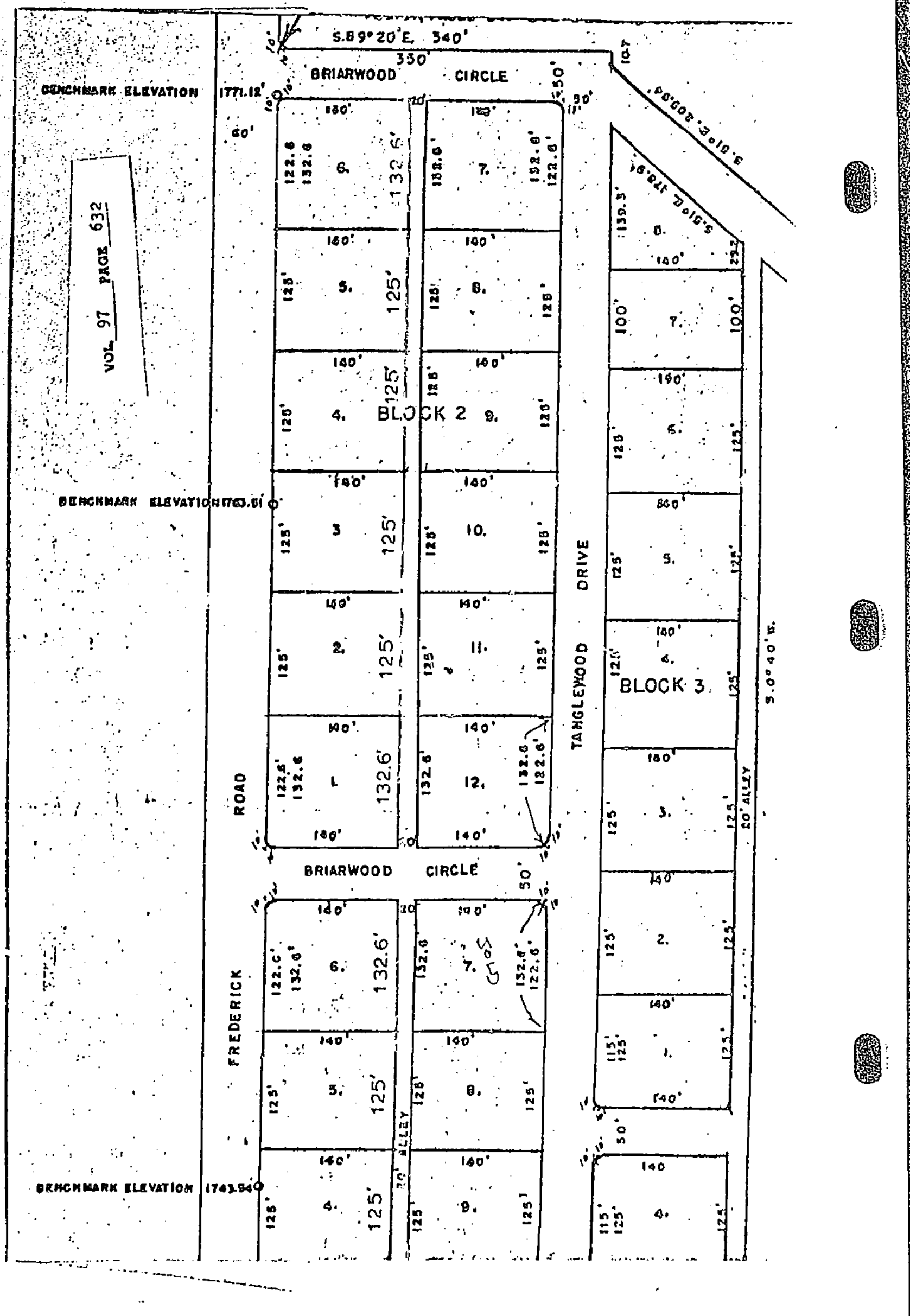
BENCHMARK ELEVATION 1763.61'

BLOCK 2

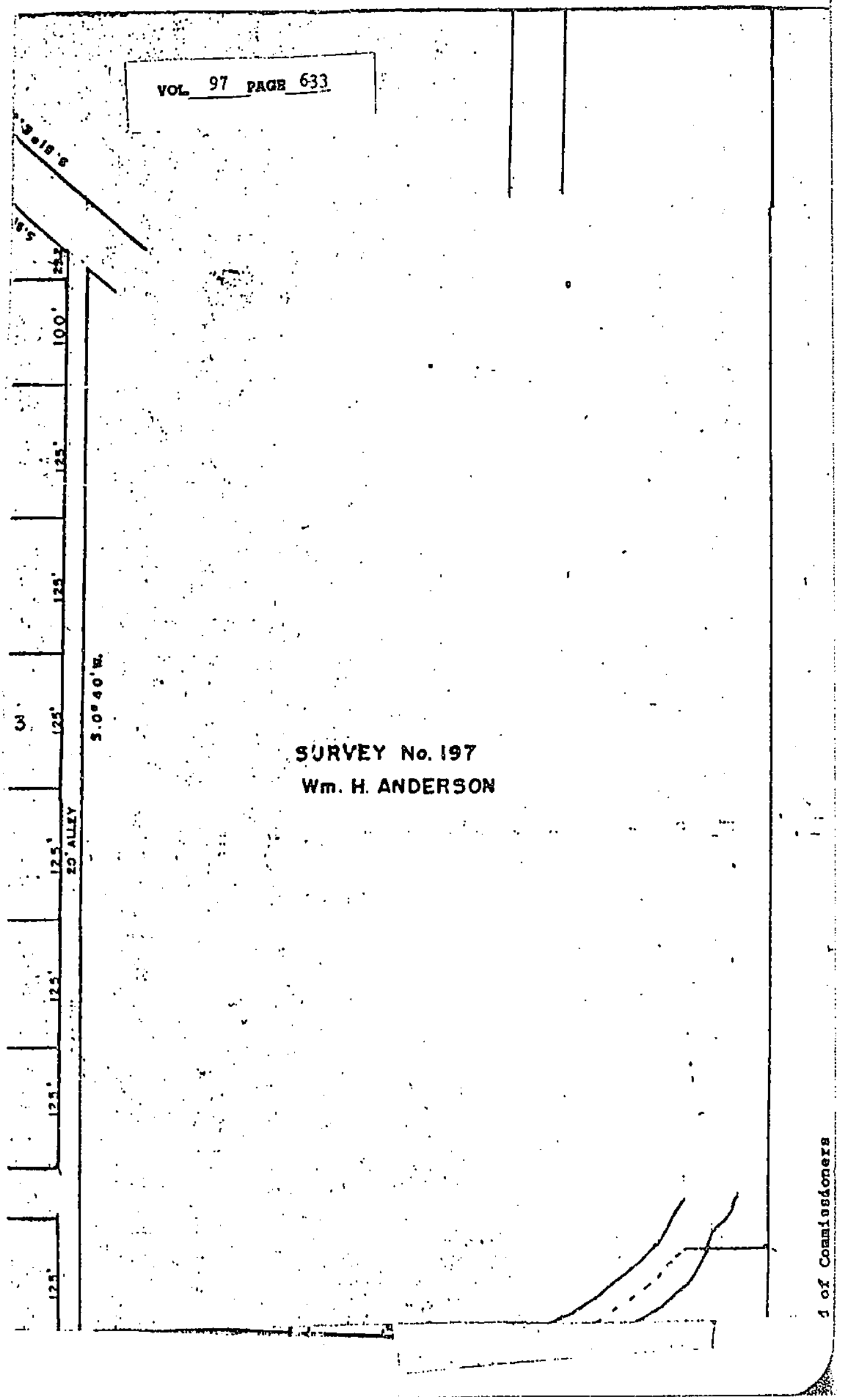
D

: TRACT
.ESPIE CO. DEED RECORDS




S.89°20'E. 340'
330'
BRIARWOOD CIRCLE
BENCHMARK ELEVATION 1771.12'
VOL. 97 PAGE 632
BENCHMARK ELEVATION 1763.61'
BENCHMARK ELEVATION 1743.54'
BLOCK 2
BLOCK 3
DRIVE
TANGLEWOOD
ROAD
FREDERICK
BRIARWOOD CIRCLE
20' ALLEY
S.0°40'W.

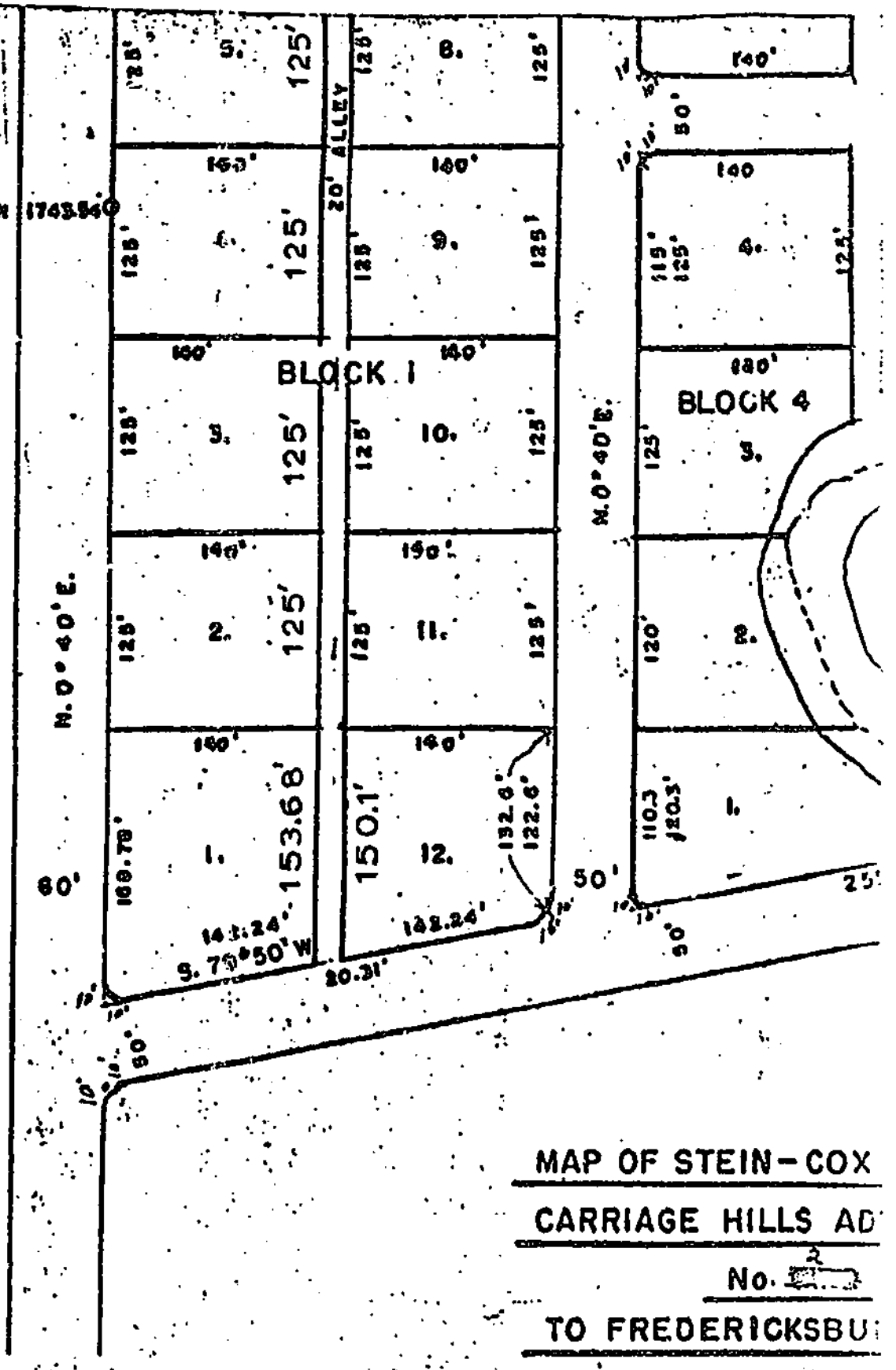
VOL. 97 PAGE 633



1 of Commissioners

VOL. 97 PAGE 634

BENCHMARK ELEVATION 1743.54



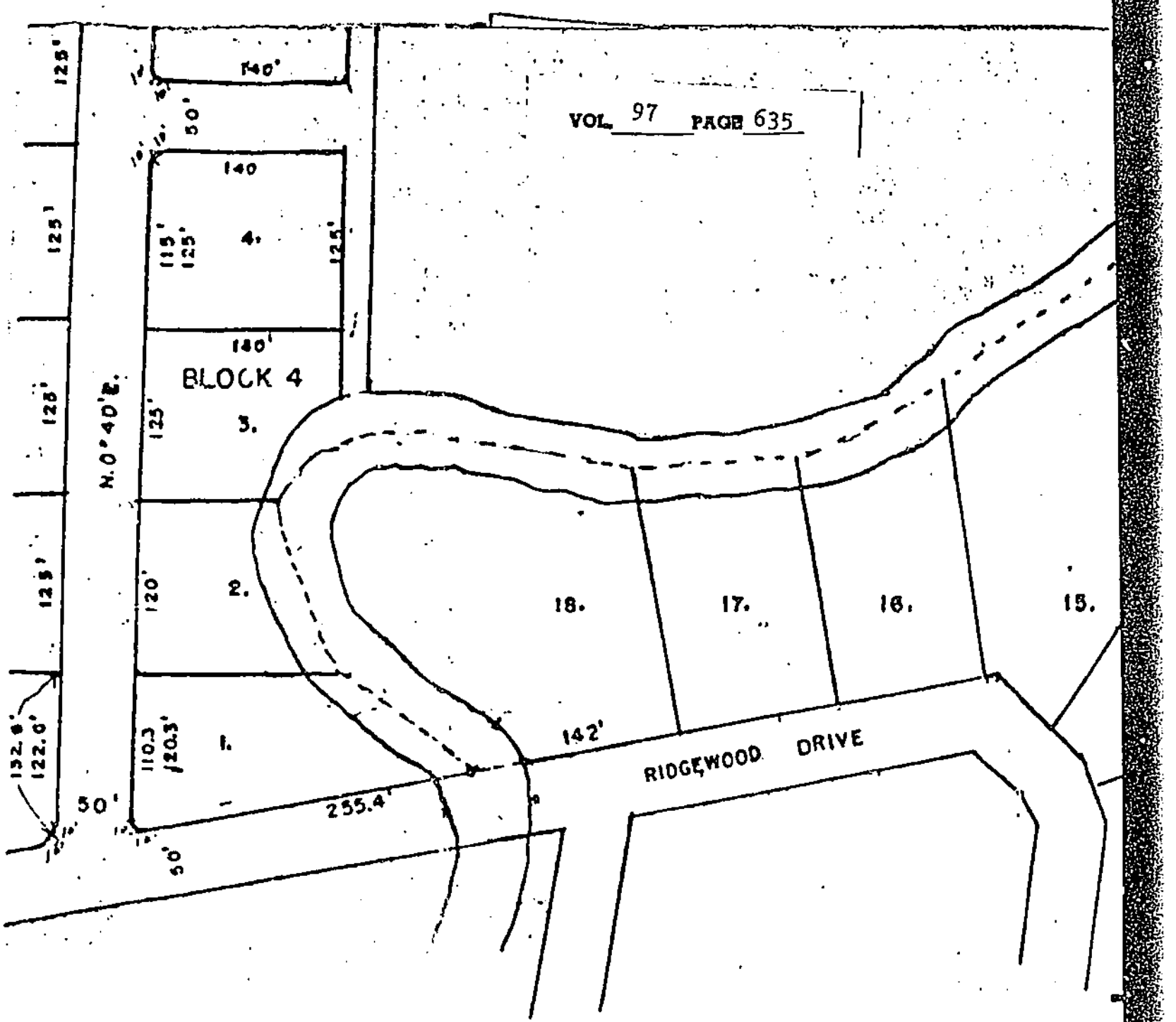
MAP OF STEIN-COX

CARRIAGE HILLS AD

No. 2

TO FREDERICKSBU

VOL. 97 PAGE 635



MAP OF STEIN-COX COMPANY'S

CARRIAGE HILLS ADDITION

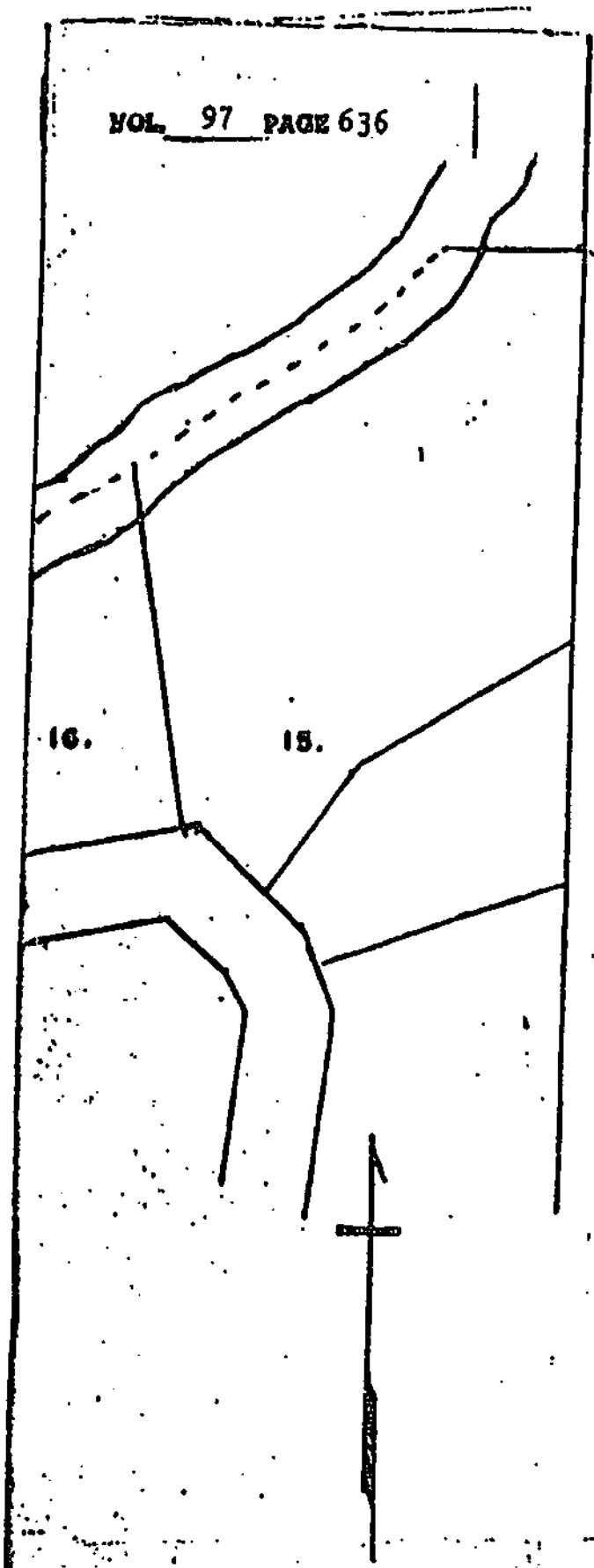
No. 3

TO FREDERICKSBURG, TEXAS

SCALE

I, B.L.ENDERI
CERTIFY THA
CARRIAGE HI
BURG, TEXAS
SURVEY MAI

WITNESS M
TEXAS, THI



SCALE: 1" = 100'

I, B.L.ENDERLE, LICENSED STATE LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE MAP OF STEIN-COX COMPANY'S CARRIAGE HILLS ADDITION NO. ~~ONE~~ 2 TO THE CITY OF FREDERICKSBURG, TEXAS, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME ON THE GROUND.

WITNESS MY SIGNATURE AN OFFICIAL SEAL AT FREDERICKSBURG, TEXAS, THIS 14TH DAY OF JULY, 1969.

B. L. Enderle

(Seal) LICENSED STATE LAND SURVEYOR

The State of Texas,)
County of Gillespie,)
City of Fredericksburg.)

Approved by order of the Board of Commissioners of the City of Fredericksburg, Texas, this 2nd day of March, A. D. 1970, such order appearing of record in Vol. 4, page 228 of the Minutes of said Board of Commissioners.

Mayor, City of Fredericksburg, Texas

ATTEST:

Clerk, City of Fredericksburg, Texas

FREDERICKSBURG SEAL

Filed for record in my office the 7th day of May A.D. 1970 at 2:50 o'clock P . M. and duly recorded the 7th day of May A.D. 1970 at 3:50 o'clock P . M. in Volume 97 , pages 624-637.

Felix Scheuber, Clk. Co. Ct., Gillespie County, Texas.

CJB/blf/4/7/86/RE13

VOL 177 PAGE 686

BRYAN T. SNOWDEN, TRUSTEE TO THE PUBLIC

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

DEDICATION AND RESTRICTION
CARRIAGE HILLS UNIT NO. 10

THAT WHEREAS, BRYAN T. SNOWDEN, TRUSTEE, hereinafter called the "Declarant", is the nominal owner of all that certain real property located in Gillespie County, Texas, which is hereby designated as a separate and distinct divisional unit to be known as the Carriage Hills Unit No. 10 Subdivision, as shown by the map and plat of such subdivision, which map and plat have heretofore been filed as the true and correct survey, map and plat thereof, described as follows:

> BEING the Carriage Hills Unit No. 10 Subdivision of Gillespie County, Texas, as described in the plat of said subdivision recorded at Volume 1, page 140, of the Plat Records of Gillespie County, Texas;

and,

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

DEDICATION OF STREETS AND EASEMENTS

The undersigned hereby dedicates to the public forever, for its use, the streets and easements shown on the Plat of Carriage Hills Unit No. 10 Subdivision, which Plat has heretofore been referred to and incorporated by reference herein. The dedication

of streets and easements herein shall be perpetual and not subject to change or release as provided in Article 3.03, Duration and Amendment. Fences, walls and hedges, but no building or structures of any other character, may be erected or maintained on the drainage or utility easements, provided (1) that such fences, walls and hedges do not interfere in any way with drainage or with the use of said easement by public utilities then utilizing or hereafter wishing to utilize the same, (2) that the rights of the owners of such fences, walls and hedges shall be subordinate to the rights of such public utilities, and (3) such public utilities may at any time without liability to the owner, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of public service operations. The Declarant shall have the right to vacate the easement appurtenant to any residential lot provided such vacation shall not prevent access by utilities then occupying any such easement to any residential lot shown on said plat.

ARTICLE I.
USE, RESTRICTIONS AND COVENANTS

1.01. All lots in the addition shall be restricted to one single family residential dwelling per lot. No building shall be erected, altered, placed or permitted to remain on any such lot other than a single family dwelling with at least a two (2) car garage. No residential lot shall ever be used for any other purpose than single family residential use.

1.02. No animal or animals other than domestic pets shall be allowed on any lot. Chickens, horses, swine, cattle or other livestock, or any type of normally wild animal that has been trapped and caged is not a domestic pet. No commercial breeding of pets will be allowed. No kennels for the boarding of pets or keeping of an excessive number of pets will be allowed. All domestic pets, including cats, must be confined to the property of the owner.

1.03. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the subdivision or any part thereof. Excessive noise will not be allowed.

1.04. No vehicle in excess of one (1) ton shall be parked on the street or in the driveway of any residence.

1.05. Recreational vehicles, boats and all vehicles in excess of one (1) ton shall be stored in a shelter which complies with the requirements for an outbuilding under Article II §2.11 hereof.

1.06. If an owner shall use their home as rental property, owner agrees to provide the renter with a complete set of these restrictions and agrees to be responsible for the strict enforcement of these restrictions as they apply to any person or persons residing in Carriage Hills Unit No. 10. Any party who shall bring a suit to enforce these restrictions, may join the owner of the property and his tenant as parties to the suit, and owner shall be jointly and severally liable to the party bringing suit for enforcement for any damages, cost or attorney's fees assessed by the Court.

1.07. No inoperative vehicle shall be stored on the property for more than thirty (30) days. Inoperative vehicles shall not be parked on the streets of the subdivision.

1.08. Parking of vehicles is permitted on the driveway to the garage only. Street parking shall be permitted only for guests and invitees for short durations.

1.09. No trash, litter or waste shall be dumped in the creek bed lying adjacent to the subdivision.

ARTICLE II
CONSTRUCTION REQUIREMENTS

2.01. The exterior walls of any residential dwelling shall be a minimum of 75% solid or veneered masonry or glass.

2.02. The roofing material utilized on the roof of any residential dwelling or outbuilding shall be composition or better material. No wood shingle roofing material may be used.

2.03. Garages shall be attached to the residence or to a breezeway or covered porch attached to the residence.

2.04. Only new construction materials (except for used brick or stone) shall be used in construction of any structure situated on a lot.

2.05. During development of the addition a temporary sales office may be permitted on no more than one (1) lot.

2.06. Any fences constructed must utilize new materials (except for used brick or stone) and no fence shall be erected beyond the front corner of the residential dwelling except for decorative fences that allow easy access to the house in case of an emergency. The decorative fences may not exceed four (4) feet in height and must always give access to the yard and house. Chain link or any metal wire fence shall not be permitted as a decorative fence.

2.07. The minimum set back lines on all sides shall be those set out on the recorded subdivision plat for the addition.

2.08. All residential structures located on Lots 1-14 shall contain a minimum of 1400 square feet of living area. All residential structures located on Lots 15-44 shall contain a minimum of 1800 square feet of living area. The minimum square footage of living area shall be that area which is heated and cooled. Minimum square footage does not include porches, whether open or screened, garages, basements (unless finished to conform with the rest of the living area and heated and cooled) nor attics (unless finished to conform with the rest of the living area and heated and cooled).

2.09. No residence or structure of any character may be moved from any outside location to any lot of the addition. The construction or maintenance of billboards, posterboards, or any other advertising structures of any kind on any part of any lot is prohibited except that one (1) professional sign not more than six square feet may be used to advertise the property. In addition, one sign not more than six square feet shall be permitted to be used by any builder to advertise the property during the construction of a speculative home. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development. All signs must be professional, neat and inoffensive.

2.10. Storage buildings, playhouses, gazebos, recreational buildings, and other outbuildings ("outbuildings") shall not be constructed or erected except:

a) on any lot an outbuilding may be constructed to the rear of the primary residential building;

b) if two adjacent lots are owned by one owner and used as a single residential lot, an outbuilding may be constructed

to the rear of the frontmost corner of the primary residential building; or

c) on lots 41, 42, 43, or 44, an outbuilding may be constructed to the rear of the frontmost corner of the primary residential building.

All outbuildings shall be closed in an attractive manner and must utilize at least 25% masonry to conform with the masonry finish of the primary residential building; provided, if the lot or lots on which the outbuilding is situated are enclosed by a privacy fence (a fence which does not allow viewing of the enclosed area), a masonry finish is not required.

2.11. All construction shall be completed within six (6) months of the commencement of the construction of any house built on a lot. No home shall be occupied and utilized as a residence unless its exterior and interior have been completed and all construction debris has been removed from the lot and the subdivision.

2.12. All construction requirements shall apply to any remodeling of an existing structure or to the rebuilding of a structure which has been destroyed.

ARTICLE III.
GENERAL PROVISIONS

3.01. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Restrictions herein set forth are imposed upon each residential lot for the benefit of each and every other residential lot and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and each and every purchaser acquiring any interest in any part of such land, and their heirs and assigns. All persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of such land. The undersigned, its successors and assigns, and the owner or owners of any part of such land or any interest therein, acting jointly or separately, shall have the right to sue for and obtain an injunction preventing the breach of, or to enforce the observance of, the restriction and covenants above set forth in addition to the ordinary legal action for damages and any party prevailing in the enforcement of or preventing the breach of the restrictions and covenants shall be entitled to recover reasonable attorney's fees, court costs, all fees and expenses incident to the cause of action for enforcement or observance, including fees for expert witnesses; and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter; nor shall the failure to enforce such restrictions as to any one or more residential lots, or as to any one or more owner thereof, be deemed a waiver of the right to enforce them as to any and all other residential lots and owner; nor shall the failure of the undersigned to enforce any such covenants, conditions, or restrictions give rise to any cause of action against them by any other person.

3.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03. Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of five (5) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years, provided however, that at anytime within six (6) months prior to the commencement of the initial ten (10) year term or within six (6) months prior to the commencement of any successive ten (10) year term thereafter, the covenants, conditions and restrictions may be amended by an instrument signed by not less than 75% of the lot owners with each lot entitled to one vote. No amendment shall be effective until recorded in the Deed Records of Gillespie County, Texas.

EXECUTED by the said Declarant, this 26 day of November, 1986.

DECLARANT

Bryan T. Snowden

BRYAN T. SNOWDEN, TRUSTEE

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

Before me, the undersigned authority, on this day personally appeared BRYAN T. SNOWDEN, Trustee, Declarant, 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.

GIVEN UNDER MY HAND AND SEAL of office this 26 day of November, 1986.

Donna Paul Johnson

Notary Public, State of Texas

My Commission Expires: _____

_____

(Typed or Printed Name)

Donna Paul Johnson
Notary Public
State of Texas
My Comm. Expires 12-9-89

82/487-491 DR

Unit 1

STEIN & COX COMPANY TO THE PUBLIC

DEDICATION DEED AND PLAT

The State of Texas)

County of Gillespie.) Know all Men by These Presents: That Stein & Cox Company, a Texas Corporation, acting herein by its duly authorized officers, the sole owner of the following described land in the city of Fredericksburg, Gillespie County, Texas, to-wit: 25.59 acres of land being part of original Survey No. 197, granted to Wm. H. Anderson, patented to Joshua Threadgill, assignee, by Patent No. 336, Volume 26, dated December 20, 1847, Abstract No. 2, being a part of that ____ of land conveyed to Stein-Cox Company, by Mrs. Amalia McDougall, as it appears of rec-

ord in Volume 81, pages 247-248, Gillespie County Deed Records, being described by metes and bounds as follows, to-wit: Beginning at a steel pin and fence corner in the North line of State Highway No. 16, for the S. E. corner of the said 220 acre tract of land as described above and the S. E. corner of this tract of land at a point 8129.9 feet South and 3488 feet East of the N. W. corner of Survey No. 197, Wm. H. Anderson; Thence with the North line of State Highway No. 16, S. 63° 55' W. 712.3 feet to the center of a creek; Thence up the said creek with its center N. 16° W. 121 feet; N. 9° 15' E. 100 feet; N. 24° 35' E. 116 feet; N. 60° E. 130 feet; N. 14° 43 W. 140 feet; N. 11° 15' E. 122 feet; N. 24° 30' E. 125 feet; N. 66° W. 275 feet; N. 44° W. 79.8 feet; N. 5° W. 150 feet; N. 8° 29' E. 197 feet; N. 26° E. 233 feet; N. 8° E. 284 feet; N. 37° W. 159.3 feet; N. 1° E. 85 feet; N. 33° E. 80 feet; S. 82° E. 112 feet; S. 44° E. 60 feet; S. 82° 31' E. 126 feet; N. 59° E. 330 feet; N. 22° E. 105 feet; Thence leaving creek East 56 feet to an iron pin in fence on the East line of the aforesaid 220 acre tract of land for the N. E. corner of this tract of land; Thence with fence South 1932.3 feet to the place of beginning, does hereby subdivide said property into Carriage Hills Addition to the City of Fredericksburg, Gillespie County, Texas, as shown by plat thereof attached hereto and made a part hereof, and as approved by the Board of Commissioners of the City of Fredericksburg, Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and do hereby dedicate to the City of Fredericksburg for public use forever the streets and alleys shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City may elect to install and maintain, or permit to be installed and maintained, subject to the following restrictions and protective covenants. The undersigned owner does hereby adopt the following restrictions, protective covenants and conditions, which are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1985, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said Addition, it is agreed to change the same in whole or in part, viz: (1) All lots are restricted to residential purposes with the exception of lots #1 and #31 which are established as Community Center. (2) No swine or any other animals that are noxious or offensive shall be kept upon any lot or portions thereof. Pets must be sheltered and areas kept clean at all times. (3) Every dwelling constructed upon said property shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted. (4) No shack, trailer or tent shall ever be used upon any of said property for dwelling or any other permanent purposes, except that trailers belonging to individual owners of said property may be stored upon the said premises provided that they are not used for dwelling purposes. (5) No trailer, trailerhouse, tent, shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions. Garage apartments or servant's quarters may be constructed as long as they are not the main dwelling. (6) No dwelling house or other structure shall be moved upon the premises from outside said addition, except with the express consent of a majority vote of the lot owners, each lot to be allowed one vote. (7) All restrictive covenants and conditions herein shall apply to future remodeling of building and to rebuilding in case of destruction by fire or the elements. (8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. (9) No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than two square feet, one sign of not more than twenty square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. (10) No trash shall be dumped in creeks. Owners are to keep property clean at all times. (11) No dwelling house or building may be erected within 30 feet of front property line or within 6 feet of

each side property line. A building may be erected upon the rear property line. No lot may be subdivided for an additional residence. (12) No dwelling house shall be constructed upon any lot in this addition, which contains less than 1050 square feet, exclusive of garage or carport. (13) The Covenants and Conditions set forth above shall be covenants running with the title to any lot. If the undersigned or its successors or assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the addition may prosecute any proceedings at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and / or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other restrictive covenants and conditions which shall remain in full force and effect. Witness the execution hereof this 11 day of February, A.D. 1963.

ATTEST:
J. D. Stein
Secretary-Treasurer

Stein & Cox Company
By Tyrus T. Cox
President

The State of Texas,)
County of Gillespie.) Before me, the undersigned authority, on this day personally appeared Tyrus T. Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Stein & Cox Company and as president thereof for the purposes and consideration therein expressed and in the capacity therein set forth. Given under my hand and seal of office, this 11th day of February, A. D. 1963.

(Seal)

EDGAR KLETT
Notary Public, Gillespie County, Texas
Edgar Klett
Notary Public, Gillespie County, Texas.

CARRIAGE HILLS ADDITION, UNIT NO 9

TO THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

BEING 8.41 ACRES OF LAND, PART OF THE WM. H ANDERSON SURVEY NO. 197, ABSTRACT NO 2, AND BEING PART OF THAT 176 ACRE TRACT "C" DESCRIBED IN A CONVEYANCE TO TYRUS T COX, ET AL, FROM FREDERICK ENTERPRISES, ET AL, DATED AUGUST 5, 1982, FOUND OF RECORD IN VOLUME 148, PAGES 720-726 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.

I (we) hereby certify that I (we) am (are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all public streets, alleys, walks, parks, water courses, easements and other open space to public use forever.

August 19, 1988 Tyrus T. Cox
Owner

Nina Jan Cox Lucyer

THE STATE OF TEXAS
COUNTY OF GILLESPIE
This instrument was acknowledged before me on this the 19th day of August, 1988 by Tyrus T Cox and Nina Jan Cox Lucyer

Louise Friedrich
Notary Public in and for
The State of Texas.

LOUISE FRIEDRICH
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 2, 1991

My commission expires 10-2-91

LOUISE FRIEDRICH
Printed name of Notary

I, the undersigned, a Registered Public Surveyor, hereby certify that this plat is true and correctly made and is prepared from an actual survey on the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

JANUARY 12, 1988 Casey Ross
Registered Public Surveyor No. 4867

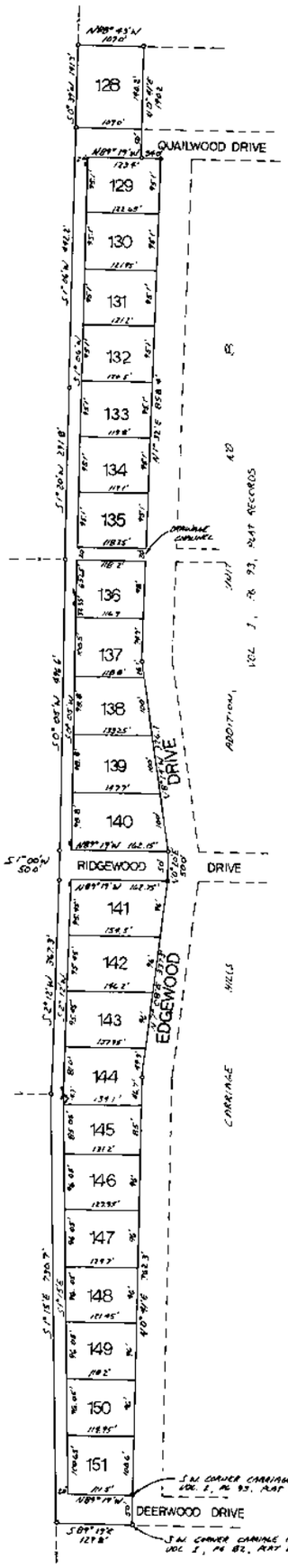
I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Fredericksburg, Texas, with the exception of such variances, if any, as are noted in the minutes of the City Board of Commissioners and that it has been approved for recording in the office of the County Clerk.

8-16, 1988 John A. Dooley
City Clerk, City of Fredericksburg, Texas

Filed for record at 8:58 o'clock a.m., this the 18th day of August, 1988, A.D., recorded in Book 165 Volume 1 of the Plat Records of Gillespie County, Texas.

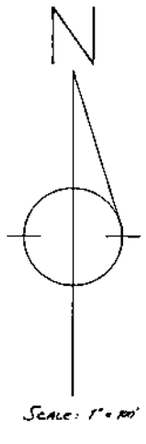
Deputy

Doris Lange
County Clerk, County Court,
Gillespie County, Texas



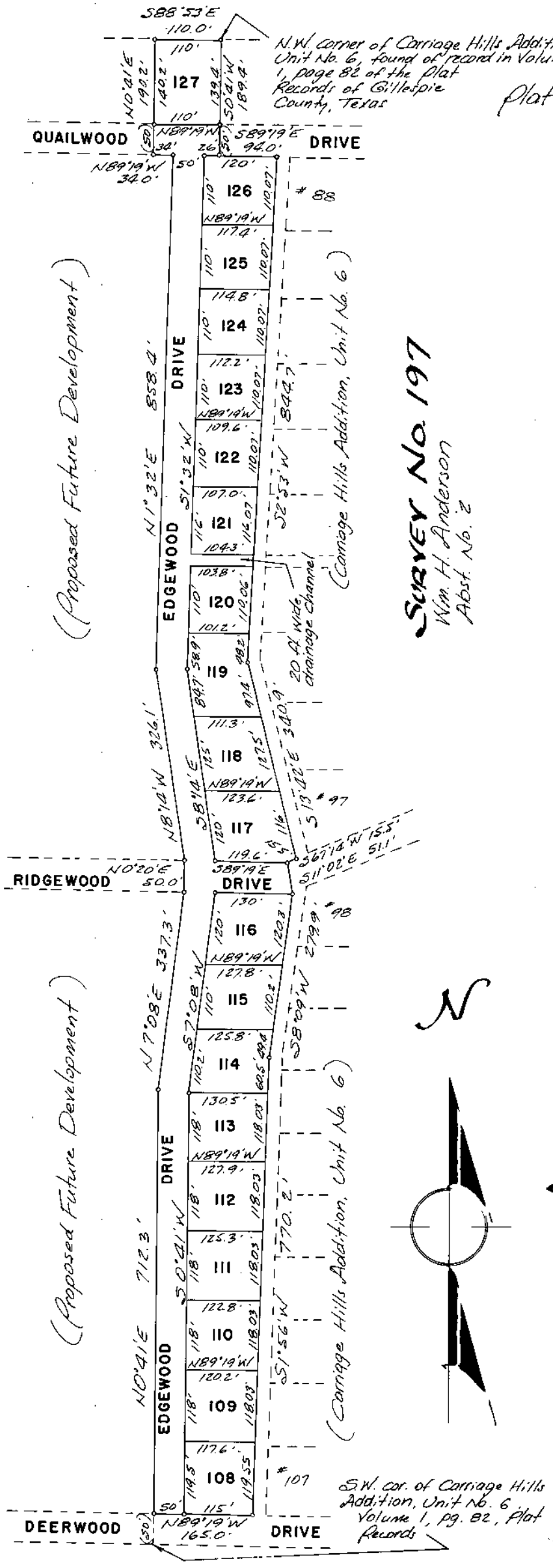
NOTE:
EARTHEN BERMS ALONG ALLEY LINES ARE NOT TO BE ALTERED.

LEGEND:
● CONCRETE MONUMENTS
○ STEEL RODS



SCALE: 1" = 100'

Volume 1 Page 93



Plat of Carriage Hills Addition, Unit No. 8

Survey No. 197
Wm. H. Anderson
Abst. No. 2

The State of Texas,
County of Gillespie.

The owners of the land shown on this plat and whose names are, subscribed hereto and in person or through a duly authorized agent, acknowledged that this plat was made from an actual survey, and dedicate(s) to the use of the public, forever all streets, alleys, parks, water courses, drains, easements, and public places hereon shown, for the purposes and considerations therein expressed.

Owners: Tyrus T. Cox

Jay Stein Cox, Trustee

The State of Texas,
County of Gillespie.

This instrument was acknowledged before me on November 1, 1983 by Tyrus T. Cox and Jay Stein Cox, Trustee.

Notary Public, State of Texas

My commission expires: 10-3-84

This plat of Carriage Hills Addition, Unit No. 8 has been submitted to and considered by the Planning Commission of the City of Fredericksburg, Texas and is hereby approved by such Commission

Dated this 17th day of November, 1983

by: Chairman, Planning Commission

The State of Texas,
County of Gillespie.

The undersigned do hereby certify that the foregoing plat of Carriage Hills Addition, Unit No. 8 has been submitted to and considered by the City Commission of the City of Fredericksburg, and is hereby approved by such Commission.

Given under our official hands and seal this ____ day of November, A.D. 1983.

Mayor, City of Fredericksburg

Attest:
City Clerk

The State of Texas,
County of Gillespie.

Filed for record on the 13th day of ~~November~~ December A.D. 1983 at 1:30 o'clock P M. and recorded in Volume 1, page 93 of the Plat Records of Gillespie County, Texas.

Witness my hand and seal of office this 13th day of ~~November~~ December, A.D. 1983.

County Clerk, Gillespie County, Texas

The State of Texas:
County of Gillespie:

I hereby certify that this plat is true and accurate and was prepared from an actual survey of the property made under my supervision on the ground.

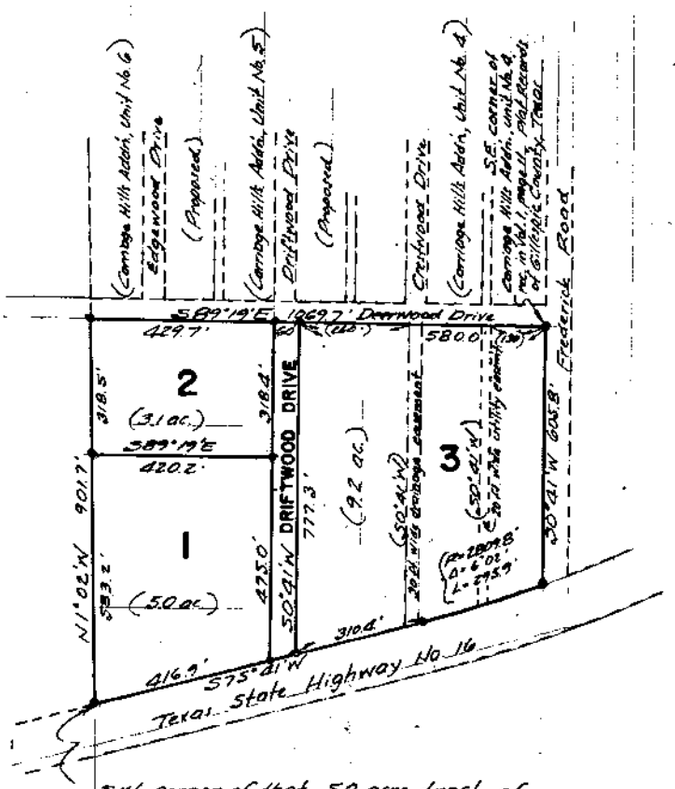
NIXON-OTTMERS SURVEYORS, INC.
Charles E. Ottmers
Registered Public Surveyor No. 1818
November 7, 1983

STATE OF TEXAS · CHARLES E. OTTMERS · 1818 · REGISTERED PUBLIC SURVEYOR

Scale 1" = 100'

CARRIAGE HILLS ADDITION, UNIT NO. 8

TO THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS, BEING 9.28 ACRES OF LAND, PART OF SURVEY NO. 197, WM. H. ANDERSON, ABST. NO. 2

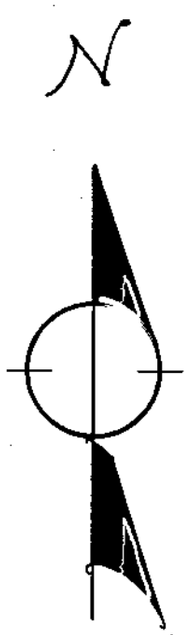


S.W. corner of that 5.0 acre tract of land that was conveyed to Trustees of the Fredericksburg United Methodist Church by Frederick Enterprises, by deed dated July 5, 1978, found of record in Volume 125 page 580 of the Deed Records of Gillespie County, Texas.

CARRIAGE HILLS ADDITION
UNIT NO. 7

TO THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

BEING 18.4 ACRES OF LAND, PART OF SURVEY NO. 197 WILLIAM H. ANDERSON



Scale 1" = 200'

Plat of Carriage Hills Addition, Unit No. 7

The State of Texas,
County of Gillespie.

The owner(s) of the land shown on this plat and whose names are subscribed hereto, and in person or through a duly authorized agent, acknowledged that this plat was made from an actual survey, and dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and consideration therein expressed.

owner: Frederick Enterprises
J.D. Stein
J.D. Stein

owner: Board of Trustees
Fredericksburg United Methodist Church
A.E. Boaz
Chairman

The State of Texas,
County of Gillespie.

Before me, the undersigned authority on this day personally appeared J.D. Stein, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 28 day of September A.D. 1978.
Deborah Jacoby
Notary Public, Gillespie County, Texas

The State of Texas,
County of Gillespie.

Before me, the undersigned authority on this day personally appeared A.E. Boaz 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21 day of November A.D. 1978.
Deborah Jacoby
Notary Public, Gillespie County, Texas

This plat of Carriage Hills Addition, Unit No. 7 has been submitted to and considered by the Planning Commission of the City of Fredericksburg, Texas, and is hereby approved by such Commission.

Dated this 21 day of SEPTEMBER A.D. 1978
(by) Norman Olive Dibb
Chairman, Planning Commission

The State of Texas,
County of Gillespie.

The undersigned do hereby certify that the foregoing plat of Carriage Hills Addition, Unit No. 7, has been duly filed with the City Council of the City of Fredericksburg, examined, approved, and ordered accepted by order of the minutes of the City Council of the City of Fredericksburg in Book 5 page 95.

Given under our official hands and seal this 2nd day of October A.D. 1978.
Emmett Brown
Mayor, City of Fredericksburg, Texas

Attest:
Dymmie Lipp
City Secretary

The State of Texas,
County of Gillespie.

I, Doris Lange County clerk of Gillespie County, Texas, do hereby certify that by an order of the Commissioners Court of Gillespie County, Texas, on the 13th day of November, A.D. 1978, and entered in the minutes of said Court in Book 17 page 34, the foregoing plat was approved and the dedication accepted, and the said plat of Carriage Hills Addition, Unit No. 7 was authorized to be filed for record.

Witness my hand and seal of office on this 27th day of November A.D. 1978.
Doris Lange
County Clerk, Gillespie County, Texas

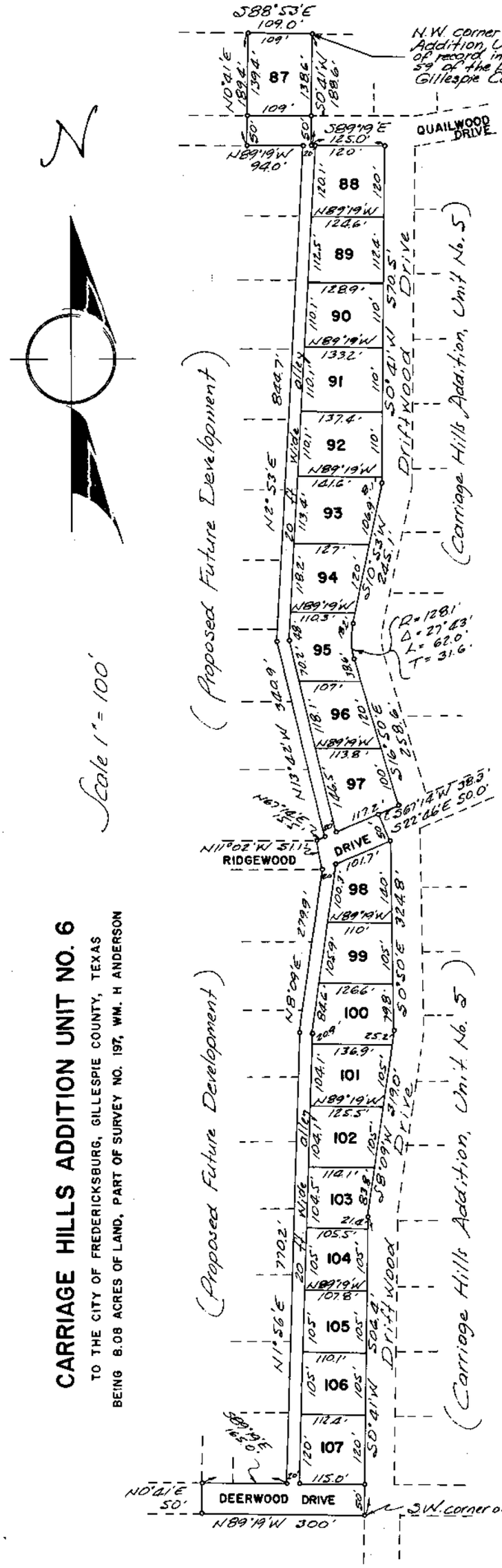
Filed for record on the 27th day of November A.D. 1978 at 8:00 o'clock A.M. and recorded in Volume I page 57 of the Plat Records of Gillespie County, Texas.

Witness my hand and seal of office this the 27th day of November A.D. 1978.
Doris Lange
County Clerk, Gillespie County, Texas

The State of Texas,
County of Gillespie.

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles E. Ottmers
Reg. Public Surveyor No. 1818
August 16, 1978



CARRIAGE HILLS ADDITION UNIT NO. 6

TO THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

BEING 8.08 ACRES OF LAND, PART OF SURVEY NO. 197, WM. H ANDERSON

Plat of Carriage Hills Addition, Unit No. 6

The State of Texas
County of Gillespie

The owner of the land shown on this plat and whose name is subscribed hereto and in person or through a duly authorized agent, acknowledged that this plat was made from an actual Survey, and dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places hereon shown for the purposes and considerations therein expressed.

Owner: J.D. Stein
J.D. Stein

The State of Texas
County of Gillespie

Before me, the undersigned authority on this day personally appeared J.D. Stein, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 17 day of AUGUST A.D. 1981.

Notary Public, Gillespie County, Texas

This plat of Carriage Hills Addition, Unit No. 6 has been submitted to and considered by the Planning Commission of the City of Fredericksburg, Texas, and is hereby approved by such Commission.

Dated this 20th day of August A.D. 1981

(by) Chairman, Planning Commission

The State of Texas
County of Gillespie

The undersigned do hereby certify that the foregoing plat of Carriage Hills Addition, Unit No. 6 has been duly filed with the City Council of the City of Fredericksburg examined, approved, and ordered accepted by order of the minutes of the City Council of the City of Fredericksburg in Book 5 page 399.

Given under our official hands and seal this 15 day of Sept. A.D. 1981.

Mayor, City of Fredericksburg, Texas

Attest:

City Secretary

The State of Texas
County of Gillespie

I, Doris Lange, County Clerk of Gillespie County, Texas, do hereby certify that by an order of the Commissioners Court of Gillespie County, Texas, on the 5th day of October A.D. 1981, and entered in the minutes of said Court in Book 11 page 368 the foregoing plat was approved and the dedication accepted, and the said plat of Carriage Hills Addition, Unit No. 6 was authorized to be filed for record.

Witness my hand and seal of office on this 5th day of October A.D. 1981.

County Clerk, Gillespie County, Texas

Filed for record on the 5th day of October, A.D. 1981 at 1:18 o'clock P.M. and recorded in Volume 1, page 82 of the Plat Records of Gillespie County, Texas.

Witness my hand and seal of office this 5th day of October A.D. 1981.

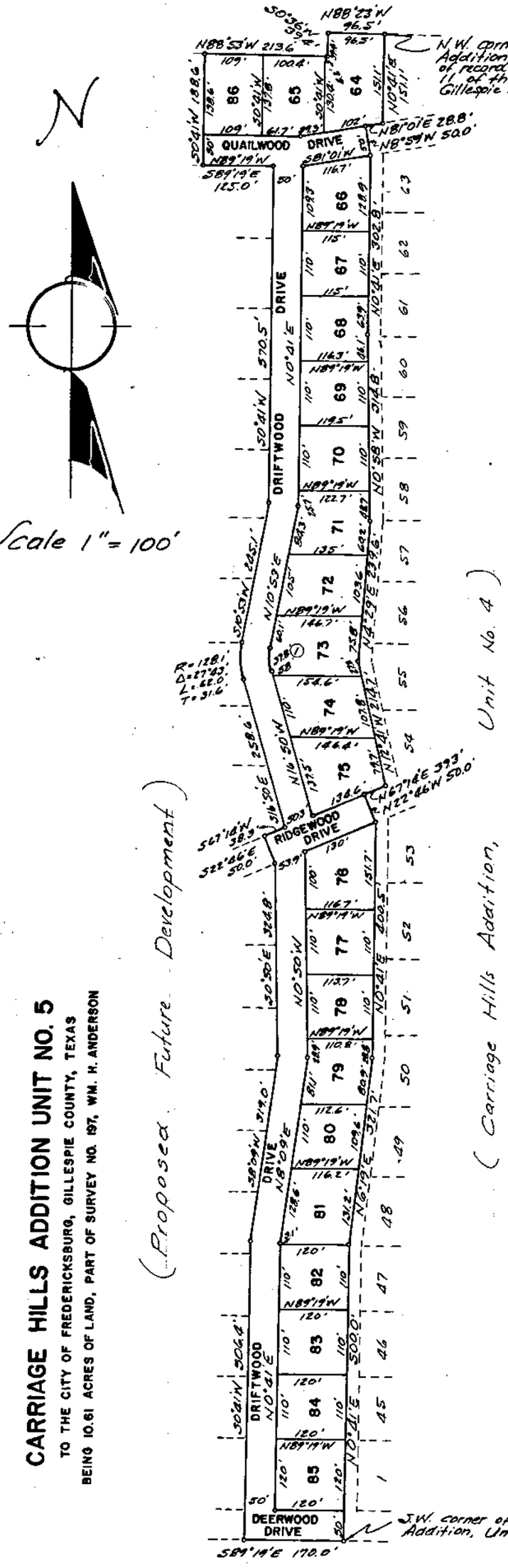
County Clerk, Gillespie County, Texas

The State of Texas
County of Gillespie.

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles E. Ottmers
Reg. Public Surveyor No. 1818
July 20, 1981

NIXON-OTTMERS SURVEYORS



CARRIAGE HILLS ADDITION UNIT NO. 5

TO THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

BEING 10.61 ACRES OF LAND, PART OF SURVEY NO. 197, WM. H. ANDERSON

Plat of Carriage Hills Addition, Unit No. 5

The State of Texas
County of Gillespie.

The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledged that this plat was made from an actual survey, and dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and considerations therein expressed.

Owner: Frederick Enterprises

J. D. Stein

The State of Texas,
County of Gillespie.

Before me, the undersigned authority on this day personally appeared J. D. Stein, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 28 day of September A.D. 1978.

Notary Public, Gillespie County, Texas

This plat of Carriage Hills Addition, Unit No. 5 has been submitted to and considered by the Planning Commission of the City of Fredericksburg, Texas, and is hereby approved by such Commission.

Dated this 16th day of November A.D. 1978

(by) Chairman, Planning Commission

The State of Texas
County of Gillespie

The undersigned do hereby certify that the foregoing plat of Carriage Hills Addition, Unit No. 5, has been duly filed with the City Council of the City of Fredericksburg, examined, approved, and ordered accepted by order of the minutes of the City Council of the City of Fredericksburg in Book 5 page 101.

Given under our official hands and seal this 5th day of December A.D. 1978.

Mayor, City of Fredericksburg, Texas.

Attest:

City Secretary

The State of Texas,
County of Gillespie.

I, Doris Lange, County Clerk of Gillespie County, Texas, do hereby certify that by an order of the Commissioners Court of Gillespie County, Texas, on the 11th day of December A.D. 1978, and entered in the minutes of said Court in Book 17 page 35, the foregoing plat was approved and the dedication accepted, and the said plat of Carriage Hills Addition, Unit No. 5 was authorized to be filed for record.

Witness my hand and seal of office, on this 11th day of December A.D. 1978.

County Clerk, Gillespie County, Texas

Filed for record on the 12th day of December, A.D. 1978 at 4:00 o'clock P. M. and recorded in Volume 1 page 57 of the Plat Records of Gillespie County, Texas.

Witness my hand and seal of office this 12th day of December A.D. 1978.

County Clerk, Gillespie County, Texas

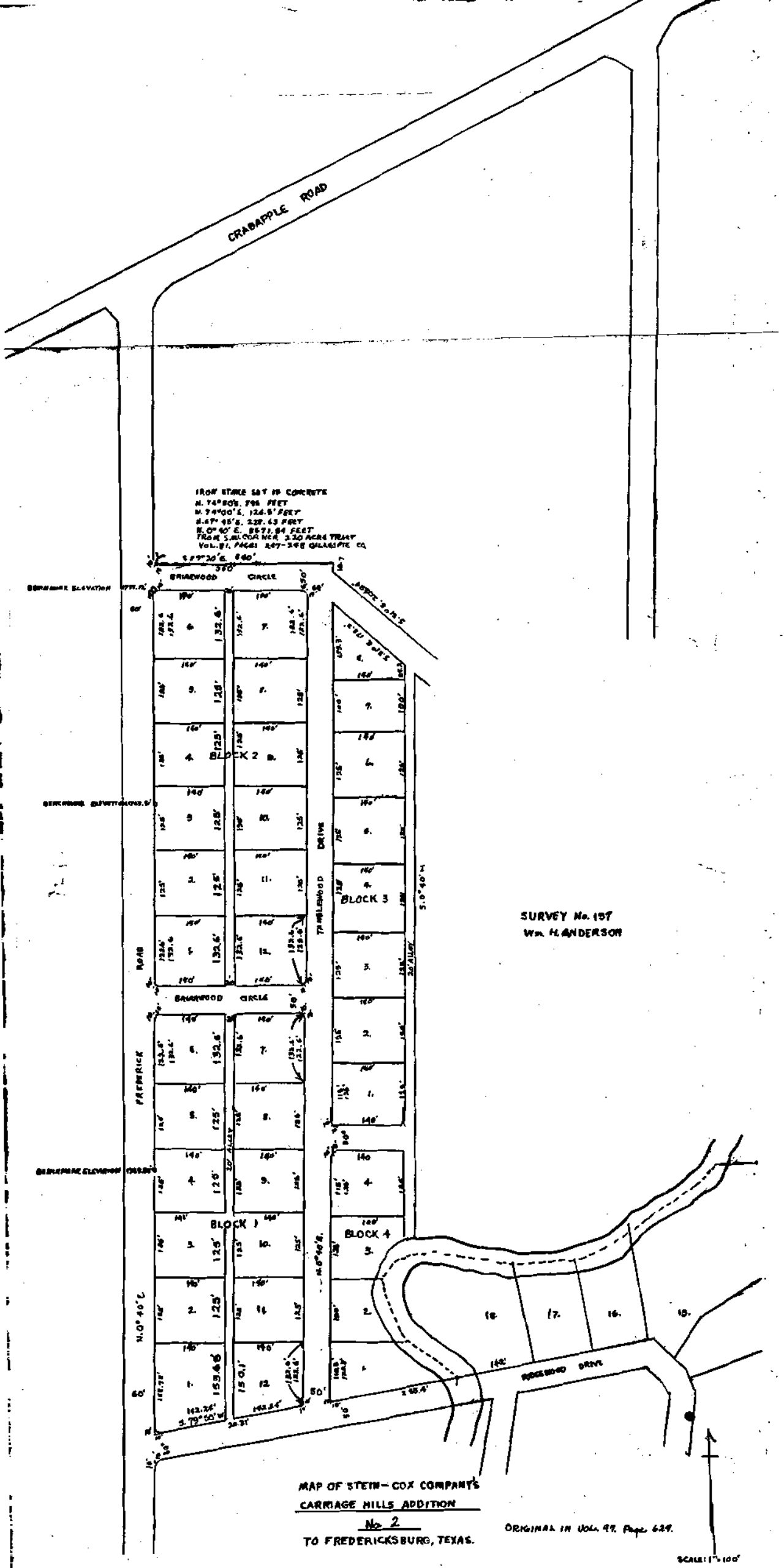
The State of Texas,
County of Gillespie.

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles E. Ottmers
Reg. Public Surveyor No. 1818
September 15, 1978

CURVE DATA

① R = 78.1'
Δ = 27°43'
L = 37.8'
Tan = 19.3'


CRABAPPLE ROAD
IRON STAKE SET IN CONCRETE
N. 74°50'E. 796 FEET
N. 74°00'E. 126.5' FEET
S.67° 45'E. 229.63 FEET
S.0° 40' E. 857.84 FEET
FROM S.W. COR. NE 2.30 ACRE TRACT
VOL. 81, PAGES 247-248 GILLESPIE CO.
S.89°30'E. 660'
350'
BRIARWOOD CIRCLE
BENCHMARK ELEVATION 1171.72'
BENCHMARK ELEVATION 1155.80'
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 1
BRIARWOOD CIRCLE
THISTLEWOOD DRIVE
FAIRWICK ROAD
20' ALLEY
N.0° 40' E.
S.0° 40' W.
S. 79° 50' W.
142.76'
155.46'
SURVEY No. 197
Wm. HENDERSON
RIDGEWOOD DRIVE
MAP OF STEIN-COX COMPANY'S
CARRIAGE HILLS ADDITION
No. 2
TO FREDERICKSBURG, TEXAS.
ORIGINAL IN VOL. 97, Page 629.
SCALE: 1" = 100'

Carriage Hills Addition, Unit No 10

to the City of Fredericksburg, Gillespie County, Texas

being 14.43 acres of land, part of the Wm. H. Anderson Survey No. 197, Abstract No. 2, and being that 14.7 acre tract described in a conveyance to Bryan T. Snowden, Trustee, from Donald D. Dittmar, Substitute Trustee, dated March 9, 1986, found of record in Volume 173, pg 106-111 of the Deed Records of Gillespie County, Texas.

I (we) hereby, certify that I am (we are) the Owner[s] of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all public streets, alleys, walks, parks, water courses, easements and other open space to public use forever.

OCT 17, 19 86 OWNER Bryan T. Snowden

Trustee

THE STATE OF TEXAS,
COUNTY OF GILLESPIE.
This instrument was acknowledged before me on this the 17th day of October, 19 86 by Bryan T. Snowden, Trustee

Linda K. Smith
Notary Public in and for the State of Texas

My Commission Expires: 06-20-87

Linda K. Smith
Printed Name of Notary

I, the undersigned, a Registered Public Surveyor, hereby certify that this plat is true and correctly made and is prepared from an actual survey on the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

May 1, 1986 Registered Public Surveyor No. 1812

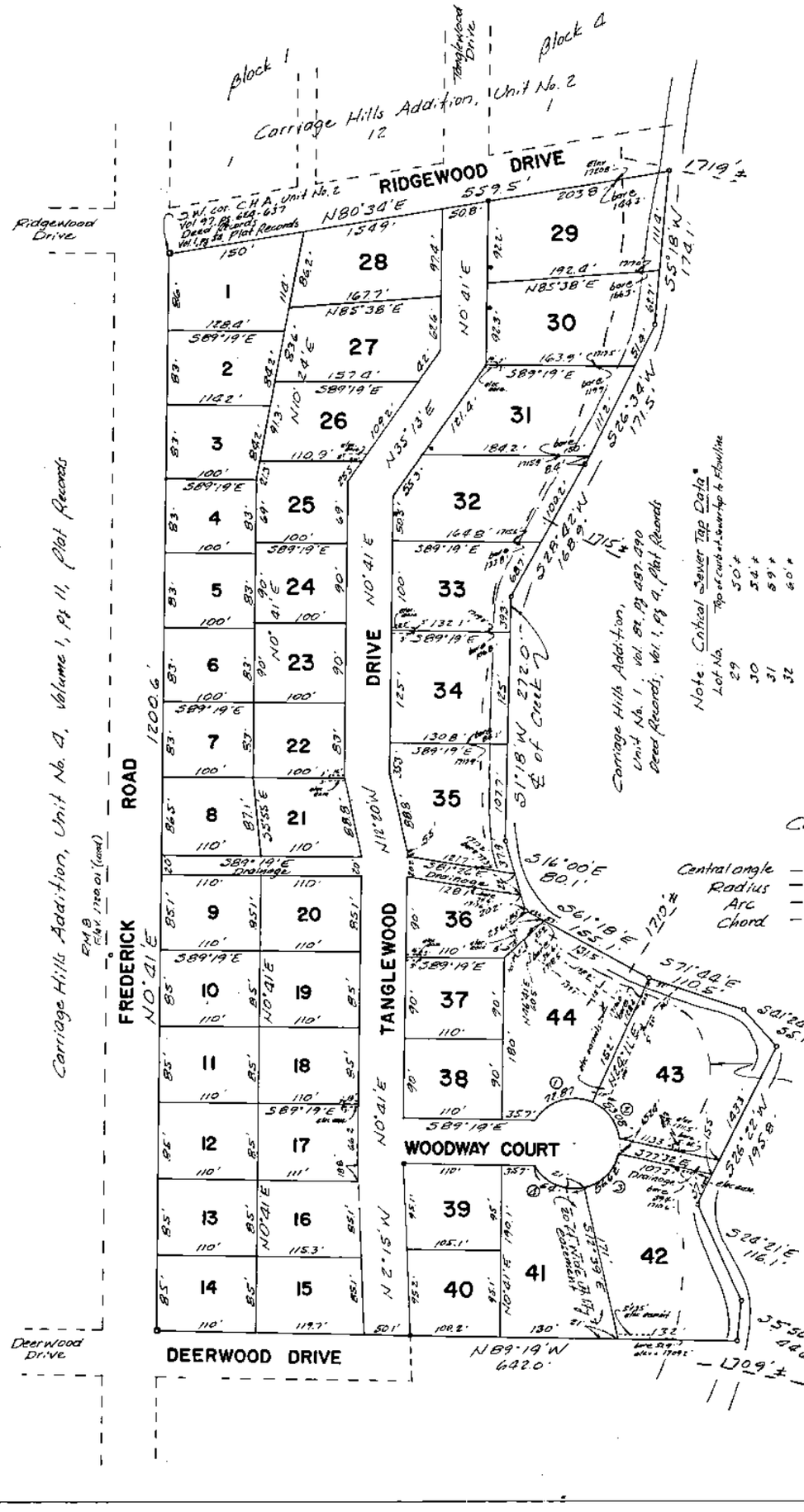
I, hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Fredericksburg, Texas, with the exception of such variances, if any, as are noted in the minutes of the City Board of Commissioners and that it has been approved for recording in the office of the County Clerk.

10-17, 19 86 John L. Bailey
Chairman, City Planning and Zoning Commission

Filed for record at 11:10 o'clock A.M., this the 24th day of October, 19 86, A.D., Recorded on Page 140 Volume 1 of the Plat Records of Gillespie County, Texas.

Deputy

Doni Lyle
County Clerk,
County Court, Gillespie County, Texas



Cul-de-Sac Curve Data

	①	②	③	④
Central angle	83°30'10"	60°89'20"	64°52'40"	73°10'21"
Radius	50'	50'	50'	50'
Arc	72.87'	53.08'	56.62'	64.00'
Chord	66.59'	50.62'	53.64'	59.72'