5 PGS 20140761
AMEND

FRIENDS DEVELOPMENT, LTD., ET AL TO THE PUBLIC

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

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

Reference is herein made to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRABAPPLE GROVE SUBDIVISION - UNIT 2 ("Restrictions"), under Register No. 20102424, Official Public Records of Gillespie County, Texas.

Reference is herein further made to the Subdivision Plat of Crabapple Grove Subdivision - Unit 2 ("Crabapple Grove"), recorded in Volume 4, Page 145, Plat Records of Gillespie County, Texas ("Subdivision Plat").

Whereas, Friends Development, LTD., a Texas limited partnership ("Declarant"), is the owner of all tracts of land contained within Crabapple Grove with the exception of Lot No. 165; and

Whereas, Lot No. 165 of Crabapple Grove is owned by Carolyn Weber (now Carolyn Kuhlmann), Patrick Usener and Gerald Usener; and

Whereas, the Declaration of Covenants, Conditions and Restrictions by referencing the Subdivision Plat included all lots within Crabapple Grove; and

Whereas, Carolyn Weber, Patrick Usener and Gerald Usener did not join in or consent to the Declaration of Covenants, Conditions and Restrictions as they relate to Lot No. 165 of Crabapple Grove, an error and ambiguity now exist as to whether or not Lot No. 165 is subject to the Declaration of Covenants, Conditions and Restrictions; and

Whereas, Section 8.03 of the Declaration of Covenants, Conditions and Restrictions states as follows: "Savings Provision. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at it's sole discretion and without any joined or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, at it's sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas."; and

Whereas, it is the desire of the undersigned parties hereto, to correct such error and ambiguity, they now agree to and confirm the following clarification.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable

consideration, and the mutual benefits to be derived herefrom, the receipt and sufficiency of which consideration is expressly acknowledged by the undersigned, they now agree as follows:

1. Pursuant to Section 8.03 of the Declaration of Covenants, Conditions and Restrictions, they hereby confirm that Lot No. 165 of Crabapple Grove, although a part of the Subdivision Plat for Crabapple Grove, was never intended by the parties to be governed by the Declaration of Covenants, Conditions and Restrictions. This is further confirmed by the fact that Carolyn Weber, Patrick Usener and Gerald Usener were not parties to, nor ever consented to, or confirmed the Declaration of Covenants, Conditions and Restrictions as being applicable to Lot No. 165.

2. In order to correct such error and ambiguity, the undersigned hereby confirm that the Declaration of Covenants, Conditions and Restrictions are not applicable to Lot No. 165, Crabapple Grove, and hereby release said tract of land from the Declaration of Covenants, Conditions and Restrictions.

3. The parties hereto further confirm that the building setback lines reflected on the Subdivision Plat and also set forth in Section 4.07 of the Declaration of Covenants, Conditions and Restrictions are not binding upon Lot No. 165.

4. However, the parties hereby confirm that all easements, dedications and rights of way reserved or shown on the Subdivision Plat covering all or any portion of Lot No. 165, Crabapple Grove, are hereby confirmed and carried forward as they may relate to Lot No. 165, Crabapple Grove, same being carried forward and confirmed for the benefit of Declarant, Gillespie County, the City of Fredericksburg and all owners within Crabapple Grove and any public or private providers of utility services to Crabapple Grove. Such easements, dedications and rights of way being provided for constructing, installing, inspecting, maintaining, repairing and replacing, from time to time, any and all utility lines, systems and facilities as may be necessary or appropriate by Declarant.

Executed this 19th day of July, 2013.

[END OF PAGE]

FRIENDS DEVELOPMENT, LTD.,
a Texas Limited Partnership
By: Fritztown, L. L. C., its General Partner

By: _____
KARL A. RANSLEBEN, President

_____
CAROLYN KUHLMANN

_____
PATRICK USENER

_____
GERALD USENER

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 19th day of July, 2013, by FRIENDS DEVELOPMENT, LTD., a Texas Limited Partnership, by Fritztown, L. L. C., its General Partner, by KARL A. RANSLEBEN, President on behalf of said partnership.

TINA MERZ
Notary Public, State of Texas
My Commission Expires
JULY 23, 2014

_____
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 23 day of July, 2013, by CAROLYN KUHLMANN.

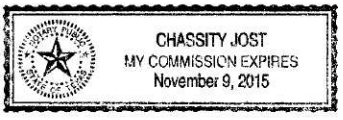
_____
Notary Public, State of Texas

CHASSITY JOST
MY COMMISSION EXPIRES
November 9, 2015

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 28 day of July, 2013, by PATRICK USENER.



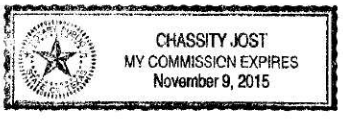
Chassity Jost
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 28 day of July, 2013, by GERALD USENER.

Chassity Jost
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
February 28, 2014 03:57:52 PM

FEE: $32.00
AMEND

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRABAPPLE GROVE SUBDIVISION UNIT 2

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CRABAPPLE GROVE SUBDIVISION - UNIT 2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Friends Development, LTD., a Texas Limited Partnership, acting herein by and through its general partner, Fritztown, L.L.C. (`Declarant"), being the owner of that certain subdivision known as CRABAPPLE GROVE SUBDIVISION, (hereinafter referred to as the "Subdivision"), according to the Plat (hereinafter referred to as the "Subdivision Plat") of said Subdivision as recorded in Volume 4, Pages 145, of the Plat Records of Gillespie County, Texas, and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Subdivision and for the purpose of protecting the value and desirability of the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions to run with the Property and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and shall be binding on all parties having a 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, and each Contract or Deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.
DEFINITIONS

1.01 City. "City" shall mean the City of Fredericksburg, Texas and it's applicable agencies, departments and committees.

1.02 Common Area. "Common Area" shall mean all real property (including the improvements thereto) leased, owned or maintained by the Declarant for the common use and enjoyment of the Owners, whether in existence at the time of the imposition of this Declaration, or which may be added at any time in the future. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, sewage systems, signs, street medians, entry gates, landscaping, lighting, entrance signs, walls, bridges, trails, green belts, and other similar or appurtenant improvements.

1.03 Declarant. "Declarant" shall mean and refer to Friends Development, Ltd., its successors and assigns, if such successors and assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

1.04 Declaration. "Declaration" shall mean this instrument as it maybe amended from time to time,

1.05 Improvement. "Improvement" or "Improvements" shall mean every structure on the Property

and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds or buildings, guest quarters, gazebos, patios, driveways, walkways and paved areas, fountains, large barbecue units, green houses and large visible decorative items, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, exterior air conditioning, water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.06 Lot. "Lot" or "Lots" shall mean and be defined as a separate single family residential building site within the Property as the same is added to, subdivided and described pursuant to and in accordance with the plat(s) of the Property, as they may be amended from time to time and shall include any Improvements from time to time constructed, erected, placed, installed or located thereon.

1.07 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.08 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages, or any other interest held as security for the performance of an obligation.

1.09 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include either the Declarant or a Mortgagee, unless or until Mortgagee foreclosures on any lot and becomes a fee simple owner thereof.

1.10 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.11 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide the construction, alteration or erection of any Improvement.

1.12 Property, "Property" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as Crabapple Grove Subdivision according to the plat of said Subdivision as recorded in the Plat Records of Gillespie County, Texas noted above, or any additions thereto, as provided in Article II, Section 2.01 herein.

1.13 Single Family Unit. "Single Family Unit" shall mean and refer to any Improvements on a Lot which are designed and intended for occupancy and use as a residence by one Person or by a single family who are maintaining a common household. Nothing in this section should be interpreted to prohibit occupancy of the property by a temporary guest of the occupants.

1.14 Subdivision. "Subdivision" shall mean and refer to the Property, as defined in Article I, Section 1.12 hereinabove.

ARTICLE II.
DEVELOPMENT OF THE PROPERTY

2.01 Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not

the obligation, at any time and from time to time, in it's sole discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the property. Declarant may, at any time and from time to time, add any other lands to the property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant' s overall development plans for the added property hereunder, Declarant shall be required only to record in the Real Property Records of Gillespie County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(A) A reference to this Declaration, which reference shall state the book and page numbers of the Gillespie County Real Property Records wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall apply to the added land;

(C) A legal description of the added land: and

(D) Any covenants, conditions or restrictions that are different or unique to the added land.

2.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas owned by Declarant from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall not longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Real Property Records of Gillespie County, Texas, a notice of withdrawal of land containing the provisions:

(A) A reference to this Declaration, which reference shall state the book and page numbers of the Gillespie County Real Property Records wherein this Declaration is recorded:

(B) A statement that the provisions of this Declarations shall no longer apply to the withdrawn land; and

(C) A legal description of the withdrawn land.

ARTICLE III.
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Insurance Rates. Nothing shall be done or kept on the Property which could increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon.

3.02 Signs. As a general rule, no signs of any kind shall be displayed to the public on any lot except one sign, commercially attractive, of not more than six (6) square feet advertising the property for sale or rent. However, during the construction period of the dwellings within the Subdivision, each builder may have up to one sign of up to sixteen (16) square feet advertising their particular homes and/ or services, and may include a lenders name providing construction financing. Signs which advertise Subdivisions other than those owned by Declarant will not be allowed. Declarant, or its agent, shall have the right to remove any sign not complying with the provision of this section, and in so doing shall not be liable for any tort arising from such removal.

3.03 Rubbish and Debris. No rubbish or debris of any kind shall be placed or be permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to it's occupants. Refuse, garbage and trash shall be kept at all times in covered containers to the rear of the residence and such containers shall be kept within enclosed structures or appropriately screened from view by the public, and contents thereof disposed of regularly as required by the City.

3.04 Noise. No exterior speakers, horns, whistles or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to it's occupants.

3.05 Construction of Improvements and Design Restrictions. In order to protect the overall integrity of the development as well as the quality and appearance of improvements of all property owners within the Subdivision, Declarant (or those persons to whom Declarant may assign the following authority, either in whole or in part, and their respective successors and assigns) shall have full authority but not the responsibility to control all construction, development and improvement activities of any kind within the Subdivision, and to insure that all such activities are properly conducted in accordance with and in a good workman-like manner, and in accordance with standard industry trade practices. Traditional style architectural designs are encouraged. No geodesic, A-Frames, log homes, or free style architectural designs shall be permitted. Prior to the commencement of any construction, all final plans and specifications must be approved (or not) in writing, by the Developer or the Architectural Control Committee (if one is created) as set forth herein. **ONLY SINGLE STORY RESIDENCES WILL BE PERMITTED.**

(A) Development Objectives. The aesthetic and ecological quality of the Property requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, Declarant (or those persons to whom Declarant, in a written and recorded instrument, may assign the following authority, either in whole or in part, and their respective successors and assigns), sitting as an "Architectural Control Committee" (sometimes hereinafter called "the Committee") reserves for himself and his assigns the authority to carry out the following goals and functions, which may be amended from time to time by said Declarant or by those persons to whom Declarant has assigned such authority in the manner described above:

(B) Architectural Control Committee. The Architectural Control Committee shall be

composed of Declarant or Declarant's assigns. The Declarant's authority in this regard shall be considered to be "an interest in the land" for each lot the subject of this Declaration, and shall "run with the land" and be transferable as an interest in land, by use of the same legal formalities required for the transfer of any other interest in land. Once appointed by Declarant, the members of the Committee shall serve for so long as they desire, and may not be removed from office for so long as they exhibit good behavior. They shall have the authority to appoint their successors by transfer of their respective interests in the land the subject of this Declaration. The Committee reserves the right from time to time to file instruments in the Real Property Records of Gillespie County, Texas designating its then current composition.

(C) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

(D) Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

(E) Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

(F) Design Submittal. The Owner must submit a design plan, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include a floor plan and all elevations of any proposed structure(s) (including walls, signs, pools, pool buildings, etc.), roof height, specification of materials, textures and

shapes. All exterior measurements and dimensions must be shown. (1/4" = 1' minimum) Description of materials and finishes must be clearly indicated.

(G) Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

1. The architectural and structural integrity of the design.

2. Harmony and conformity of the design with the surroundings both natural and built.

3. Adequacy of the design to conditions of the site.

4. Conformity to specific and general intent of the Protective Covenants covering the particular platted unit of which the Lot in question forms a part.

(H) Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or these which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Properties nor harmony with the natural surroundings. No member of the Committee shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner. Any putative or alleged "variance" which is not in writing and which is not recorded as set forth in such section shall be deemed ineffective, and shall not be accorded any credence or given any effect. The defenses of "waiver", "estoppel" and "laches" are specifically abandoned by any person or entity owning an interest in any Lot to which these covenants are applicable, with respect to any contention that a variance has been granted in a manner which is inconsistent with the requirements of Section H. herein. Notwithstanding the foregoing, the Declarant or the Architectural Control Committee is empowered to waive or modify these restrictions if, in its (or their) sole discretion, such waiver or modification is advisable in order to accommodate a new or a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the Property. Any such waiver, variance, or modification must be in the form of a recordable written instrument, and must be signed by the Declarant, or a majority of the persons then serving as members of the Architectural Control Committee, and becomes effective upon its recording amongst the official Real Property Records of Gillespie County, Texas, as same are maintained by the Gillespie County Clerk.

(I) Issuance of a Building Permit. Upon approval of final submittals, a building permit must be obtained and construction may begin. All such permits must be prominently displayed at the job site. The issuance and acceptance of the building permit assures that:

1. Construction of an approved building will be completed within eight months from start of construction.

2. Construction will be in accordance with approved plans.

3. Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.

4. Regular inspections may be made by a representative of the Committee.

(J) Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications, to the extent such plans and specifications are in compliance with the provisions contained herein. Should any variance or waiver to the covenants, conditions and restrictions contained in this instrument be required by such plans or proposal, no presumption of approval shall attach. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

(K) Limitation of Liability. Neither the Declarant, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

3.06 Sidewall Design. The sidewall of each house on a corner lot that faces a side street will be designed and completed to create an attractive appearance that is comparable to it's front elevation in terms of building materials, use of architectural trim and decor, windows, doors and other relief areas.

3.07 Builder Approval. As a portion of Declarant's desire to create a uniform plan of construction, development and improvement of the Subdivision, Declarant shall have the right to approve the identity of the builders and general contractors who shall be allowed to construct improvements on the Property.

(A) In the event that Declarant shall convey one or more Lots to an entity that will build the Improvements, such builders and general contractors are hereby approved. However,

if any such builder and general contractor shall decide to thereafter convey the Property to a third party or allow another builder and general contractor to construct the Improvements, such additional Owner and builder and general contractor must obtain the written approval of the Declarant for the actual builder and general contractor of the Improvements.

(B) Should any Owner desire to obtain the approval of Declarant of a certain builder and general contractor prior to purchasing any Lot, Owner shall submit a written request identifying the builder and general contractor and providing information about the builder and general contractor the Owner desires to be considered by the Declarant. Thereafter, Declarant shall provide a letter stating whether or not it approves of the builder and general contractor intended to be utilized by the respective Owner of a lot. In any event, any builder and general contractors of any Improvements on the Property shall be pre-approved by the Declarant, in Declarant's absolute and sole discretion. Any Owner who purchases a Lot hereby understands and agrees that Declarant shall have the complete and sole discretion for approving any builders and general contractor to work on any portion of the Property until Declarant releases its right to approve builders and general contractors by filing an instrument of release of such right in the Real Property Records of Gillespie County, Texas.

3.08 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good, safe, attractive condition and repair and adequately or otherwise maintained by the Owner thereof.

3.09 Removal of Improvements. In the event that a Single Family Unit or other Improvement on a lot shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding three (3) months following the occurrence of the offending incident, the Owner of the affected Improvement shall cause the damage or destroyed Improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such lot. Any such repair, rebuilding, or reconstruction shall be approved and accomplished as otherwise required for new construction pursuant to the provisions of this Declaration.

3.10 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any Person or Property. Without limiting the generality of the foregoing, no firearms, projectiles, weapons or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted, except within interior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes, or in properly constructed rock or brick fire pits, above ground steel fire pits, or chimeneros, while attended by a responsible adult.

3.11 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. No tank for the storage of oil, gasoline, or other hazardous products may be maintained on any lot.

3.12 Unsightly Articles: Vehicles. No unsightly article shall be permitted to remain on any Lot so as to be visible from any adjoining Property or public streets. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage. No trucks, trailer or vehicles

that are primarily used for commercial purposes, other than those temporarily present on business, may be parked within the Properties. Boats, boat trailers, utility trailers, campers, travel trailers, recreational vehicles and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view.

3.13 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles owned by guests of Owners, shall be parked on or near any Lot so as to be visible from adjoining Property or public streets. Intermittent and overnight stays are prohibited.

3.14 Animals-Household Pets. No animals, including pigs (except as permitted by city ordinances), hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within the residence), horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words maybe kept or maintained on the property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of the Owner unless confined on a leash. The household within each Lot shall not keep more than two (2) dogs and/or two (2) cats at any one time or two (2) of any other type of domestic animal of any one (1) kind. No animal may be stabled, maintained, kept, caged for or boarded for hire or remuneration on the Property and no kennels or breeding operations of animals will be allowed on any Lot. No domestic household pet shall be allowed to run at large and pets shall be kept within enclosed areas on the Property which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from the street view. Dog runs shall not be visible from any portions of the Property at street level. No vicious or dangerous animals shall be allowed on the Property.

3.15 Maintenance of Lot and Lawns and Plantings. Each owner shall keep shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned or mowed, free of trash, weeds and other unsightly material. Prior to the construction of a residence on a Lot, the Lot Owner shall regularly mow such unimproved Lot and keep it neatly trimmed and free of trash and other unsightly material.

Commensurate with the completion of construction, front yards (and side yards on corner lots) shall be fully seeded or sodden within sixty (60) days of completion of construction.

All front yards (and side yards on corner lots) must be landscaped with vegetation, hereby prohibiting yards that are essentially covered by cement, gravel, crushed granite or other hard surface or impervious materials.

All plants, shrubs, hedges or other plantings along the zero foot (0') side setback line shall be maintained at a height, not to exceed three feet (3'). Additionally, no vines shall be planted along the zero foot (0') side setback line that attach themselves to the wall and eventually the roof overhang and gutter. No other landscape features or physical structures shall be placed in front of or in such manner so as to interfere with the natural light penetrating any clear glass blocks constructed within the wall along the zero foot (0') side setback line.

3.16 Temporary Structures. No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling previously constructed elsewhere shall be moved onto any Lot in the Subdivision. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently. A portable building or enclosed trailer may be permitted for use as a builder's storage facility (subject to approval of the Declarant), however, any such building or structure shall be removed immediately upon completion of construction.

3.17 *Construction Materials and Debris.* No building material of any kind shall be placed or stored upon a lot until the owner thereof is ready to commence construction of improvements, and has obtained a building permit, and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street. During construction of dwellings or other improvements, as herein permitted, all lots must be cleaned of unnecessary debris/trash or waste material and placed in an orderly condition by 6:00 p.m. on each Friday. Each lot owner/builder is responsible for such lot maintenance regardless of how the material arrived on the lot. Builders are required to contain in a small confined area all trash and debris at all times during construction, same to be maintained in a sanitary and orderly manner and disposed of as hereinabove provided.

3.18 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish minimum standards or limitations or restrictions on use in excess of any governmental regulations, rules or ordinances, covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over any less stringent governmental regulations, rules and ordinances. Similarly, when any governmental regulations, rules and ordinances are more stringent than those set forth in this Declaration, the more stringent governmental regulations, rules and ordinances shall control.

3.19 Nuisances. No noxious , offensive or dangerous 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. This includes builders and construction workers working before or after daylight hours. Welding is prohibited, except in connection with the construction or repairs to Improvements. No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences of their owners.

3.20 Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any lot, including, but not limited to, water wells, cesspools or septic tanks. Each dwelling on a Lot must utilize the City water system and City sewage disposal system provided to the Subdivision.

3.21 Firearms, Projectiles and Weapons. The discharge of any firearm, including BB guns and pellet guns, and the discharge of any fireworks within the Subdivision or adjacent lands owned in whole or part by Declarant is strictly prohibited, and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is strictly prohibited.

3.22 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration. No Single Family Unit may be rented or leased for any single period of less than (12) months. No "time-share plan" or any similar plan of fragmented or interval ownership of said Single Family Unit shall be permitted on the Property.

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

ARTICLE IV.
RESIDENTIAL RESTRICTIONS

4.01 Single Family Residential Construction. All Lots shall be improved and used solely for a Single Family Unit. Except the use of a room within a residence as an in-house office, which office use is secondary to the residential use on the Lot, no business, commercial, industrial, trade, professional or other nonresidential activity or use of any nature, type, kind or description shall be conducted upon or from any Single Family Unit or within any Improvement located or constructed on any Lot. No signs of any type advertising or describing in any way the in-home office use or business is permitted to be placed anywhere on the Lot or within or upon the Single Family Unit. The activities or business conducted at the in-home office shall not be such as to generate traffic by customers, vendors or the like through the Subdivision or to the Single Family Unit.

4.02 Construction in Place and Commencement of Construction. All improvements constructed on the Property shall be built in place on the Lot and the use of prefabricated buildings is prohibited.

4.03 Building Materials. All Single Family Units shall be constructed of recognized standard construction quality. New construction materials (except stone) shall be used in constructing any dwelling or outbuilding situated on a Lot. The exterior walls shall be composed of 80% masonry or masonry veneer. The minimum masonry percentage shall apply to the aggregate area of all exterior walls but be exclusive of door, window and similar openings. Masonry or masonry veneer includes, stucco, ceramic tile, clay, brick and rock, except however, red or brown sandstone commonly found in Mason and Llano County. Cement boards such as hardiplank are **not** included in definition of "masonry or masonry veneer".

All masonry shall be pre-approved by the Declarant or designee.

No same masonry, (brick, rock, stone), shall be used adjacent to or directly across from any residence.

4.04 Dwelling Size. All Single Family Units shall contain not less than 1,500 square feet of enclosed, air-conditioned and heated living space, exclusive of porches (open or covered), decks and garages. Declarant is hereby permitted to approve deviations in the dwelling size in instances where such deviation will result in a more beneficial use of the Lot and will not distract from the general appearance and quality of the Property.

No exact front elevation shall be permitted adjacent to or directly across from any residence.

4.05 Windows. Mill finish aluminum window and doorframes on Improvements in the Subdivision are hereby expressly prohibited.

4.06 Corner Lot Residences. Residences constructed upon corner lots shall be oriented so that the front of the residence shall face the street as approved by the Committee.

4.07 Setback Lines. All Single Family Units must be constructed, placed and maintained in conformity with platted setback lines. In no event shall any R1 building or other structure be constructed, placed or maintained within twenty-five feet (25') of the front boundary of a lot, within fifteen feet (15') of the side boundary of a lot or within ten feet (10') of the rear boundary of a lot.

R5 buildings or structures shall not be placed or maintained within twenty feet (20') of the front boundary of a lot, within fifteen feet (15') of the side boundary of a lot, excluding the zero (0') lot line side, or within ten feet (10') of the rear boundary of a lot. Improvements may be located as allowed by City Code regulations, provided that no encroachment occurs with respect to utility easements.

The City of Fredericksburg zoning rules are hereby incorporated into these deed restrictions.

Declarant or the Declarant's designee may approve a variance to these zoning restrictions provided these zoning restrictions are greater than what the City of Fredericksburg permits.

4.08 Utility Transformers. Utility transformers must not have restricted access. Building fences or placing obstacles around or adjacent to transformers so as to limit access or hinder service personnel from conducting maintenance will not be permitted.

4.09 Driveways and Sidewalks. All driveways and any sidewalk running from the street to the front entry of the residence shall be of concrete or masonry construction, brick pavers or a combination of other decorative masonry materials. No asphalt driveways or sidewalks are permitted.

4.10 Outbuilding Requirements. Every outbuilding, inclusive of such structures as a storage building, greenhouse, servants quarters, guest quarters, art or craft studio, cabanas, gazebos, patios or children's playhouse, and Improvements as further defined in Article I, Section 1.05, shall be compatible with the dwelling to which it is appurtenant in terms of it's design and material composition. In no instance shall an outbuilding exceed fourteen feet (14') in height. All such outbuildings must comply with lot size and other requirements set forth in the city ordinances.

4.11 Swimming Pools. Movable, above ground swimming pools in excess of six feet (6') in diameter are strictly prohibited. All swimming pools in excess of six feet (6') in diameter must be of a permanent nature built into the ground and in a fenced enclosure with self closing and self latching gates, in accordance with any applicable ordinances, regulations, or statutes. No swimming pools shall be constructed in front or side yards.

4.12 Athletic and Exercise Equipment. There shall be no permanently installed athletic or exercise equipment on the front roof, front of the residence or inside the front building line. All temporary athletic and exercise equipment used in front and/or side yards must be placed indoors at the end of each day.

4.13 Foundation Exposure.

(A) All Stucco Finishes. All foundation sides on any Improvements with an exterior stucco finish shall be covered with stucco which matches the texture and color of the exterior stucco walls of such Improvement and shall be a continuation of such stucco walls.

(B) All Stone, Masonry, Brick Veneer Finishes. The foundation of any Improvement with a stone, masonry, masonry veneer (other than stucco) exterior finish shall not be exposed more than thirty (30) inches above final grade. If floor level is more than thirty (30) inches above final grade, the foundation shall be built to accommodate a finished wall matching the exterior wall of the Improvement to within thirty (30) inches of final grade. The exposed foundation shall be trowel finished. Landscaping to screen exposed foundation is encouraged.

4.14 Governmental Rules. All Improvements located, erected, constructed and installed upon any Lot shall conform to and comply with all applicable governmental regulations, rules and ordinances, including, without limitation, all building and zoning requirements of the City. All activities of the Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Property shall comply with all applicable governmental regulations, rules and ordinances.

4.15 Garages and Carports. No carports or porte cochere shall be placed, erected, constructed, installed or maintained on the Property. Garages may contain appropriately sized storage rooms, recreational workshops and tool rooms. No garage may be converted to another use (e.g., living space).

4.16 Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other Improvements constructed upon the Property.

4.17 Exterior Air Conditioning Equipment. All air conditioning compressors and other equipment located outside of residential dwelling shall be screened from the view of streets in the Subdivision by opaque walls attached to and made a part of each residence. Absolutely no window or roof mounted air conditioning units are permitted in the Subdivision.

4.18 Exterior Building Materials Finishes and Colors. All exterior building materials, finishes and colors shall be of such texture and color to provide a pleasant appearance throughout the Subdivision. Bright colors, such as red, orange, bright or mustard yellow, aqua, bright pink, purple, fuchsia, lime green and royal blue are expressly prohibited. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building, structure or wall. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting or any Improvements located on the Property.

4.19 Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) onto streets and road right-of-way, and other portions of the Property. Conventional mercury vapor or other similar types of wide-area security lamps are prohibited.

4.20 Artificial Vegetation. No artificial vegetation shall be permitted on the portion of any Lot or outside of any building on the Lot.

4.21 Antennas. No radio or television aerial wires, antennae, satellite dishes, discs, or other cable related apparatus or equipment or other special television apparatus or equipment shall be maintained on any portion of any lot forward of the rear building line of the main structure. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot which extends higher than the highest part of the roof of the main residence on said lot and must be attached to the ground.

4.22 Roofs. The roofs of the main body of all buildings and other structures on the Property, including the Single Family unit, shall be pitched. No flat roofs shall be permitted. Declarant may, in it's discretion, approve flat roofs on part of the main body of a building if such roof is architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofs shall be constructed of clay tile, slate, cedar shingle, cedar shake, standing seam metal or copper, or composition shingle. No windmills, appliances, rooftop attic ventilators, fans, solar collector panels or other rooftop installations or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless it is erected, constructed, installed and maintained on the rear yard side of the roof.

4.23 Mailboxes. All mailboxes on the property shall conform to the requirements of and be located as directed by the U.S. Postal Service.

4.24 Tanks. No butane, propane or other type of elevated tanks of any kind shall be erected, placed or permitted on any Lot. Swimming pool filter tanks shall be placed inside walls, fences or similar type of enclosures or buried in conformity with applicable governmental rules and regulations.

4.25 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements. Provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings of other Improvements.

4.26 Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street right-of-way, drainage easements, or retention areas. Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under or across any contiguous or adjacent Lot unless a drainage easement shall exist for same and same is done in accordance with any and all applicable governmental Permits and approvals. All work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the site grading and drainage plans prepared by an engineer selected by the Declarant and also in accordance with all applicable laws, codes and regulations.

4.27 Fences.

(A) All fences within the Subdivision shall be of the following composition:

(1) All masonry, except however, red or brown sandstone commonly found in

Mason and Llano County, or

(2) All wrought iron; or

(3) Any combination of wrought iron and masonry; or

(4) A combination of masonry and cedar; or

(5) All cedar or wood.

Cedar or wood fences shall be constructed of galvanized or painted pipe posts, 9' maximum on center, set in concrete. Three 2X4 wolmanized or metal rails are required (top, middle and bottom). Cedar or wood fences constructed adjacent to and viewable from the street must have the cedar or wood facing on the street side (i.e., the upright and horizontal support beams must be to the rear of the cedar or wood planks).

(B) No fence, wall, or hedge to the rear of the front wall line of the main structure, may be higher than (6) feet. Hedges may not be installed or maintained forward of the front building line of the main structure in excess of four feet (4') in height. No fence or wall shall be built forward of the front line of the main structure, except for decorative walls or fences which shall not exceed three feet (3') in height. Side fences on corner lots shall not be constructed within the building setback line established from any side street.

(C) No chain-link fences may be built or maintained on any lot, other than to enclose a dog or pet enclosure, provided that the chain link fencing is not visible from the street.

(D) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the area as designated by the building regulations of the City of Fredericksburg code. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

4.28 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as herein provided, and conforms to usual construction practices in the Fredericksburg, Texas area.

4.29 Unfinished Structures. No house or other structure shall remain unfinished for more than eight (8) months after the issuance of a building permit by the City.

4.30 Compliance with Provision of this Declaration. Each Owner shall comply with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any of this Declaration shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintained by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of this Declaration, it's terms or provisions. Any Owner acquiring a Lot in reliance on this Declaration, it's terms and provisions shall assume all risks of the possible amendment, validity and enforceability there of and, by acquiring the Lot, agrees to hold Declarant harmless from any damages

resulting from any amendment to or invalidity or unenforceability of the Declaration.

ARTICLE V.
WAIVER AND LACHES

5.01 The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI.
ASSESSMENTS BY AWARD OR JUDICIAL DECREE

6.01 In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, by Declarant or any Owner, any and all awards granted by the arbitrator, or damages. penalties, fees, costs, and/or any other charges awarded in the decree to remedy a restriction violation shall be borne by the Owner of the Lot in violation.

ARTICLE VII. EASEMENTS

7.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as is fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Further, Declarant hereby creates, declares, grants and reserves for the benefit of Declarant, Gillespie County, the City, and all Owners and any public or private providers of utility services to the subject Property and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon other easement areas shown on the plats of the Property, as hereafter amended, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time deemed necessary or appropriate by Declarant for development of the Property. Further, Declarant reserves the right, and all Owners agree to cooperate to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (include, without limitation, gas, water, electricity, telephone, TV cable, sanitary sewer and drainage), in favor of any Person or entity across any Lot or on any portion of the Property as is necessary or efficient to supply all utilities to all Lots.

7.02 Drainage Easements. Easements for drainage throughout the Subdivision are reserved as shown on the aforementioned recorded plats, such easements being depicted thereon as "drainage easement"

No owner of any lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

(A) Alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(B) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the City of Fredericksburg;

(C) Construct, erect or install a fence or other structure of any type or nature within or upon drainage easements. However, upon approval by the City of Fredericksburg, fencing shall be allowed across drainage easements only such that the bottom of the fence shall be a minimum of the flow depth plus free board above the design flow line of any channel or drain. it being understood that in no case shall the flow of drainage be hampered;

(D) Permit storage, either temporary or permanent, of any type upon or within such drainage easements: or

(E) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis. The failure of any owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Declarant. Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the Subdivision.

(F) Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers and for paving of driveways, unless otherwise specifically prohibited by the plat or any other recorded easement. However, neither Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation or driveways as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement areas.

7.03 Construction and Maintenance Easement. An access easement is hereby reserved over and across ten feet (10') of the side setback area as reflected on the Plat, for purposes of construction, reconstructing and maintaining the foundation and wall constructed along the zero foot (0') lot line of the adjacent property as well as for the roof overhang and gutter, or any other fixtures protruding over and into the ten foot (10') adjacent side setback area. The easement shall be perpetual and may be exercised by any reasonable means, however the owner of the residence constructed along the zero foot (0') setback line shall be liable and responsible for repairing any surface damage (including not only the usual and normal surface damages brought about to ground cover, shrubbery, any deviation to drainage

of the easement area, but also includes the repair and/or replacement of any privacy wall that may have been constructed over or across any portion of the easement tract) occurring within the ten foot (10') adjacent side setback area, brought about through the exercising of the easement rights herein reserved. The protrusion of roof overhang and rain gutter onto the ten foot (10') side setback area will not constitute a violation of the zero foot (0') side building setback line, same being deemed by the adjacent owner to be a permitted protrusion and permitted title exception.

ARTICLE VIII.
MISCELLANEOUS

8.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof shall run until December 31, 2025, unless amended as herein provided. After December 31, 2025, this Declaration including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by seventy-five percent (75%) of the Owners of the Property, then subject to this Declaration and, filed of record in the Real Property Records of Gillespie County, Texas.

8.02 Amendment.

(A) By Owners/Declarant. After December 31, 2010, this Declaration may be amended by Declarant and seventy-five percent (75%) of the Owners of the Property then subject to this Declaration, and filed of record in the Real Property Records of Gillespie County, Texas

8.03 Savings Provision. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at it's sole discretion and without any joined or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, at it's sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

8.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the development of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

8.05. Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of it's privileges, exemptions, rights and duties under this Declaration to any other Person or entity and may permit the participation, in whole or in part, by any other Person or entity in any of it's privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant's right's the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

8.06 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any owner at his own expense, or Declarant, shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Declarant shall not be charged with any affirmative duty to police, control, or enforce any of the provisions herein contained.

8.07 Construction.

(A) Restrictions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or Articles hereof.

Executed by said Declarant on this, the 10th day of June, 2010.

FRIENDS DEVELOPMENT, LTD.,
a Texas Limited Partnership

By: Fritztown, L. L. C., its General Partner

By: Karl A. Ransleben

KARL A. RANSLEBEN, President
P. O. Box 910
Fredericksburg, Texas 78624

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 10th day of June, 2010, by FRIENDS DEVELOPMENT, LTD., a Texas Limited Partnership, by Fritztown, L. L. C., its General Partner, by KARL A. RANSLEBEN, President, on behalf of said partnership.

TINA MERZ
Notary Public, State of Texas
My Commission Expires
AUGUST 05, 2010

Tina Merz
Notary Public in and for The State of Texas

HCT/GS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

June 11, 2010 08:23:21 AM

FEE: $99.00

20102424

KC

5 PGS 20140761
AMEND

FRIENDS DEVELOPMENT, LTD., ET AL TO THE PUBLIC

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

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

Reference is herein made to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRABAPPLE GROVE SUBDIVISION - UNIT 2 ("Restrictions"), under Register No. 20102424, Official Public Records of Gillespie County, Texas.

Reference is herein further made to the Subdivision Plat of Crabapple Grove Subdivision - Unit 2 ("Crabapple Grove"), recorded in Volume 4, Page 145, Plat Records of Gillespie County, Texas ("Subdivision Plat").

Whereas, Friends Development, LTD., a Texas limited partnership ("Declarant"), is the owner of all tracts of land contained within Crabapple Grove with the exception of Lot No. 165; and

Whereas, Lot No. 165 of Crabapple Grove is owned by Carolyn Weber (now Carolyn Kuhlmann), Patrick Usener and Gerald Usener; and

Whereas, the Declaration of Covenants, Conditions and Restrictions by referencing the Subdivision Plat included all lots within Crabapple Grove; and

Whereas, Carolyn Weber, Patrick Usener and Gerald Usener did not join in or consent to the Declaration of Covenants, Conditions and Restrictions as they relate to Lot No. 165 of Crabapple Grove, an error and ambiguity now exist as to whether or not Lot No. 165 is subject to the Declaration of Covenants, Conditions and Restrictions; and

Whereas, Section 8.03 of the Declaration of Covenants, Conditions and Restrictions states as follows: "Savings Provision. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at it's sole discretion and without any joined or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, at it's sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas."; and

Whereas, it is the desire of the undersigned parties hereto, to correct such error and ambiguity, they now agree to and confirm the following clarification.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable

consideration, and the mutual benefits to be derived herefrom, the receipt and sufficiency of which consideration is expressly acknowledged by the undersigned, they now agree as follows:

1. Pursuant to Section 8.03 of the Declaration of Covenants, Conditions and Restrictions, they hereby confirm that Lot No. 165 of Crabapple Grove, although a part of the Subdivision Plat for Crabapple Grove, was never intended by the parties to be governed by the Declaration of Covenants, Conditions and Restrictions. This is further confirmed by the fact that Carolyn Weber, Patrick Usener and Gerald Usener were not parties to, nor ever consented to, or confirmed the Declaration of Covenants, Conditions and Restrictions as being applicable to Lot No. 165.

2. In order to correct such error and ambiguity, the undersigned hereby confirm that the Declaration of Covenants, Conditions and Restrictions are not applicable to Lot No. 165, Crabapple Grove, and hereby release said tract of land from the Declaration of Covenants, Conditions and Restrictions.

3. The parties hereto further confirm that the building setback lines reflected on the Subdivision Plat and also set forth in Section 4.07 of the Declaration of Covenants, Conditions and Restrictions are not binding upon Lot No. 165.

4. However, the parties hereby confirm that all easements, dedications and rights of way reserved or shown on the Subdivision Plat covering all or any portion of Lot No. 165, Crabapple Grove, are hereby confirmed and carried forward as they may relate to Lot No. 165, Crabapple Grove, same being carried forward and confirmed for the benefit of Declarant, Gillespie County, the City of Fredericksburg and all owners within Crabapple Grove and any public or private providers of utility services to Crabapple Grove. Such easements, dedications and rights of way being provided for constructing, installing, inspecting, maintaining, repairing and replacing, from time to time, any and all utility lines, systems and facilities as may be necessary or appropriate by Declarant.

Executed this 19th day of July, 2013.

[END OF PAGE]

FRIENDS DEVELOPMENT, LTD.,
a Texas Limited Partnership
By: Fritztown, L. L. C., its General Partner

By: _____
KARL A. RANSLEBEN, President

_____
CAROLYN KUHLMANN

_____
PATRICK USENER

_____
GERALD USENER

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 19th day of July, 2013, by FRIENDS DEVELOPMENT, LTD., a Texas Limited Partnership, by Fritztown, L. L. C., its General Partner, by KARL A. RANSLEBEN, President on behalf of said partnership.

TINA MERZ
Notary Public, State of Texas
My Commission Expires
JULY 23, 2014

_____
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 28 day of July, 2013, by CAROLYN KUHLMANN.

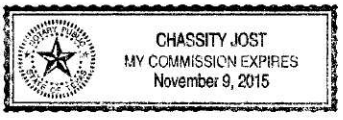
_____
Notary Public, State of Texas

CHASSITY JOST
MY COMMISSION EXPIRES
November 9, 2015

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 28 day of July, 2013, by PATRICK USENER.



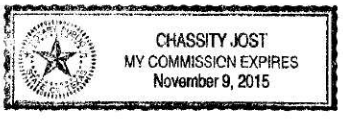
Chassity Jost
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 28 day of July, 2013, by GERALD USENER.

Chassity Jost
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
February 28, 2014 03:57:52 PM

FEE: $32.00
AMEND

20140761

6 PGS 20161015
AMEND

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRABAPPLE GROVE SUBDIVISION, UNIT 2

Reference is herein made to the Declaration of Covenants, Conditions and Restrictions for Crabapple Grove Subdivision, Unit 2, dated June 10, 2010, recorded under Register No. 20102424, of the Official Public Records of Gillespie County, Texas; and the Amendment to Declaration of Covenants, Conditions and Restrictions dated July 19, 2013, recorded under Register No. 20140761, of the Official Public Records of Gillespie County, Texas ("Declaration").

The undersigned, being all of the owners of all of the lots in Crabapple Grove Subdivision, Unit 2, hereby agree to the Second Amendment to the Declaration, such Amendment consisting of the following:

1. Article 3.15 is hereby amended to delete the last paragraph of Article 3.15 which in the original Declaration is stated as follows:

   "All plants, shrubs, hedges or other plantings along the zero foot (0') side setback line shall be maintained at a height, not to exceed three feet (3'). Additionally, no vines shall be planted along the zero foot (0') side setback line that attach themselves to the wall and eventually the roof overhang and gutter. No other landscape features or physical structures shall be placed in front of or in such manner so as to interfere with the natural light penetrating any clear glass blocks constructed within the wall along the zero foot (0') side setback line."

2. Article 4.07 is hereby amended by deleting paragraph two which states:

   "R5 buildings or structures shall not be placed or maintained within twenty feet (20') of the front boundary of a lot, within fifteen feet (15') of the side boundary of a lot, excluding the zero (0') lot line side, or within ten feet (10') of the rear boundary of a lot. Improvements may be located as allowed by City Code regulations, provided that no encroachment occurs with respect to utility easements."; **AND AMENDING PARAGRAPH 1** to state:

   "All Single Family Units must be constructed, placed and maintained in conformity with platted setback lines. In no event shall any R-1-A building or other structure be constructed, placed or maintained within fifteen feet (15') of the front boundary line of a lot, withing five feet (5') of the interior side boundary of a lot (or fifteen feet (15') of a street side boundary of a lot), or within ten feet (10') of the rear boundary of a lot."

3. Article 7.03 is hereby deleted from the Declaration. Article 7.03 in the Declaration states as follows:

"Construction and Maintenance Easement. An access easement is hereby reserved over and across ten feet (10') of the side setback area as reflected on the Plat, for purposes of construction, reconstructing and maintaining the foundation and wall constructed along the zero foot (0') lot line of the adjacent property as well as for the roof overhang and gutter, or any other fixtures protruding over and into the ten foot (10') adjacent side setback area. The easement shall be perpetual and may be exercised by any reasonable means, however the owner of the residence constructed along the zero foot (0') setback line shall be liable and responsible for repairing any surface damage (including not only the usual and normal surface damages brought about to ground cover, shrubbery, any deviation to drainage of the easement area, but also includes the repair and/or replacement of any privacy wall that may have been constructed over or across any portion of the easement tract) occurring within the ten foot (10') adjacent side setback area, brought about through the exercising of the easement rights herein reserved. The protrusion of roof overhang and rain gutter onto the ten foot (10') side setback area will not constitute a violation of the zero foot (0') side building setback line, same being deemed by the adjacent owner to be a permitted protrusion and permitted title exception."

The undersigned hereby agree that the deleted sections will no longer be part of the Declaration.

Executed the 29th day of January, 2016.

[END OF PAGE]

FRIENDS DEVELOPMENT, LTD.,
a Texas Limited Partnership
By: Fritztown, L. L. C., its General Partner

By: Karl A. Ransleben
KARL A. RANSLEBEN, President

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 29 day of January, 2016, by FRIENDS DEVELOPMENT, LTD., a Texas Limited Partnership, by Fritztown, L. L. C., its General Partner, by KARL A. RANSLEBEN, President, on behalf of said partnership.

Linda Kneese
Notary Public in and for The State of Texas

LINDA KNEESE
Notary Public, State of Texas
Notary ID #483830-4
My Commission Expires
July 15, 2019

CANSECO CUSTOM HOMES, INC.
a Texas corporation, General Partner

By: _____
ROBERTO CANSECO,
President and Director

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 3 day of February, 2016, by ROBERTO CANSECO, President and Director of CANSECO CUSTOM HOMES, INC., a Texas corporation, General Partner of CANSECO CUSTOM HOMES, a Texas General Partnership.

_____
Notary Public in and for The State of Texas

LINDA KNEESE
Notary Public, State of Texas
Notary ID #483830-4
My Commission Expires
July 15, 2019

EVAN M. ARCHILLA

MARGARET H. ARCHILLA

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 1 day of March, 2016, by EVAN M. ARCHILLA.

ALLISON TURRENTINE
Notary Public, State of Texas
Notary ID #12404648-8
My Commission Expires
December 22, 2017

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 29 day of February, 2016, by MARGARET H. ARCHILLA.

LINDA KNEESE
Notary Public, State of Texas
Notary ID #483830-4
My Commission Expires
July 15, 2019

Notary Public in and for The State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
March 02, 2016 11:37:51 AM
FEE: $36.00 CCHEESEMAN 20161015
AMEND