219-1054

7 pgs
DCC

20195422

BARTREI, LLC TO THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BEGINNING

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

THAT, BARTREI, LLC, being the sole owner of that 11.7 acres of land, more or less, situated in Gillespie County, Texas, described by metes and bounds on Exhibit "A", attached hereto and made a part hereof, does hereby subdivide said property into THE BEGINNING, an Addition in Fredericksburg, Gillespie County, Texas as shown by the map or plat thereof found of record in 6/19/12, of the Plat Records of Gillespie County, Texas, for the purpose of selling lots and tracts of land with reference thereto and for all other purposes; and does hereby dedicate to the City of Fredericksburg, Texas, for public use forever, the streets, alleys, water courses, drains, easements and public places shown on said plat to be used as public thoroughfares and for the installation and maintenance of any and all public utilities which said City or other entity may elect to install and maintain, or permit to be installed and maintained, said dedications being subject to the following restrictive and protective covenants.

The undersigned owner does hereby adopt the following restrictions, protective covenants and conditions which are to run with the land (said 11.7 acres tract) and shall be binding upon and inure to the benefit of all parties and all persons claiming under them until January 1st, 2038, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive periods of ten (10) years unless 75% of the then owners of the lots in said Addition (the owners of each lot will have one vote whether or not the lots are owned by more than one

person) shall execute an instrument waiving or amending the restrictions, protective covenants or conditions. No amendment shall be effective until recorded in the Real Property Records of Gillespie County, Texas or until the approval of any governmental regulatory body which is required shall be obtained.

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

2. No dwelling house shall be constructed upon any lot in this Subdivision, which contains less than 1200 or more than 1700 square feet of living area, exclusive of garages, carports, and porches, and all dwelling houses shall have masonry construction of rock, smartboard, cement board or stucco veneer (or a combination thereof), covering not less than 80% of the exterior wall area. No brick shall be allowed. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables.

3. Only new construction materials (except for used stone) shall by used in construction of any structure situated on a lot.

4. No swine, horses, goats, sheep, cattle, poultry or reptiles shall be kept upon any lot or portions thereof. No other animals that are noxious or offensive shall be kept upon any lot or portions thereof.

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

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

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

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

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

10. No fence, wall or hedge shrub, which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within a triangular area formed by the street property lines and a line connecting them at points

25 feet from the intersection of the street lines. All fences shall be constructed of new material (except for used stone).

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

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales period. The developer may erect a sign of larger size in conformance with city ordinance to advertise the development as long as there remains any unsold lots in the development.

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

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

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

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

17. No residence shall be occupied until construction of the interior and exterior of the residence is completed and a certificate of occupancy is issued by the City of Fredericksburg.

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

19. Each owner of a lot in the subdivision shall keep said property clean and neat in appearance and free of litter at all times, including the mowing of grass and weeds which shall enhance the beauty of the subdivision and not as a fire protection measure.

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

21. All residences shall include a two (2) car garage that shall be erected simultaneously with erecting the residence and shall be constructed in accordance with all these restrictions. All garages shall have masonry construction of rock, smart board, cement board or stucco veneer (or a combination thereof), covering not less than 80% of the exterior wall area.

The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors, or gables.

22. No carports shall be placed, erected, installed or maintained on the property.

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

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

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

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

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

28. Lots shall be subject to easements.

29. Lots may not be replatted to create larger lots.

30. Driveways must be at least 17 feet wide and constructed of concrete or pavers

31. Lot, Lawns and Plantings. Each owner shall keep all 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 sodded, seeded or planted in other ground cover within six (6) months of completion of the residence.

    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.

32. Architectural Control Committee:

    A. Consists solely of the Developers.

B. 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, the Architectural Control Committee shall have full authority to control all construction, development and improvement activities of any kind within the Subdivision, and to insure that all such activities are property conducted in accordance with and in good workman-like manner, and in accordance with standard industry trade practices. Farmhouse and Craftsman style architectural designs are encouraged. No geodesic, A-frame, log homes, or free-style architectural designs shall be permitted. All homes shall have a covered front porch large enough to accommodate two chairs. Acceptable paint colors are neutral, traditional soft palates consistent with the farmhouse or craftsman style. No extreme or bold colors are permitted. All homes will have a front concrete sidewalk in compliance with the City of Fredericksburg requirements.

Owners are required to submit preliminary or conceptual plans and specifications of front elevation (and side for corner lots), materials, and the positioning of the home upon the lot to the Architectural Control Committee for review, comment, and written approval prior to commencement of any construction.

C. Architectural Control Committee shall be final, conclusive and binding upon the applicant.

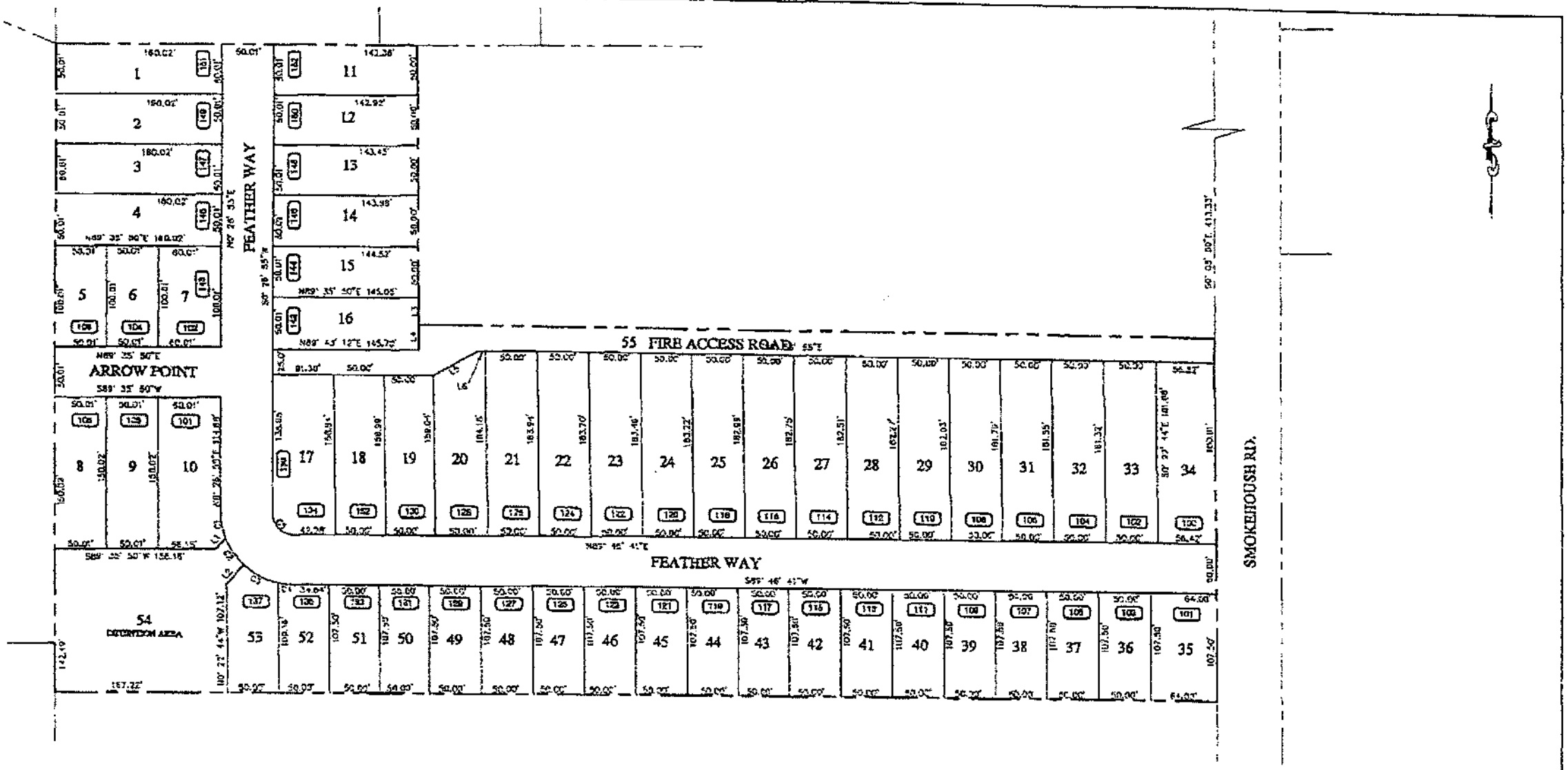
D. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential improvements.

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

If the undersigned or it assigns shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the Addition may prosecute any proceeding at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

EXECUTED this 23 day of September, 2019



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	13.45'	N39°42'38"E
L2	25.96'	N39°42'38"E
L3	26.63'	N0°09'46"W
L4	28.46'	N0°22'44"W
L5	50.73'	N90°03'05"E
L6	5.86'	S89°36'05"E

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	25.58'	70.00'	20°56'15"	S10° 01' 15"E	25.56'
C2	31.62'	70.00'	25°52'40"	S33° 25' 44"E	31.62'
C3	38.29'	70.00'	31°20'23"	S63° 02' 15"E	38.29'
C4	15.29'	70.00'	12°30'52"	S83° 57' 53"E	15.29'
C5	31.65'	20.00'	90°40'14"	S44° 53' 12"E	31.65'

THE BEGINNING SUBDIVISION

11.70 ACRES, SUBDIVISION LOTS 25-18 & 28-58, VOLUME 2 PAGE 156 AND VOLUME 2 PAGE 171, PLAT RECORDS, GILLESPIE COUNTY, TEXAS

BARTRH PROPERTIES LLC — OWNER
CONTACT: KENNETH YRIBE
605 W. SCHUBERT STREET
FREDERICKSBURG, TX 78624
(830) 869-0070

VEI CONSULTING ENGINEERS — ENGINEER
CONTACT: KEVIN W. SPRADLIN
507-D E. HIGHWAY 87, FREDERICKSBURG, TX 78624
(830)997-4744
FAX (830) 997-8957

FILE NO: 18005

BarTrei, LLC

Mildred C Bartel

Mildred C Bartel
Secretary

This document was acknowledged before me on October 15, 2019 by Mildred C. Bartel, Secretary of BarTrei, LLC.

Notary Public in and for the State of Texas.

LAURA SUZANNE TERRELL
Notary ID #131254783
My Commission Expires
August 22, 2021

M Nicole Bartel

Megan N. Bartel
Treasurer

This document was acknowledged before me on October 15, 2019 by Megan N. Bartel, Treasurer of BarTrei, LLC.

Notary Public in and for the State of Texas.

LAURA SUZANNE TERRELL
Notary ID #131254783
My Commission Expires
August 22, 2021

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche County Clerk
Gillespie County Texas
October 17 2019 03:56:52 PM
FEE: 50.00 LSUTTLE 20195422
DCC

Mrs.Wm.Wunderlich to Central Power and Light Company.

EASEMENT AND RIGHT-OF-WAY.

THE STATE OF TEXAS)
County of Gillespie) KNOW ALL MEN BY THESE PRESENTS: That I (we) Mrs.Wm.Wunderlich feme sole, of the County of Gillespie, and State of Texas, for, and in consideration of the sum of Two dollars & fifty cents, ($2 50) Dollars, to me (us) in hand paid by CENTRAL POWER AND LIGHT COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Massachusetts, and having a permit to do business in the State of Texas, the receipt of which is hereby acknowledged and confessed, have this day GRANTED, SOLD and CONVEYED, and by these presents GRANT, SELL and CONVEY unto the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, an easement or right of way for an electric transmission line, consisting of variable numbers of wires, and all necessary and desirable attachments and appurtenances, including poles made of wood, metal or other materials, telephone and telegraph wires, props, guys and anchorages, at or near the location and along the general course now located and staked out by said CENTRAL POWER AND LIGHT COMPANY, over, across and upon the following described lands now owned by me (us); located in the County of Gillespie and State of Texas, to-wit: Being 16 acres of land more or less out of 10-acre lots Nos. 180 and 184, deeded to Mrs.Wm.Wunderlich by Adam A.May, et.ux. by deed dated April 5, 1911, and recorded in the deed records of Gillespie County, Texas, in volume 16 pages 381 and 382. The location and general course of said transmission line being approximately as follows: Entering the property at a point on the E.line S.45' along said E.line from the Northeast corner, THENCE, N.70 degrees 30'W.126' across this property and leaving the property at a point on the N.line W.119' along said N.line from the Northeast corner. Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said line, poles, wires and appurtenances; the right to relocate along the same general direction of said line; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the safety or efficiency of said line, or its appurtenances; and the right to exercise all other rights hereby granted. TO HAVE AND TO HOLD the above described rights, easement and rights of way unto the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, until said line shall be abandoned and removed. Not more than No (0) poles and No (0) guys shall be erected along the course of said line upon the above described land unless the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, shall pay to me (us), my (our), heirs or legal representatives, at the rate of Two & 50 ($ 50/100) Dollars for each pole or guy erected in excess of said number; and upon such payment the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, shall have the right, and the right is hereby granted, to erect poles along said course in excess of said number. And I (we) do hereby bind myself (ourselves), my (our), heirs and legal representatives, to WARRANT and FOREVER DEFEND all and singular the above described rights, easement and rights of way unto the

said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. IN TESTIMONY WHEREOF, witness my (our) hand(s) on this the 29th day of July A.D.1929

Eugene T.Althaus
Right of Way and Claim Agent
Central Power and Light Company

Mrs.Wm.Wunderlich

THE STATE OF TEXAS)

County of Gillespie) BEFORE ME, the undersigned authority on this day personally appeared Mrs.Wm. Wunderlich known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of July A.D.1929

(Seal)

Eugene T.Althaus
Notary Public in and for Gillespie County, Texas.

Filed in my office for record the 4th day of June, A.D.1930, at 9:51 o'clock A.M. and duly recorded the 10th day of June, A.D.1930, at 2:20 o'clock P.M. in Vol.41 on pages 534 and 535.

Albert E. Klett, Clk.Co.Ct.Gillespie County, Texas.

HUGO KALLENBERG, ET UX TO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

EASEMENT

THE STATE OF TEXAS,
County of Gillespie | KNOW ALL MEN BY THESE PRESENTS:

That the undersigned for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas, and more particularly described as follows: A tract of land located approximately 2 miles West from the town of Fredericksburg; and bounded on the north by land owned by: Salinas; on the south (Show direction above) by land owned by: Street; on the east by land owned by: Street - ; and on the west by land owned by: Lon Simon; and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances. In granting this easement is is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction. (This easement granted with the following restrictions: That present existing 7200 volt 3Ø phase line across property to be relocated after completion of transmission line.) It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine. IN WITNESS WHEREOF, the

undersigned has set his hand and seal this 10th day of November, 1952.

Sealed and delivered
in the presence of :
R. T. Laurence

Hugo Kallenberg L.S.
Olga Kallenberg L.S.

THE STATE OF TEXAS,)
County of Gillespie)

BEFORE ME, Ralph A Swanson, a Notary Public in and for Gillespie County, Texas, on this day personally appeared R. T. Laurence, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after bein duely sworn by me stated on oath that he saw Hugo Kallenberg and Olga Kallenberg, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of November 1952

(Seal)

Ralph A Swanson
Notary Public Gillespie County, Texas

Filed for record in my office the 2nd. day of June A. D. 1954 at 3:05 o'clock P.M. and duly recorded the 7th. day of June A. D. 1954 at 4:05 o'clock P.M. in Vol. 72, Pages 212-213.

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

WILBERT SEIPP TO THE SOUTHWESTERN STATES TELEPHONE COMPANY

EASEMENT AND RIGHT OF WAY

VOL 90 PAGE 458

FORM 52-102

THE STATE OF Texas

COUNTY OF Gillespie

EXCHANGE Fredericksburg

KNOW ALL MEN BY THESE PRESENTS:

ORDER NO. 8

That Wilbert Seipp

of the County of Gillespie and State aforesaid, for and in consideration of the sum of One Dollars ($ 1.00) to Wilbert Seipp in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 10 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cables Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Cert. No. or Sec. #	Abs # or Lot #	Survey #	Orig. Grantee	Acres
		183	Herman Eng. Co.	10
		184	" " "	10
		191	" " "	5
		192	" " "	5

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

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

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

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

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

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

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

WITNESS my hand this 21st day of June, 1966

Wilbert Seipp

_____

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

VOL. 90 PAGE 453

THE STATE OF Texas

County of Gillespie

BEFORE ME, the undersigned authority, on this day personally appeared Wilbert Seiffe

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of June, A. D. 1966

Hugo J. Henke

HUGO J. HENKE
Notary Public Notary Public Gillespie County, Texas
Commission Expires June 1, 1967

Filed for record in my office the 5th day of October A.D. 1966 at 9:47 o'clock A. M. and duly recorded the 6th day of October A.D. 1966 at 9:20 o'clock A. M. in Volume 90, pages 452-453.

Julie Scheuvont, Clk. Co. Ct., Gillespie County, Texas.

2 pgs
EMODREL

20206481

The Beginning SUBDIVISION

Work Order # GENERAL

Central Texas Electric Co-op

386 Friendship Lane • P.O. Box 553 • Fredericksburg, Texas 78624-0553

EASEMENT MODIFICATION

THE STATE OF TEXAS §

COUNTY OF Gillespie §

KNOW ALL MEN BY THESE PRESENTS:

That CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a Texas corporation, whose address is P.O. BOX 553, Fredericksburg, Texas 78624-0553, and its successors and assigns, hereby modifies the EASEMENT for the right to enter upon the lands detailed below, situated in Gillespie County, Texas, more particularly described as follows:

The Beginning SUBDIVISION

recorded on the plat in Gillespie County Official Public Records

document number 2019010024.

This EASEMENT is modified as follows:

Grantors hereby dedicate perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface, or underground, along and within five (5) feet of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of the subdivision, and five (5) feet along the other boundaries of all streets, boulevards, lanes, and roads, where property lines of individual lots and/or tracts are deeded to the center line of said avenues and with the authority to place, construct, operate, maintain, relocate and replace thereon an electric distribution line or system. The easement rights herein granted include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement areas of each lot and/or tracts and all improvements within it shall be maintained by the owner of the lot except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including but not limited to the free right to ingress to, and egress from said right-of-way and easement, and the right from time to time to cut and trim trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The developer and/or landowner shall be responsible for removal of any or all limbs, debris, branches or brush that must be cut in order to clear the right-of-way for new construction or maintenance of any lines constructed on the property.

SIGNED this 26 day of October, 20 20

CENTRAL TEXAS ELECTRIC COOPERATIVE INC.

Signature

D. M. Elmore

Printed Name & Title

The Beginning SUBDIVISION

Work Order # GENERAL

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me, the undersigned authority, on this the 26 day of October, 20 20, by D.M. Elmore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that they executed the same in their authorized capacity, and, that by their signature on the instrument, the entity upon behalf of which they acted, executed the instrument.

[seal]

NOTARY PUBLIC STATE OF TEXAS
CANDI STAHL
Notary Public, State of Texas
My Commission expires
January 21, 2021
ID # 12517377-4

Candi Stahl
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

GILLESPIE COUNTY TEXAS 1846

Mary Lynn Rusche, County Clerk
Gillespie County Texas
October 27, 2020 02:20:14 PM
FEE: $30.00 LMOOSE **20206481**
EMODREL

NOTES:
1. BASIS OF BEARING WAS ESTABLISHED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.
2. SIGHT VISIBILITY RESTRICTION: NO STRUCTURE, OBJECT, OR PLANT OF ANY TYPE MAY OBSTRUCT VISION FROM A HEIGHT OF TWENTY-FOUR (24) INCHES TO A HEIGHT OF TEN (10) FEET ABOVE THE TOP OF THE CURB, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, WALLS, SIGNS, TREES, SHRUBS, CARS, TRUCKS, ETC., IN THE SIGHT VISIBILITY EASEMENT AS SHOWN ON THE PLAT. THESE SIGHT VISIBILITY EASEMENTS WILL REMAIN IN EFFECT UNTIL VACATED BY ORDINANCE ADOPTED BY THE CITY COUNCIL AND THE PROPERTY REPLATTED

REFERENCES
VOL. 2, PG 159, PLAT RECORDS
VOL. 2, PG 172, PLAT RECORDS
VOL. 41, PGS 534-535, DEED RECORDS, RIGHT OF WAY EASEMENT TO CENTRAL POWER & LIGHT COMPANY ALONG TRANSMISSION LINE (UNDEFINED WIDTH)
VOL. 72, PGS 312-313, DEED RECORDS, DRAINAGE EASEMENT
VOL. 90, PGS 452-453, DEED RECORDS, UNDERGROUND TELEPHONE EASEMENT
VOL. 192, PGS 111-112, DEED RECORDS, 20' RIGHT OF WAY EASEMENT TO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC. ALONG POWER LINES
VOL. 555, PGS 963-970 OFFICIAL PUBLIC RECORDS - RESTRICTIONS

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY THE METES AND BOUNDS AS DRAWN IN VOL/PG OR DOCUMENT NUMBER #2019/#2019047 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FREE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, PARKS, AND TRAILS, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, FLOODWAYS, WATER MAINS, WASTEWATER MAINS AND OTHER UTILITIES, AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE PLATTING ORDINANCES, RULES, AND REGULATIONS THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED

OWNER'S SIGNATURE: Kenneth Treibs
OWNER'S PRINTED NAME: Kenneth Treibs
DATE SIGNED: Sep 5, 2019

STATE OF Texas §
COUNTY OF Gillespie §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE ABOVE-NAMED PERSON, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5 DAY OF Sep 2019

Gwen Wills
NOTARY PUBLIC'S SIGNATURE

GWEN WILLS
NOTARY PUBLIC
STATE OF TEXAS
Notary ID# 128880492
My Comm. Exp. Feb 13, 2020

CERTIFICATE OF FINAL PLAT APPROVAL

(FOR FINAL PLATS WITH REQUIRED PUBLIC IMPROVEMENTS INSTALLED AFTER APPROVAL)

APPROVED:
Robert L. Richard — 9/17/19
SIGNATURE OF CHAIRMAN, PLANNING AND ZONING COMMISSION, CITY OF FREDERICKSBURG, TEXAS — DATE

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF FREDERICKSBURG, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF [illegible] WAS SUBMITTED TO THE PLANNING AND ZONING COMMISSION ON THE 5th OF Sept. 2019, AND THE COMMISSION, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE FINAL PLAT AND HEREBY AUTHORIZES THE DEVELOPER TO PROCEED WITH THE CONSTRUCTION OF PUBLIC WORKS IMPROVEMENTS AND INFRASTRUCTURE AS INDICATED ON THE ACCOMPANYING CONSTRUCTION PLANS AND SAID COMMISSION FURTHER AUTHORIZES THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION TO NOTE THE ACCEPTANCE HEREOF BY SIGNING HIS/HER NAME AS HEREINABOVE SUBSCRIBED.

WITNESS MY HAND THIS THE 17th DAY OF September 2019

SIGNATURE OF CITY SECRETARY: [signature]

LIENHOLDER'S RATIFICATION OF PLAT DEDICATION

WHEREAS, ARROWHEAD BANK (COMPANY NAME), ACTING BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT(S) IS THE LIENHOLDER OF THE PROPERTY DESCRIBED HEREON, DOES HEREBY RATIFY ALL DEDICATIONS AND PROVISIONS OF THIS PLAT AS SHOWN.

LIENHOLDER'S SIGNATURE: [signature]
LIENHOLDER'S PRINTED NAME: Craig Reid
DATE SIGNED: 9-9-2019

STATE OF Texas §
COUNTY OF Gillespie §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE ABOVE-NAMED PERSON, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF September 2019

Chelsea Dennis
NOTARY PUBLIC'S SIGNATURE

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

[signature]
REGISTERED PROFESSIONAL SURVEYOR'S SIGNATURE
9-4-19
DATE SIGNED

STATE OF TEXAS
KEVIN W. SPRAGGINS
5173
REGISTERED PROFESSIONAL LAND SURVEYOR

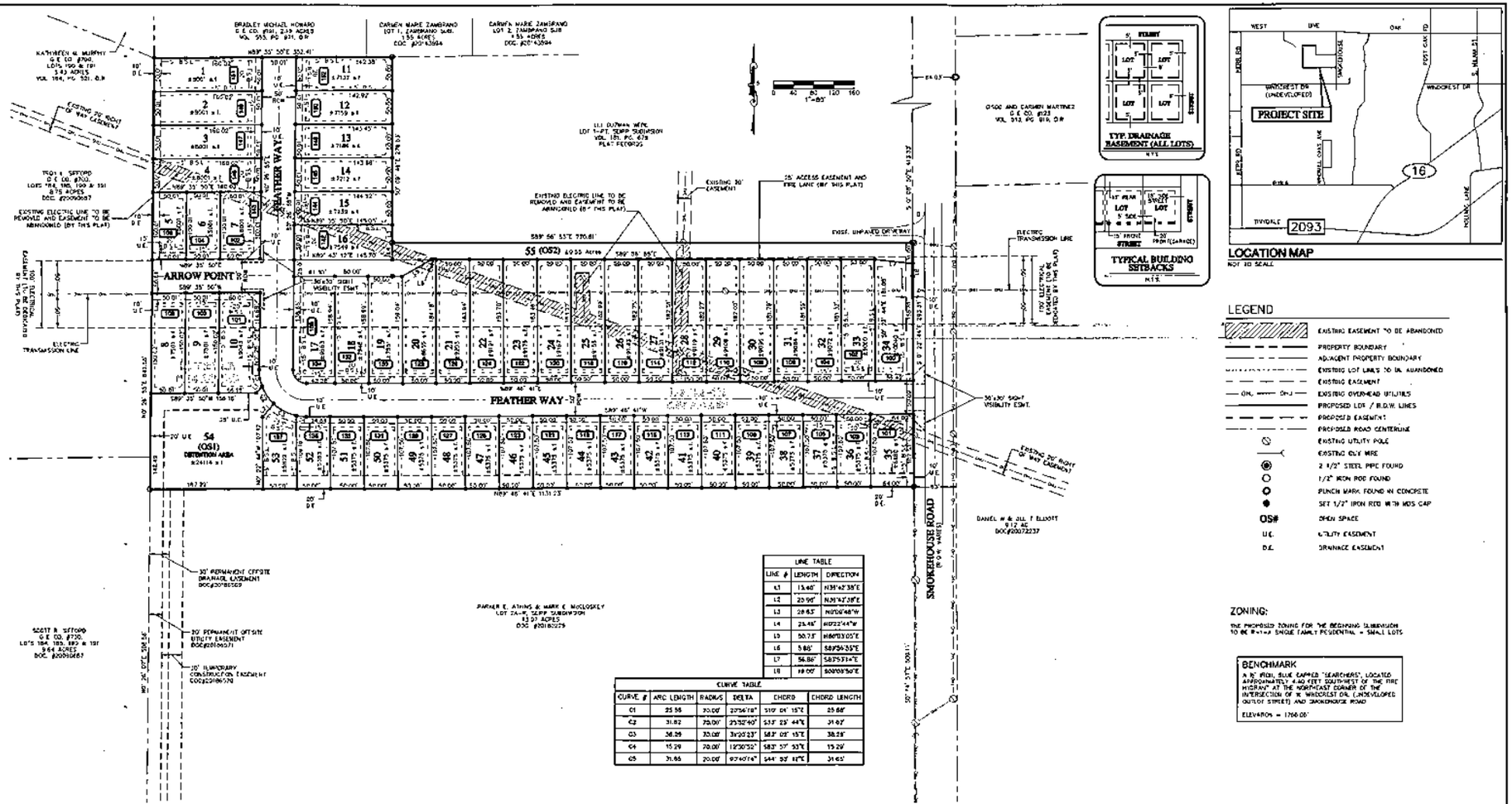
STATE OF TEXAS §
COUNTY OF Gillespie §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE ABOVE-NAMED PERSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 4 DAY OF Sep 2019

Gwen Wills
NOTARY PUBLIC'S SIGNATURE

GWEN WILLS
NOTARY PUBLIC
STATE OF TEXAS
Notary ID# 128880492
My Comm. Exp. Feb 13, 2020



LOCATION MAP
NOT TO SCALE

LEGEND

- EXISTING EASEMENT TO BE ABANDONED
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING LOT LINES TO BE ABANDONED
- EXISTING EASEMENT
- OHL / OHU — EXISTING OVERHEAD UTILITIES
- PROPOSED LOT / R.O.W. LINES
- PROPOSED EASEMENT
- PROPOSED ROAD CENTERLINE
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- 2 1/2" STEEL PIPE FOUND
- 1/2" IRON ROD FOUND
- PUNCH MARK FOUND IN CONCRETE
- SET 1/2" IRON ROD WITH MDS CAP
- OS# — OPEN SPACE
- U.E. — UTILITY EASEMENT
- D.E. — DRAINAGE EASEMENT

ZONING:

THE PROPOSED ZONING FOR THE BEGINNING SUBDIVISION TO BE R-1 - SINGLE FAMILY RESIDENTIAL - SMALL LOTS

BENCHMARK

A "X" CUT, BLUE CAPPED "SEARCHERS", LOCATED APPROXIMATELY 4.40 FEET SOUTH-WEST OF THE FIRE HYDRANT AT THE NORTHEAST CORNER OF THE INTERSECTION OF W. WINDCREST DR. (UNDEVELOPED OUTLOT STREET) AND SMOKEHOUSE ROAD

ELEVATION = 1766.08'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	13.46'	N38°42'38"E
L2	20.96'	N38°42'38"E
L3	28.63'	N05°08'48"W
L4	23.48'	N02°22'44"W
L5	50.73'	N86°03'05"E
L6	5.86'	S89°56'55"E
L7	56.86'	S87°57'14"E
L8	49.09'	S00°03'56"E

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	23.56'	30.00'	22°56'18"	S10° 04' 15"E	23.68'
C2	31.82'	70.00'	25°32'40"	S37° 23' 44"E	31.67'
C3	38.26'	30.00'	36°29'23"	S82° 02' 15"E	38.28'
C4	15.29'	70.00'	12°30'52"	S82° 57' 53"E	15.26'
C5	31.86'	20.00'	91°14'14"	S44° 33' 41"E	31.65'

EASEMENTS

GRANTORS HEREBY DEDICATE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND ALONG AND WITHIN TEN FEET (TE) OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREET, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN FEET (TE) ALONG THE OUTER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, DRIVES AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THE CENTER LINE OF SAID ARTERIALS AND TWENTY FEET (20) ALONG THE ENTIRE PERIMETER (BOUNDARY) OF SAID SUBDIVISION AND WITH THE AUTHORITY TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGE OF ANCHORING SUPPORTS, CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR GABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANIES IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO AND TO EGRESS FROM SAID RIGHT -OF-WAY AND EASEMENT, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATION. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

NOTES

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

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

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

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

5) MAINTENANCE OF LOTS 54 AND 55 AND THE RIGHT-OF-WAY DRAINAGE DITCH/SWALE ON THE WEST SIDE OF SMOKEHOUSE ROAD IMMEDIATELY ADJACENT TO THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OF THE SUBDIVISION AND/OR THE DEVELOPER. ACCESS SHALL BE GIVEN TO DEVELOPER OR AUTHORIZED PERSONS FOR ANY ADDITIONAL CONSTRUCTION, MAINTENANCE, OR REPAIR OF ANY STRUCTURE WITHIN LOT 55.

6) LOTS 54+55 ARE NOT INTENDED FOR RESIDENTIAL HOME CONSTRUCTION

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rieckie County Clerk
Gillespie County Texas
September 18 2019 10:36:48 PM
FEE: $60.00 LMCOOKE
2019010024

A
FINAL PLAT
FOR

THE BEGINNING SUBDIVISION

11.70 ACRES, SEPP SUBDIVISION LOTS 2B-1R & 2B-2R, VOLUME 2 PAGES 159, AND VOLUME 2 PAGES 172, PLAT RECORDS, GILLESPIE COUNTY, TEXAS

BARTREI PROPERTIES LLC — OWNER
CONTACT: KENNETH TREIBS
609 W. SCHUBERT STREET
FREDERICKSBURG, TX 78624
(830) 889-0070

M.D.S. LAND SURVEYING CO., INC. — SURVEYOR

VEI CONSULTING ENGINEERS — ENGINEER
ENGINEER CONTACT: KEVIN W. SPRAGGINS (830)997-4744
SURVEYOR CONTACT: JEFF BOERNER (830) 816-1848
507-D E. HIGHWAY ST. FREDERICKSBURG, TX 78624

DATE: 08/30/2019
FILE NO: 18003