DCC 20076922
8 PGS

207-1066

TREIBAR, LLC TO THE PUBLIC

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHERRY BLOSSOM ESTATES

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

THAT, TREIBAR, LLC, being the sole owner of that 15.395 acres of land, more or less, situated in Gillespie County, Texas, described by metes and bounds on Exhibit "A", attached hereto and made a part hereof, does hereby subdivide said property into CHERRY BLOSSOM ESTATES, an Addition in Fredericksburg, Gillespie County, Texas as shown by the map or plat thereof found of record in Volume 4, Page 63, of the Plat Records of Gillespie County, Texas for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and does hereby dedicated to the City of Fredericksburg, Texas, for public use forever, the streets, alleys, water courses, drains, easements and public places 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 or other entity 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 does herby adopt the following restrictions, protective

covenants and conditions which are to run with the land (said 15.395 acres tract) and shall be binding upon and inure to the benefit of all parties and all persons claiming under them until January 1st, 2028, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless 75% of the then owners of the lots in said Addition (the owners of each lot will have one vote whether or not the lots are owned by more than one person) shall execute an instrument waiving or amending the restrictions, protective covenants or conditions. No amendment shall be effective until recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained.

1. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes.

2. No dwelling house shall be constructed upon any lot in this Subdivision, which contains less than 1800 square feet of living area, exclusive of garages, carports, and porches, and all dwelling houses shall have masonry construction of rock or stucco veneer (or a combination thereof), covering not less that 80% of the exterior wall area. No brick shall be allowed except as trim or accent. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.

3. Only new construction materials (except for used stone) shall be used in construction of any structure situated on a lot, except on Lot #39 containing the old house to be restored.

4. No swine or any other animals or poultry that are noxious or offensive shall be kept upon any lot or portions thereof.

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

6. No trailer, trailer house, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

7. No shack, trailer, trailer house, modular home, travel trailer or tent shall ever be placed upon any of said property.

8. No dwelling house or other structures shall be moved upon the premises from outside said addition, except with the express written consent of 75% of the lot owners, each lot to be allowed one vote.

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

10. No fence, wall or hedge shrub, which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connection them at points 25 feet from the intersection of the street lines. All fences shall be constructed of new material (except for used stone)

11. No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic or repair shop.

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

13. No fence or wall shall be erected nearer the front property line than the front of the dwelling.

14. No inoperative vehicles shall remain parked on the premises, in streets or in alleys, for longer than seven (7) days.

15. All boats, boat trailers, stock trailers, 18 wheelers, tractor trailer trucks, or trailers of any kind, and all vehicles having a load capacity of greater than one ton, shall not be parked on the property of the lot owner, and shall not be parked on any street or alley.

16. All outbuildings such as tool sheds, storage houses, etc. shall have the exterior walls constructed of rock or stucco veneer (or a combination thereof), covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

17. No residence shall be occupied until construction of the interior and exterior of the residence is completed.

18. The erection or construction of log homes shall be prohibited in this subdivision.

19. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure.

20. Property owners shall not dump any litter, any household garbage, refuse or dead animas into the detention area.

21. All residences shall include a two (2) car garage that shall be erected simultaneously with erecting the residence and shall be

constructed in accordance with all these restrictions. All garages shall have masonry construction of rock or stucco veneer (or a combination thereof), covering not less than 80% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

22. No garage shall ever be converted into a room or living quarters without adding an additional two (2) car garage at the same time.

23. All construction or remodeling on a residence and garage shall be completed within nine (9) months of the day such construction begins.

24. Developer may at its sole discretion enforce these restrictions but is under no obligation to do so.

25. The covenants and conditions set forth above shall be covenants running with the title of any lot or division of any lot.

26. No one shall interfere with any natural drainage pattern or constructed drainage system established by the development by altering slopes, constructing or destroying any retaining wall or obstructing or changing the contour of any channel, swale or embankment, or taking any other action which will or is likely to retard, change, or interfere with drainage or create erosion within this area.

27. Lots shall be subject to easements.

28. TreiBar, LLC may require special and different deed restrictions at its sole discretion for Lot #39 which contains the old house.

29. The following restrictions shall apply only to the lots that back up to Cherry Street that is Lots number 9, 34, 35, 36, 37, 38, 39, and 40. If a fence is desired along Cherry Street, lot owners of these lots shall be required to construct, at owner's expense, a 6 foot solid cedar privacy fence along Cherry Street. The lots along Cherry Street will not have access to Cherry Street from the back or side of said lots.

This subdivision and all lots are further subject to all subdivision plat notes, restrictions, easements and set back lines.

If the undersigned or its 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 proceeding 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. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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 12 day of December, 2007.

TREIBAR, LLC

By: _____
KENNETH W. TREIBS, Vice President

By: _____
MILDRED C. BARTEL, Secretary

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 12 day of December, 2007, by Kenneth W. Treibs, Vice Pres. of TREIBAR, LLC.

ANTHONY SAUER
Notary Public, State of Texas
My Commission Expires
OCTOBER 04, 2009

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 12 day of December, 2007, by Mildred C. Barbel, Secretary of TREIBAR, LLC.

ANTHONY SAUER
Notary Public, State of Texas
My Commission Expires
OCTOBER 04, 2009

Notary Public in and for the
State of Texas

# EXHIBIT "A"


## Hill Country Land Surveying, LLC

Boundary • Topographic • GPS
110 North Milam • Fredericksburg, Texas 78624
Phone 830-990-2665 • Fax 830-990-5095


Field Notes for a 15.395 Acre Tract of Land

**Being** a 15.395 acre tract of land out of Block II, as said Block is shown and designated on the Map of Fredericksburg, Texas and Environs by the German Emigration Company, said 15.395 acre tract of land also being the remaining portion of those two tracts of land conveyed to Robert J. Grona by deed recorded in Volume 123, Pages 238-239, Deed Records, Gillespie County, Texas, said 15.395 acre tract being more particularly described by metes and bounds as follows:

**Beginning** at a 2" steel pipe fence post found in the west line of North Cherry Street for the northeast corner of the herein described tract, the southeast corner of the Gene Randall McBride and Jo Joyce McBride 3.00 acre tract of land recorded in Volume 92, Pages 420-421, Deed Records, Gillespie County, Texas;

**Thence**, with the west line of North Cherry Street, the east line of Block II, the east line of the herein described tract, S. 00°13'10" E., 852.88 feet (S 00°00'00" E 859.68' called) to a nail found at a fence corner post for the southeast corner of the herein described tract, the northeast corner of the Rubin G. Jenschke and Ruby J. Jenschke 3.48 acre tract of land recorded in Volume 114, Pages 28-29, Deed Records, Gillespie County, Texas;

**Thence**, with the south line of the herein described tract, the north line of the Jenschke 3.48 acre tract, S. 89°22'55" W., 784.14 feet (S 90°00'00" W 776.73' called) to a ½" steel rod set in the east line of an unimproved out lot rod for the southeast corner of the herein described tract, the northwest corner of the Jenschke 3.48 acre tract, from which a 10" treated pine post bears S. 89°22'55" W., 60.00 feet;

**Thence**, with the west line of the herein described tract, the east line of said out lot road, N. 00°01'01" E., 861.34 feet (N 00°00'00" E 859.68' called) to a ½" steel rod set for the northwest corner of the herein described tract, the southwest corner of the aforementioned McBride 3.0 acre tract, from which a 8" cedar fence post bears N. 90°00'00" W., 60.00 feet;

**Thence**, with the north line of the herein described tract, the south line of the McBride 3.00 acre tract, N. 90°00'00" E., 780.61 feet (N 90°00'00" E 776.31' called) (Basis of Bearing) to the **Point-of-Beginning** and containing 15.395 acres of land.

Note: This description is based on an on the ground survey performed on October 27, 2006.
A Survey Plat of the above described tract was prepared.

STATE OF TEXAS
REGISTERED
BRAD BRYAN SPENRATH
5357
PROFESSIONAL
LAND SURVEYOR

Brad Bryan Spenrath
Registered Professional Land Surveyor
No. 5357 Job # 06-5342



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

December 13, 2007 10:21:14 AM

FEE: $43.00 20076922

HCT

ROBERT GRONA TO THE SOUTHWESTERN STATES TELEPHONE COMPANY

# EASEMENT AND RIGHT OF WAY

VOL. 88 PAGE 578

FORM ED-168

THE STATE OF Texas }
COUNTY OF Gillespie } KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE Fredericksburg

ORDER NO. 117

That Robert Grona

of the County of Gillespie and State aforesaid, for and in consideration of the sum of One Dollars ($ 1.00 ) to _____ in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

abstract Cert. Survey Original acres.
at Lot at Block at Dist. Grantt
Germany Co. II Germany Co. 18 1/2.

Situated in Gillespie County, State of State of Texas, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 4th day of February, 1966

Robert Grona

VOL. 88 PAGE 579

THE STATE OF Texas
County of Gillespie

BEFORE ME, the undersigned authority, on this day personally appeared Robert Grona

known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, A. D. 1966

Walter Otters

Notary Public Gillespie County Texas

WALTER OTTERS
Notary Public Gillespie County, Texas
Commission Expires June 1, 1967

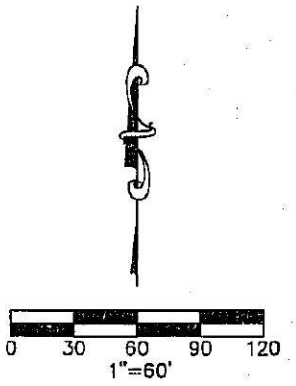
Filed for record in my office the 16th day of May A.D. 1966 at 4:26 o'clock P. M. and duly recorded the 18th day of May A.D. 1966 at 2:38 o'clock P. M. in Volume 88, pages 578-579.

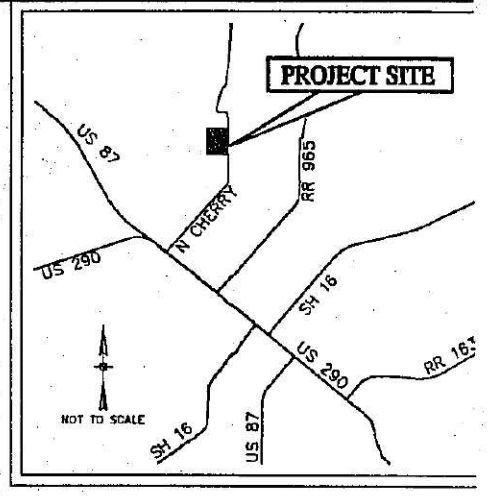
Julia Ahrens, Clk. Co. Ct., Gillespie County, Texas.

2007010021
P
1 PG

Vol. 4 Page 63

E CT 50.0' EXISTING ROW



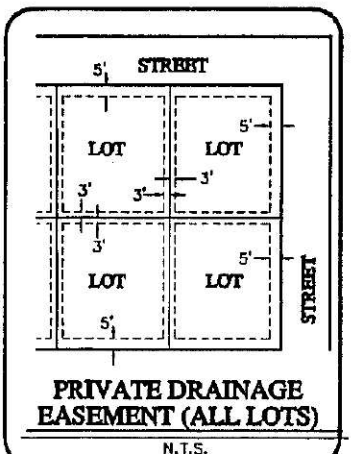

LOCATION MAP

N.T.S.

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE No. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | Δ=28°10'43" | 40.00 | 19.67 | N52°46'18"E | 19.47 |
| C2 | Δ=76°51'30" | 40.00 | 53.66 | S74°42'35"E | 49.72 |
| C3 | Δ=87°35'24" | 40.00 | 61.15 | S07°30'51"W | 55.37 |

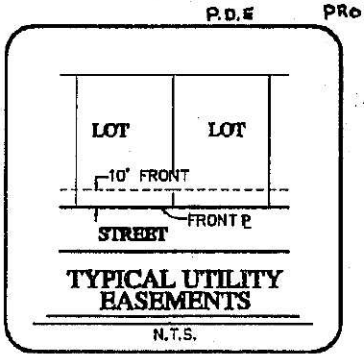
## LEGEND

| | |
|---|---|
| | PROPERTY LINE |
| | LOT LINES |
| | R.O.W. LINE |
| | PROPOSED EASEMENTS |
| | PROPOSED BUILDING SETBACK LINES |
| | PROPOSED DETENTION AREA |
| | EXISTING STRUCTURES |
| U.E. | PROPOSED UTILITY EASEMENT |
| D.E. | PROPOSED DRAINAGE EASEMENT |
| 14 | LOT NUMBERS |
| 1209 | DESIGNATED ADDRESS |
| | 1/2 INCH STEEL BAR SET AT PROPERTY CORNERS |
| | 1/2 INCH STEEL BAR SET IN CONCRETE |
| P.D.E | PROPOSED PRIVATE DRAINAGE EASEMENT |



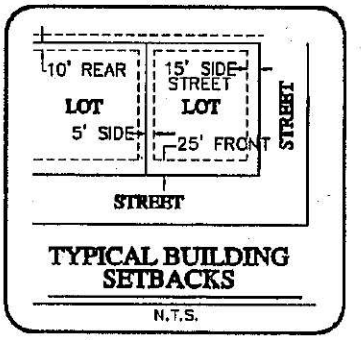

PRIVATE DRAINAGE EASEMENT (ALL LOTS)

N.T.S.




TYPICAL UTILITY EASEMENTS

N.T.S.




TYPICAL BUILDING SETBACKS

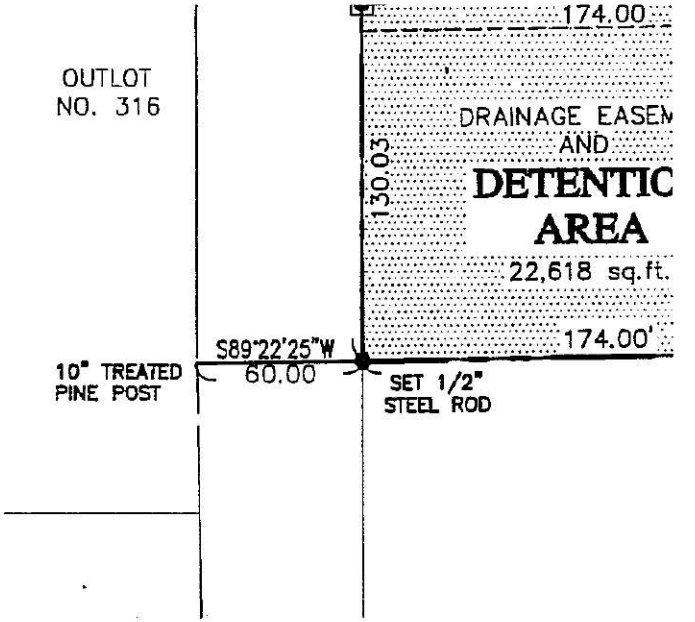
N.T.S.

A

CONSIDERATION HAS BEEN GIVEN TO THIS PLAT; AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE TO THE CITY OF FREDERICKSBURG'S SUBDIVISION ORDINANCE, EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL.

KEVIN SPRAGGINS #04823
REGISTERED PROFESSIONAL ENGINEER

KEVIN W. SPRAGGINS 04823 LICENSED PROFESSIONAL ENGINEER




**BENCHMARK:**

TO REACH THE STATION FROM THE JUNCTION OF FREDERICKS RD., AND STATE HWY 16, GO EAST ON STATE HWY 16, 0.45 MILE TO STATION ON THE RIGHT. A 3" BRASS DISK SET IN CONC. FLUSH WITH THE GROUND STAMPED "GPS 3 1994 CITY OF FBG." THE STATION IS 25.0 OFF THE CENTERLINE OF STATE HWY 16, 18.6' NORTH OF THE FENCE LINE AND 146' OF THE INTERSECTION OF A GRAVEL ROAD.

**REFERENCES:**

VOLUME 88 PAGE 578-579 D.R.
VOLUME 96 PAGE 646-647 D.R.

**NOTES:**

1.) THE DEVELOPER DEDICATES THE SANITARY SEWER & WATER MAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN WITHIN TWO (2) YEAR OF ACCEPTANCE OF SAID SEWER & WATER MAINS LOCATED WITHIN THIS SUBDIVISION PLAT.

2.) DAMAGE BY ANY UTILITY COMPANY TO ANY STRUCTURES, FENCES, WALLS, OR LANDSCAPING OF ANY KIND PLACED WITHIN THE LIMITS OF THE EASEMENTS SHOWN ON THIS PLAT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. NO LANDSCAPING OR OTHER MODIFICATIONS ALTERING THE CROSS-SECTIONS OF DRAINAGE EASEMENTS ARE ALLOWED WITHOUT APPROVAL BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG SHALL HAVE THE RIGHT TO REQUIRE THE PROPERTY OWNERS TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE PRIVATE DRAINAGE EASEMENTS AND THE RIGHT TO REQUIRE THE PROPERTY OWNERS MAKE MODIFICATIONS OR IMPROVEMENTS WITHIN THE EASEMENTS FOR PUBLIC WELFARE.

3.) DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY PROPERTY OWNERS AND ACCESS TO BE GIVEN TO DEVELOPER OR AUTHORIZED PERSONS FOR ANY ADDITIONAL CONSTRUCTION, MAINTENANCE, OR REPAIR OF ANY STRUCTURE WITHIN ANY DRAINAGE EASEMENT.

4.) NO ONE SHALL INTERFERE WITH ANY NATURAL DRAINAGE PATTERN OR CONSTRUCTED DRAINAGE SYSTEM ESTABLISHED BY THE DEVELOPMENT BY ALTERING ANY SLOPES, CONSTRUCTING OR DESTROYING ANY RETAINING WALL OR OBSTRUCTING OR CHANGING THE CONTOUR OF ANY CHANNEL, SWALE, OR EMBANKMENT, OR TAKING ANY OTHER ACTION WHICH WILL OR IS LIKELY TO RETARD, CHANGE, OR INTERFERE WITH DRAINAGE OR CREATE EROSION WITHIN THIS AREA.