CJB/emh/REAL ESTATE/restrictions

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DCC

20175408

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARMORY ROAD SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, DKBC II LLC, ("Declarant"), being the owner of that certain unplatted subdivision known as ARMORY ROAD SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, and more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes, save and except therefrom that portion which is out of Outlot 361 and Outlot 362, as shown on the map or plat of the Original Town of Fredericksburg and Environs of the German Emigration Company, 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, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, which easements, restrictions, covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Subdivision 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

"ARC" shall mean the Architectural Review Committee as referred to in Article IV, hereof.

"Declarant" shall mean and refer to DKBC II LLC, its successors and assigns, if such heirs, successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Dwelling" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence.

"Improvement" or "Improvements" shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not

limited to, buildings, barns, carports, fences, pens, well houses, entryways, gates, recreation areas, utility installations, driveways, and any exterior additions including any changes or alterations thereto.

"Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Tract including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as Armory Road Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Tract" shall mean and refer to any plot of land which is out of the Subdivision and which is described and delineated on the unrecorded Plat of the Subdivision which is attached hereto as **Exhibit "B"** and incorporated herein by reference.

## ARTICLE II.

## UTILITY EASEMENTS

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and Declarant's successor and/or assigns, an easement for utility purposes ten (10) feet wide on each side of all Tract boundary lines for the installation and maintenance of water, electric, telephone, sewer, gas, cable television, and other utility lines, equipment and facilities, with the right of ingress and egress to and from and across each Tract and the Property to employees of utilities owning such utility lines, equipment or facilities, or supplying such utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

## ARTICLE III.

## RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any part of the Property, and their respective heirs, successors and assigns.

Section 1. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. In addition,

Servant's quarters, one (1) guest house, and related outbuildings, barns, stables, pens, fences and other similar improvements may be made or erected on a Tract.

(2) Single-family dwellings shall contain a minimum of 1200 square feet of living area on Tracts 3 – 7 and 1800 square feet of living area on Tracts 8 – 11. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(3) The front exterior of the dwelling, servant's quarters, bed and breakfast units, and guesthouses ("residential buildings") shall be constructed of rock, stone, stucco, and/or masonry constituting 100% of the exposed exterior of the front of a residential building. The exposed exterior shall exclude area occupied by windows and doors. Galvanized metal shall be prohibited on the exterior sides of all residential buildings but may be utilized for roofing. Galvanized metal may be used on all exterior sides and roofing of barns, sheds, storage buildings, detached garages and similar outbuildings.

(4) The exterior of any building shall be completed not later than twelve (12) months after the issuance of the building permit for such building by the ARC.

(5) All dwellings shall be newly constructed and erected on site. No dwelling shall be moved on to a Tract.

(6) A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.

(7) Recreational vehicles, travel trailers, buses, mobile homes, modular homes, pre-manufactured homes and/or industrial-built homes shall not be used as a dwelling on any tract. All boats, tractors, golf carts and ATV's, motorcycles, and other similar types of vehicles shall be stored in a garage facility out of view. Recreational vehicles and travel trailers may be kept on a Tract provided they are kept in an enclosed structure and to the rear of the principal residence.

(8) All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance and shall be substantially similar in construction material as the fencing on the tract abutting Armory Road and/or Royal Oaks Loop and may be constructed as a metal deer proof fence. No chain link fence shall be permitted.

(9) No building, structure or other Improvement (e.g., fences, carports, barns, well houses, pens, entryways, gates, etc.), shall be constructed, erected or placed upon any Tract unless it is in accordance with a development plan approved by the ARC pursuant to Article IV hereof, nor shall any external lighting be installed on any Tract unless it is in accordance with an external lighting plan approved by the ARC pursuant to Article IV hereof. No building, structure or other

Improvement, and no external lighting, shall be remodeled, renovated or otherwise modified unless such remodeling, renovation or modification is made in accordance with a development plan approved by the ARC.

(10) No external antenna, satellite receiving dish greater than thirty (30) inches in diameter, or other telecommunication device or equipment shall be permitted on any Tract unless totally screened from the view of streets and other Tracts.

(11) All swimming pools shall be constructed substantially at grade. No elevated swimming pools are allowed.

Section 2. Setback Requirements

(1) Except for entrance and other gates, fences, roadways, and electric, telephone and other utility lines, no improvement shall be stored, placed or erected (a) nearer than 75 feet from the west property line of Tract 8 – 11; (b) nearer than 75 feet from the east property line of Tracts 3 – 7; or (c) nearer than 50 feet from any side of a Tract which abuts another Tract within the Subdivision.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used for single-family residential purposes only, and no Tract shall be used for any commercial purpose. Notwithstanding the above and as exceptions thereto, (i) a Tract may be used for raising livestock, poultry or other animals, except swine, (ii) a Tract may be used for raising agricultural crops for both retail and wholesale sales, including vineyards, fruit trees, pecan groves, permanent grass (hay meadows or grazing pastures), and livestock production. No industrial pursuit or enterprise shall be permitted to be conducted on any tract (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator), and (iii) a bed and breakfast may be operated on a Tract. For purposes of these restrictions, the term "bed and breakfast" shall mean a lodging service within rooms of the principal dwelling or in a separate guest house. Only four (4) bed and breakfast units within the principal Dwelling or in a separate guest house shall be permitted.

(2) Swine shall not be kept on any Tract.

(3) All livestock, pets and poultry shall be kept under fence within the boundaries of a Tract. This restriction shall not apply to unsold Tracts owned by Declarant. Furthermore, Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has enclosed the Owner's Tract by fence; and each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties

that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection with, the exercise by Declarant (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract.

(4) The owner of a tract which has a boundary on the perimeter of the Subdivision (a boundary which abuts property other than a Subdivision Tract boundary) shall maintain the fence on the Tract's boundary perimeter in a manner which will restrain livestock.

(5) There shall be no commercial feeding operation or commercial breeding of animals or fowl on any Tract. Animals used for grazing a tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(6) Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous material, as defined by any state or federal law, rule or regulation, shall not be buried or disposed of on any Tract. Noxious or offensive activity shall not be permitted on any Tract, or any activity which would be considered an annoyance or nuisance to other Owners.

(7) Mineral exploration of any type which will damage the surface shall not be permitted on any Tract.

(8) Hunting and/or harvesting of game animals and birds shall not be allowed on any Tract. No prolonged or persistent discharge of firearms, such as skeet or trap-shooting, shall be allowed on any Tract.

(9) No trapping of animals will be allowed, except animals can be trapped when they have become a nuisance and the trapping is for animal control purposes.

(10) No Tract shall be further divided or resubdivided without the express approval of Declarant.

## ARTICLE IV.

## ARCHITECTURAL REVIEW COMMITTEE

Section 1. 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, an Architectural Review Committee (the "ARC") has been created as described in this Article IV. The ARC has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Review Committee. The ARC shall be composed of three (3) persons selected and appointed by (i) the Declarant, as long as the Declarant owns any interest in any of the Tracts, and (ii) after the Declarant no longer owns any interest in any of the Tracts, by the selection of the Owners of the Tracts at a meeting called for that purpose by any Owner of a Tract during the month of January of each calendar year. Each Owner of a Tract shall be entitled to one vote for each member to be selected and the candidates receiving a majority of the votes for each position by Tract Owners present personally or by proxy at the annual called meeting shall serve for a term for that calendar year as members of the ARC. Cumulative voting is not allowed.

Section 3. Goal of ARC. The goal of the ARC is to encourage the construction of improvements (including exterior lighting) of good architectural design, aesthetic quality and proper size compatible with other improvements and in harmony with the natural surroundings. 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 ARC, create an attractive and harmonious blend with existing improvements and the natural surroundings. The ARC 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 Subdivision and of other Owners, 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 ARC if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision.

Section 4. ARC Approval Required. No Improvement shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any Tract until plans and specifications, in such form and detail as the ARC may deem necessary, shall have been submitted to and approved in writing by the ARC. The ARC shall have the power to employ professional consultants to assist it in discharging its duties, with the reasonable costs and fees of such professional consultants to be paid by the applicant for the permit. The decision of the ARC shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures. The ARC may, but is not obligated to, establish and publish from time to time reasonable administrative procedures and separate building guidelines covering Improvements and exterior lighting.

Section 6. Design Submittal. The Owner must submit a design plan, which must adequately reflect to the ARC the true design quality of the proposed work. Final exterior plans and specifications shall be submitted in complete form in duplicate and shall include (i) all elevations of any proposed structure(s) (including walls, signs, pools, pool buildings, barns, pens, etc.), roof height, specification of materials, textures and shapes, and (ii) a site plan showing the general location of all proposed and existing improvements, the dimensions and shapes of all proposed and existing improvements, and identifying any trees to be cut in connection with the proposed work. All exterior measurements and dimensions must be shown (1/4" = 1' minimum). Description of materials and finishes must be clearly indicated.

Section 7. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

(a) The architectural design.

(b) Harmony and conformity of the design with the surroundings both natural and built.

(c) Adequacy of the design to conditions of the site.

(d) Conformity to specific and general intent of the restrictive covenants set forth in this Declaration.

Section 8. Variances. Upon submission of a written request for same, the ARC 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, setback or architectural standards which are provided in this Declaration or those which may be promulgated in the future. In any case, however, such variances must, in the ARC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision, nor harmony with the natural surroundings. No member of the ARC 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 ARC's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

Section 9. Issuance of Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site.

Section 10. Failure of ARC to Act. If the ARC 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 ARC has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 11. Limitation of Liability. Neither the Declarant, nor the ARC , nor any of the members of the ARC, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval, to any Owner or to any other person or entity by reason of the exercise of or the failure of the ARC to exercise any of its rights and powers hereunder, including without limitation: (i) the approval or disapproval of any plans and specifications,

(ii) the approval or disapproval of any variances, (iii) the failure to take action with respect to any plans and specifications or the construction of any improvements on any Tract, or (iv) the construction or performance of any work on any Tract, whether or not pursuant to any approved plans or specifications. Review and approvals by the ARC are for the purposes of the protection and maintenance of the aesthetic and ecological quality of the Property, and not for the purposes of determining the adequacy of the engineering, structural integrity, quality of construction, soundness of construction, safety of plans or construction, code compliance, compliance with any other laws, rules or regulations applicable to the improvement or the construction, or any other matters involving the plans, specifications or construction of the improvements ("Construction Matters"). Consequently, and without limiting the generality of the foregoing provisions of this section, neither the Declarant, nor the ARC, nor any of the members of the ARC, shall be liable in damages or otherwise to anyone for any causes of action, claims, debts, demands, losses, costs, damages, expenses, obligations or other liabilities arising out of or in any way related to any Construction Matters.

## ARTICLE V.

## TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2047, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of at least sixty-seven percent (67%) of the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

## ARTICLE VI.

## ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, condition or restrictions herein contained.

ARTICLE VII.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, conditions or restrictions hereof, which shall remain in full force and effect.

ARTICLE VIII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagee's, if any) of at least fifty percent (50%) of the Tracts may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas. Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (80%) of the Tracts may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

(b) Notwithstanding anything to the contrary, as long as Declarant retains an ownership interest in the property, Declarant shall have the right at any time, at its sole discretion and without any joinder 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 in the exercise of its good faith judgment. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE IX.

WAIVER AND LACHES

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 such Owner's Tract 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 Tract, 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 Tract only upon the Owner obtaining a written variance in

accordance with the applicable provisions herein. Failure of Declarant, the ARC, 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.

EXECUTED by said Declarant, this 17th day of October, 2017.

DKBC II LLC

By: _____
DALE CRENWELGE, Member

By: _____
KASH MORROW, Member

By: _____
BRYAN BIERSCHWALE, Member

By: _____
CARROLL J. BRYLA, Member

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 17th day of October, 2017, by DALE CRENWELGE, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

DANIELLE GEISTWEIDT
Notary Public, State of Texas
Comm. Expires 11-23-2020
Notary ID 12512608-6

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 17th day of October, 2017, by KASH MORROW, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

DANIELLE GEISTWEIDT
Notary Public, State of Texas
Comm. Expires 11-23-2020
Notary ID 12512608-6

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 18th day of October, 2017, by BRYAN BIERSCHWALE, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

DANIELLE GEISTWEIDT
Notary Public, State of Texas
Comm. Expires 11-23-2020
Notary ID 12512608-6

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 18th day of October, 2017, by CARROLL J. BRYLA, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

ELGINIA HOHMANN
Notary Public, State of Texas
Comm. Expires 07-24-2018
Notary ID 585751-1

Notary Public, State of Texas

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 63.612 acres of land out of Outlot Nos. ~~361, 362,~~ 363, 370, 371, 374, 375, 376, 377, 378, and unnumbered Outlot strips, and Block VIII all as shown on the map of the Original Town of Fredericksburg and Environs, in Gillespie County, Texas and ~~being all of that certain 7.76 acre tract described in Volume 95, Page 668 of the Deed Records of Gillespie County, Texas~~, all of that certain 0.5 acre tract described in Volume 96, Page 500 of said Deed Records, all of that certain 0.23 acre tract described in Volume 78, Page 242 of said Deed Records, and a portion of that certain 60.672 acre tract described in Volume 62, Page 88 of said Deed Records; Said 71.372 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in June 2017:

BEGINNING at a cotton spindle found in a fence corner post in the south line of Armory Road, the north line of said 60.672 acre tract, and the east line of Royal Oaks Loop as established in Volume 7, Page 235 of the County Road Minutes of Gillespie County, Texas, for the northwest corner hereof, and from which a 1/2 inch iron rod found bears South 63°51'00" West a distance of 0.93 feet and a 1/2 inch iron rod found bears South 80°02'46" West a distance of 51.86 feet;

THENCE along the south and west lines of said Armory Road and the north and east lines of said 60.672 acre tract, the following 3 courses:

1. South 87°46'00" East, at a distance of 990.74 feet pass a 1/2 inch iron rod set for the northwest corner of that certain 0.23 acre tract described in Volume 78, Page 242 of said Deed Records, at a distance of 1090.74 feet pass a 1/2 inch iron rod set for the northeast corner of said 0.23 acre tract, and continue in all a total distance of 1776.25 feet to an 8 inch cedar fence corner post found;
2. South 44°40'05" East a distance of 58.46 feet to an 8 inch cedar fence corner post found;
3. South 00°17'17" East a distance of 1473.11 feet to a calculated point in the north line of that certain 1 acre tract described in Volume 72, Page 228 of said Deed Records, for the southeast corner of said 60.672 acre tract and a corner of said

EXHIBIT "A"

Armory Road, and from which a 6 inch pine fence corner post found bears North 43°05'16" East a distance of 1.16 feet and a 2 inch pipe gate post found bears North 00°28'07" West a distance of 19.14 feet;

THENCE South 89°38'43" West a distance of 617.54 feet along the south line of said 60.672 acre tract, the north line of said 1 acre tract, the north line of that certain tract described in Volume 65, Page 15 of said Deed Records, the north line of that certain 0.99 acre tract described in Volume 349, Page 403 of the Real Property Records of Gillespie County, Texas, and the north line of that certain 2 acre tract described in Volume 95, Page 542 of said Deed Records to a 1/2 inch iron rod found for the northwest corner of said 2 acre tract and the northeast corner of said 7.76 acre tract;

THENCE South 18°47'41" East a distance of 443.52 feet along the east line of said 7.76 acre tract and the west line of said 2 acre tract to a 1/2 inch iron rod found in the north line of U.S. Highway 290, for the southeast corner of said 7.76 acre tract and the southwest corner of said 2 acre tract, and from which a TXDOT concrete monument found bears North 70°11'33" East a distance of 3933.01 feet;

THENCE South 70°11'33" West a distance of 1002.21 feet along the south line of said 7.76 acre tract and the north line of said U.S. Highway 290 to a calculated point for the southwest corner of said 7.76 acre tract and the southeast corner of that certain 10.893 acre tract described in Volume 389, Page 219 of said Real Property Records, and from which a 2 inch pipe fence corner post found bears North 29°11'38" East a distance of 1.21 feet and a TXDOT concrete monument found bears South 70°11'33" West a distance of 998.45 feet;

THENCE along the southeast line of said 10.893 acre tract and the northwest line of said 7.76 acre tract, the following 2 courses:

1. North 33°34'57" East a distance of 655.81 feet to a t-post found in the remains of an old fence;
2. North 26°44'50" East a distance of 236.92 feet to a 1/2 inch iron rod found in the south line of said 60.672 acre tract, for the northwest corner of said 7.76 acre tract and the northeast corner of said 10.893 acre tract;

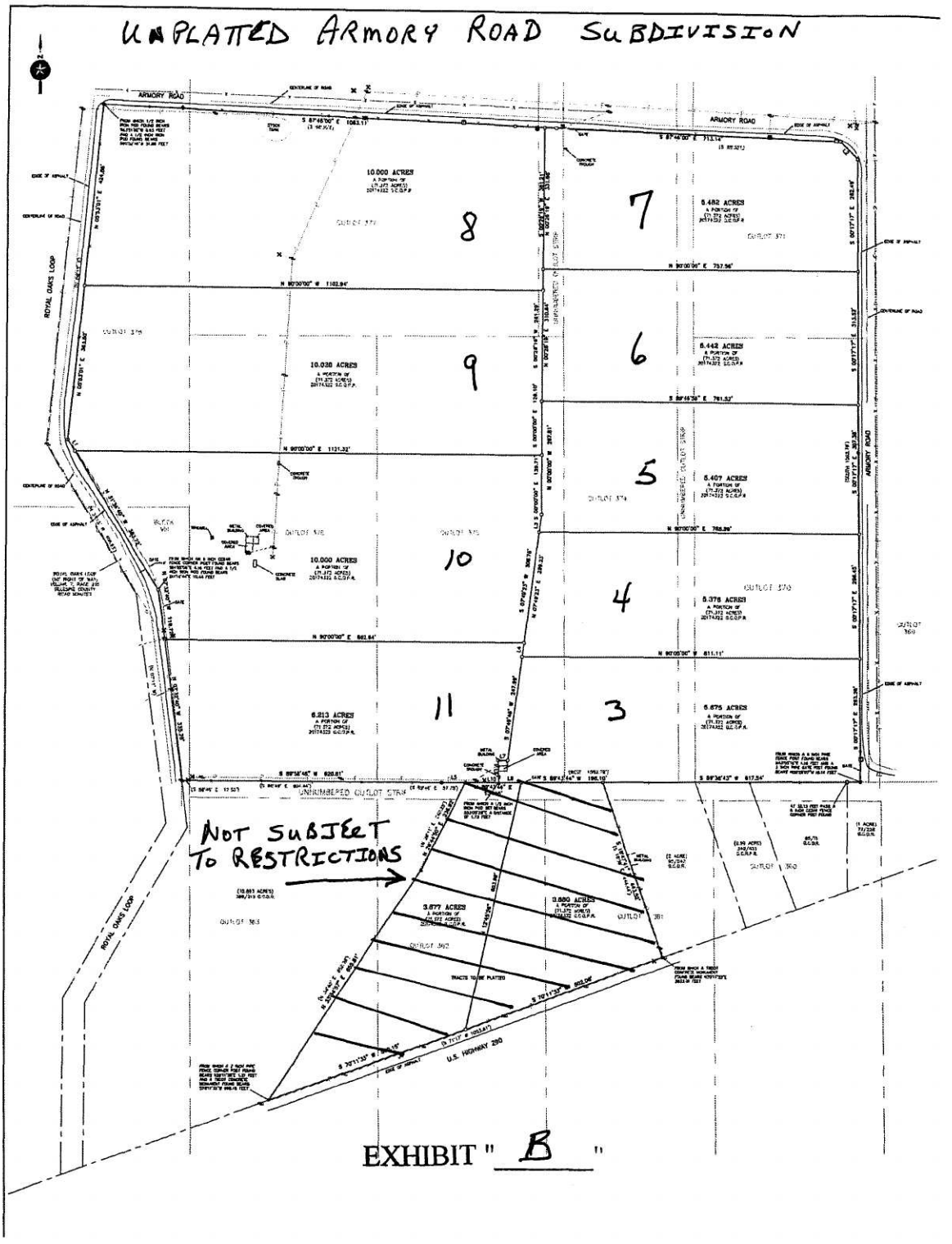
THENCE along the north line of said 10.893 acre tract, the south line of said 60.672 acre tract, and the south line of said 0.5 acre tract, the following 2 courses:

1. South 89°32'03" West a distance of 57.68 feet to a 3/8 inch iron rod found;
2. South 89°58'48" West a distance of 620.81 feet to a 1/2 inch iron rod found in the east line of said Royal Oaks Loop, for the southwest corner of said 0.5 acre tract and the northwest corner of said 10.893 acre tract;

THENCE along the east line of said Royal Oaks Loop, the following 3 courses:

1. North 07°32'40" West a distance of 454.98 feet along the west line of said 0.5 acre tract to a 1/2 inch iron rod set for the north corner of said 0.5 acre tract, for a corner of said 60.672 acre tract, and a corner of said Royal Oaks Loop, and from which an 8 inch cedar fence corner post found bears South 84°05'06" East a distance of 4.16 feet and a 1/2 inch iron rod found bears South 41°14'44" East a distance of 10.44 feet;
2. North 31°34'40" West a distance of 416.00 feet along the southwest line of said 60.672 acre tract to a 1/2 inch iron rod found;
3. North 05°53'01" East a distance of 788.66 feet crossing said 60.672 acre tract to the POINT OF BEGINNING

**Save and except** therefrom that portion which is out of Outlot 361 and Outlot 362, as shown on the map or plat of the Original Town of Fredericksburg and Environs of the German Emigration Company and being that 7.76 acre tract described in Volume 95, Page 668 of the Deed Records of Gillespie County, Texas.


UNPLATTED ARMORY ROAD SUBDIVISION
ARMORY ROAD
ROYAL OAKS LOOP
10.000 ACRES
8
7
6.482 ACRES
10.038 ACRES
9
6
6.442 ACRES
5
6.407 ACRES
10.000 ACRES
10
4
6.376 ACRES
6.213 ACRES
11
3
6.675 ACRES
UNNUMBERED OUTLOT STRIP
NOT SUBJECT TO RESTRICTIONS
3.677 ACRES
3.680 ACRES
TRACTS TO BE PLATTED
U.S. HIGHWAY 290
EXHIBIT "B"

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
October 31, 2017 03:48:12 PM
FEE: $72.00 CCHEESEMAN **20175408**
DCC




DKBC II LLC TO THE PUBLIC

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARMORY ROAD SUBDIVISION

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

WHEREAS, DKBC II LLC, as Declarant, did impress upon the following described real property certain covenants, conditions and restrictions which are more particularly described in the Declaration of Covenants, Conditions and Restrictions of Armory Road Subdivision dated October 17, 2017 and recorded under Instrument No. 20175408, Official Public Records of Gillespie County, Texas, (herein "Declaration"); and

WHEREAS, the property which is subject to the Declaration is more particularly described as follows:

> BEING situated in Gillespie County, Texas, and more particularly described by metes and bounds on **Exhibit "A"** attached hereto and made a part hereof for all pertinent purposes, **save and except** therefrom that portion which is out of Outlot 361 and Outlot 362, as shown on the map or plat of the Original Town of Fredericksburg and Environs of the German Emigration Company.

WHEREAS, DKBC II LLC (herein "DKBC") and Gary Brunner and Sharon Brunner and Bryan Bierschwale and Carrie Bierschwale (herein "Grantees of DKBC") are the owners of all of the real property that is subject to the Declaration; and

WHEREAS, DKBC and the Grantees of DKBC are desirous of amending the Declaration.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration and the mutual covenants and agreements contained herein, the Declaration is amended by an addition to the Declaration and the following restrictive covenants are incorporated into the Declaration:

ARTICLE III., RESTRICTIVE COVENANTS, Section 4. Exceptions

Notwithstanding any contrary Restrictive Covenant of Article III, the following commercial uses shall be permitted upon Tract No. 7, which Tract is depicted on **Exhibit "B"** attached hereto and incorporated herein by reference. An Owner may construct, operate and maintain a public storage facility business upon Tract No. 7. Storage units shall be completely enclosed and shall have doors which will conceal the contents within the unit. In addition to the public storage facility business, an Owner may have an office associated with the public storage business upon the Tract.

Other than the amendments made herein, the Declaration shall not be modified and shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties subscribing hereto, and their heirs, successors and assigns.

SIGNED this the 6th day of FEBRUARY, 2019.

DKBC II LLC

By: _____
DALE CRENWELGE, Member

By: _____
KASH MORROW, Member

By: _____
BRYAN BIERSCHWALE, Member

By: _____
CARROLL J. BRYLA, Member

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 22nd day of February, 2019, by DALE CRENWELGE, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

ELGINIA HOHMANN
Notary Public, State of Texas
Comm. Expires 07-24-2022
Notary ID 585751-1

Elginia Hohmann
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 20th day of FEBRUARY 2019, by KASH MORROW, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

Carroll J. Bryla
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
Comm. Expires 01-02-2021
Notary ID 731802-0

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 14th day of February, 2019, by BRYAN BIERSCHWALE, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

JANIE D REEH
COMM. EXPIRES 8-15-2022
NOTARY ID 13168321-2

Janie D Reeh
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 21st day of February, 2019, by CARROLL J. BRYLA, Member of DKBC II LLC, a Texas limited liability company, on behalf of said company.

Elginia Hohmann
Notary Public, State of Texas

ELGINIA HOHMANN
Notary Public, State of Texas
Comm. Expires 07-24-2022
Notary ID 585751-1

GARY BRUNNER

SHARON BRUNNER

STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 12th day of February 2019, by GARY BRUNNER and wife, SHARON BRUNNER.

William Motloch

Notary Public, State of Texas

WILLIAM MOTLOCH
Notary Public, State of Texas
Notary ID # 13109658-9
My Commission Expires
April 20, 2021

Bryan Bierschwale
BRYAN BIERSCHWALE

Carrie Bierschwale
CARRIE BIERSCHWALE

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 14th day of February 2019, by BRYAN BIERSCHWALE and wife, CARRIE BIERSCHWALE.

JANIE D REEH
COMM. EXPIRES 8-15-2022
NOTARY ID 13168321-2

Janie D. Reeh
Notary Public, State of Texas

SEARCHERS
LAND SURVEYING, LLC
MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966
P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 63.612 acres of land out of Outlot Nos. ~~361, 362,~~ 363, 370, 371, 374, 375, 376, 377, 378, and unnumbered Outlot strips, and Block VIII all as shown on the map of the Original Town of Fredericksburg and Environs, in Gillespie County, Texas and ~~being all of that certain 7.76 acre tract described in Volume 95, Page 668 of the Deed Records of Gillespie County, Texas~~, all of that certain 0.5 acre tract described in Volume 96, Page 500 of said Deed Records, all of that certain 0.23 acre tract described in Volume 78, Page 242 of said Deed Records, and a portion of that certain 60.672 acre tract described in Volume 62, Page 88 of said Deed Records; Said 71.372 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in June 2017:

BEGINNING at a cotton spindle found in a fence corner post in the south line of Armory Road, the north line of said 60.672 acre tract, and the east line of Royal Oaks Loop as established in Volume 7, Page 235 of the County Road Minutes of Gillespie County, Texas, for the northwest corner hereof, and from which a 1/2 inch iron rod found bears South 63°51'00" West a distance of 0.93 feet and a 1/2 inch iron rod found bears South 80°02'46" West a distance of 51.86 feet;

THENCE along the south and west lines of said Armory Road and the north and east lines of said 60.672 acre tract, the following 3 courses:

1. South 87°46'00" East, at a distance of 990.74 feet pass a 1/2 inch iron rod set for the northwest corner of that certain 0.23 acre tract described in Volume 78, Page 242 of said Deed Records, at a distance of 1090.74 feet pass a 1/2 inch iron rod set for the northeast corner of said 0.23 acre tract, and continue in all a total distance of 1776.25 feet to an 8 inch cedar fence corner post found;
2. South 44°40'05" East a distance of 58.46 feet to an 8 inch cedar fence corner post found;
3. South 00°17'17" East a distance of 1473.11 feet to a calculated point in the north line of that certain 1 acre tract described in Volume 72, Page 228 of said Deed Records, for the southeast corner of said 60.672 acre tract and a corner of said

EXHIBIT "A"

Armory Road, and from which a 6 inch pine fence corner post found bears North 43°05'16" East a distance of 1.16 feet and a 2 inch pipe gate post found bears North 00°28'07" West a distance of 19.14 feet;

THENCE South 89°38'43" West a distance of 617.54 feet along the south line of said 60.672 acre tract, the north line of said 1 acre tract, the north line of that certain tract described in Volume 65, Page 15 of said Deed Records, the north line of that certain 0.99 acre tract described in Volume 349, Page 403 of the Real Property Records of Gillespie County, Texas, and the north line of that certain 2 acre tract described in Volume 95, Page 542 of said Deed Records to a 1/2 inch iron rod found for the northwest corner of said 2 acre tract and the northeast corner of said 7.76 acre tract;

THENCE South 18°47'41" East a distance of 443.52 feet along the east line of said 7.76 acre tract and the west line of said 2 acre tract to a 1/2 inch iron rod found in the north line of U.S. Highway 290, for the southeast corner of said 7.76 acre tract and the southwest corner of said 2 acre tract, and from which a TXDOT concrete monument found bears North 70°11'33" East a distance of 3933.01 feet;

THENCE South 70°11'33" West a distance of 1002.21 feet along the south line of said 7.76 acre tract and the north line of said U.S. Highway 290 to a calculated point for the southwest corner of said 7.76 acre tract and the southeast corner of that certain 10.893 acre tract described in Volume 389, Page 219 of said Real Property Records, and from which a 2 inch pipe fence corner post found bears North 29°11'38" East a distance of 1.21 feet and a TXDOT concrete monument found bears South 70°11'33" West a distance of 998.45 feet;

THENCE along the southeast line of said 10.893 acre tract and the northwest line of said 7.76 acre tract, the following 2 courses:

1. North 33°34'57" East a distance of 655.81 feet to a t-post found in the remains of an old fence;
2. North 26°44'50" East a distance of 236.92 feet to a 1/2 inch iron rod found in the south line of said 60.672 acre tract, for the northwest corner of said 7.76 acre tract and the northeast corner of said 10.893 acre tract;

THENCE along the north line of said 10.893 acre tract, the south line of said 60.672 acre tract, and the south line of said 0.5 acre tract, the following 2 courses:

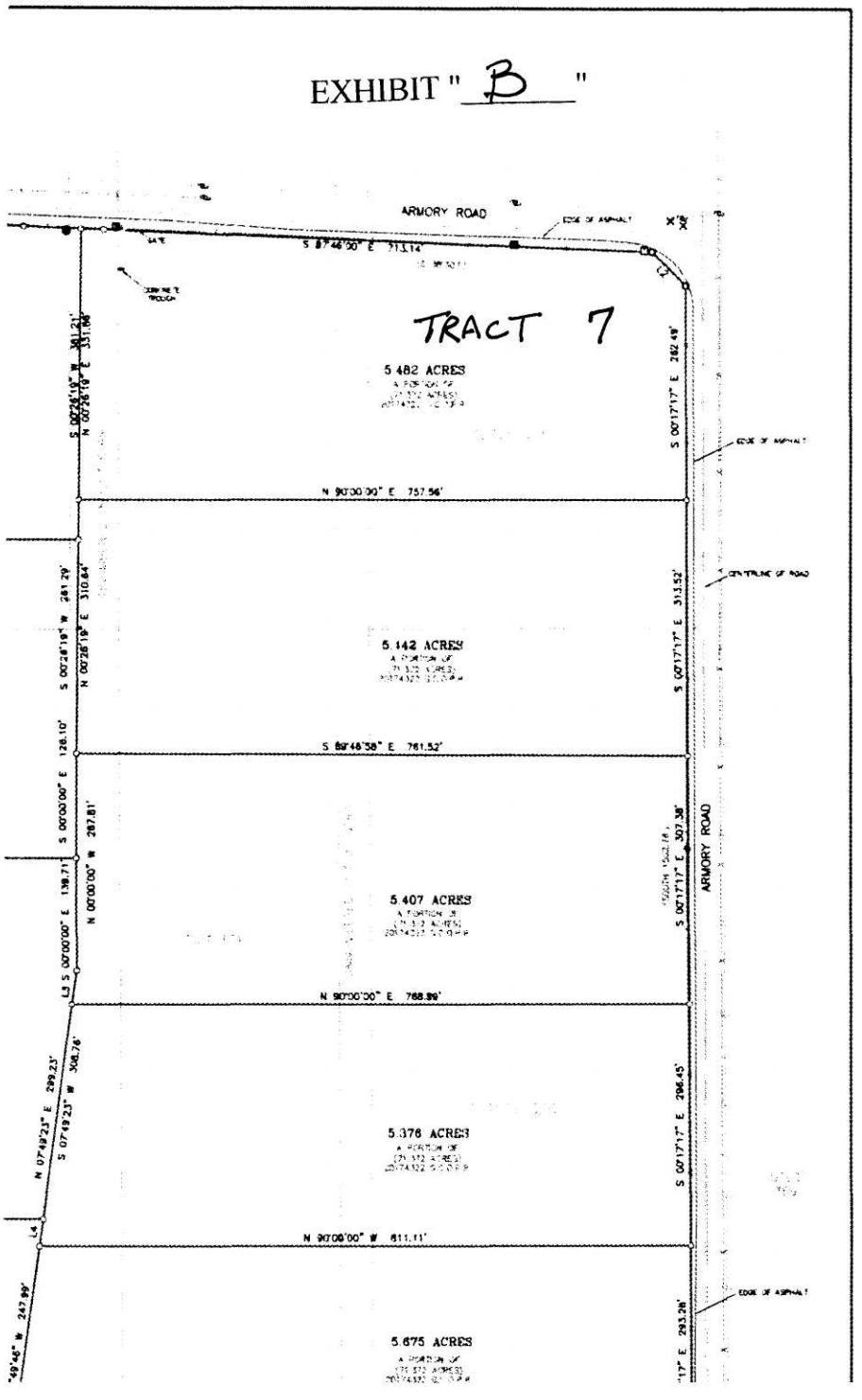
1. South 89°32'03" West a distance of 57.68 feet to a 3/8 inch iron rod found;
2. South 89°58'48" West a distance of 620.81 feet to a 1/2 inch iron rod found in the east line of said Royal Oaks Loop, for the southwest corner of said 0.5 acre tract and the northwest corner of said 10.893 acre tract;

THENCE along the east line of said Royal Oaks Loop, the following 3 courses:

1. North 07°32'40" West a distance of 454.98 feet along the west line of said 0.5 acre tract to a 1/2 inch iron rod set for the north corner of said 0.5 acre tract, for a corner of said 60.672 acre tract, and a corner of said Royal Oaks Loop, and from which an 8 inch cedar fence corner post found bears South 84°05'06" East a distance of 4.16 feet and a 1/2 inch iron rod found bears South 41°14'44" East a distance of 10.44 feet;
2. North 31°34'40" West a distance of 416.00 feet along the southwest line of said 60.672 acre tract to a 1/2 inch iron rod found;
3. North 05°53'01" East a distance of 788.66 feet crossing said 60.672 acre tract to the POINT OF BEGINNING.

**Save and except** therefrom that portion which is out of Outlot 361 and Outlot 362, as shown on the map or plat of the Original Town of Fredericksburg and Environs of the German Emigration Company and being that 7.76 acre tract described in Volume 95, Page 668 of the Deed Records of Gillespie County, Texas.

EXHIBIT "B"


ARMORY ROAD
EDGE OF ASPHALT
S 89°46'50" E 913.14'
TRACT 7
5.482 ACRES
S 00°17'17" E 282.49'
N 90°00'00" E 757.56'
5.142 ACRES
S 00°17'17" E 313.52'
S 89°46'58" E 761.52'
5.407 ACRES
S 00°17'17" E 307.38'
ARMORY ROAD
N 90°00'00" E 768.89'
5.376 ACRES
S 00°17'17" E 296.45'
N 90°00'00" W 811.11'
5.675 ACRES
EDGE OF ASPHALT

EST

**FILED AND RECORDED**
**OFFICIAL PUBLIC RECORDS**

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
February 22, 2019 02:56:58 PM
FEE: $52.00 LMOOSE **20190861**
1STAMENDRES

CJB/emh/REAL ESTATE/restrictions

20202527




20202527

DKBC II LLC TO THE PUBLIC

SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARMORY ROAD SUBDIVISION

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

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Armory Road Subdivision (herein "Declaration"), is recorded in instrument recorded under Clerk's File No. 20175408 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, the First Amendment of Declaration of Covenants, Conditions and Restrictions of Armory Road Subdivision (hereinafter "Amendment") is recorded in instrument recorded under File No. 20190861 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, DKBC II LLC, a Texas Limited Liability company, is the Declarant under the Declaration; and

WHEREAS, pursuant to ARTICLE VIII, AMENDMENT, of the Declarations, Declarant has reserved to itself, in Declarant's sole discretion without any joinder or consent of any other party, the right to amend the Declaration for the purpose of correcting any error, ambiguity, or inconsistency appearing therein or any reason whatsoever deemed necessary for the benefit of the overall development. Declarant determines that the Amendments contained herein, are necessary to correct errors, ambiguities, or inconsistencies or for the benefit of the overall development of the subdivision;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of

CJB/emh/REAL ESTATE/restrictions

Armory Road Subdivision are amended as follows:

AMENDMENT NO. 1

ARTICLE III., Section 3. Use Restrictions, is amended to add the following new paragraph to ARTICLE III., Section 3, which shall be incorporated into and become a part of the Declaration and which shall be as follows:

(1) (a) The storing, housing, sheltering and parking of ¾ ton vehicles, mechanical equipment and trailers used in a trade or business shall not constitute a commercial use. All mechanical equipment and trailers used in the trade or business shall be stored, parked and/or housed to the rear of the single family dwelling.

The amendment herein shall be effective from and after the date that it is duly filed in the Official Public Records, Gillespie County, Texas.

The amendments herein and restrictions created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Armory Road Subdivision.

In all other respects, the provisions of the Declaration of Covenants, Conditions and Restrictions of Armory Road Subdivision as amended shall continue in full force and effect as written without change.

EXECUTED this the 7 day of May, 2020.

DKBC II LLC

By: Carroll Bryl
Printed
Name: CARROLL J. BRYL
Title: Manager

CJB/emh/REAL ESTATE/restrictions

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 7 day of May, 2020, by _____, Manager of DKBC II LLC, a Texas limited liability company, on behalf of said company.

Carolyn Weidenfeller
Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
Comm. Expires 03-12-2024
Notary ID 261517-4

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
May 08, 2020 03:31:05 PM
FEE: $34.00 LMOOSE **20202527**
DCC