CJB/lh/8/22/83/REA

TOWNCREEK TWO ADDITION, ET AL TO THE PUBLIC

VOL 155 PAGE 615

DEDICATION AND RESTRICTIONS

TOWNCREEK TWO ADDITION

Fredericksburg, Texas

WHEREAS the undersigned is the owner of all of the lots situated in Towncreek Two Addition, an Addition to the City of Fredericksburg, Gillespie County, Texas, according to the Plat of said Addition recorded in Volume 1, Page 91, Deed Records, Gillespie County, Texas;

AND WHEREAS the undersigned wishes to assure the orderly and uniform development of the above described property to be known as Towncreek Two Addition, an Addition to the City of Fredericksburg, Gillespie County, Texas.

NOW, THEREFORE, in order to carry out a general plan of development for the benefit of each and every purchaser of a lot in Towncreek Two Addition, the following restrictions upon the use of said property are hereby established; and the land known as Towncreek Two Addition and as more particularly platted into lots and blocks on the Plat referred to above and incorporated by reference herein is held and shall be conveyed subject to the restrictions, reservations, and covenants hereinafter set forth.

I.

DEDICATION OF STREETS AND EASEMENTS

The undersigned hereby dedicates to the public forever, for its use, the streets and easements shown on the Plat of Towncreek Two Addition, which Plat has heretofore been referred to and incorporated by reference herein. The dedication of streets and easements herein shall be perpetual and not subject to change or release as provided in Article IV, paragraph B, Duration.

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

II.

USE OF LAND

All lots in the Addition shall be restricted to one (1) family residential dwelling per lot. On said lots no building shall be erected, altered, placed, or permitted to remain on any such lot other than a single family dwelling, with at least a one (1) car garage or carport, and a storage building, situated behind the rearmost point of the residential dwelling,

VOL 155 PAGE 616

constructed of materials of the same or similar type as the residential dwelling. No residential lot covered under this paragraph and no residence located thereon shall ever be used for other than a single family residence or purposes incidental thereto.

III.

CONSTRUCTION REQUIREMENTS

A. The front or street facing exterior walls of any residential dwelling shall be a minimum of seventy-five per cent (75%) solid or veneered masonry or fixed glass. The minimum areas required are exclusive of porches and garages.

B. The roofing material utilized on the roof of any residential dwelling shall be composition roofing material or better. Metal roofs must be painted a wood tone color.

C. Every garage or carport shall be attached to the residence.

D. Only new construction materials (except for used bricks) shall be used in construction of any structures on a lot.

E. During the development of the Addition a temporary sales office may be permitted to remain on no more than one (1) lot of the Addition.

F. Any fences constructed shall be from new construction materials (except for used brick). Fences shall be limited to wood, masonry or chain link. No fence shall be erected beyond the front corner of the residential dwelling; with the exception that the undersigned or its respective successors or assigns may construct a boundary fence around the entire perimeter of the Addition.

G. No animal or animals other than domestic pets shall be allowed on any lot. Chickens, horses, swine, cattle, or other livestock shall not qualify as domestic pets.

H. The minimum setback building line from the front property line shall conform with the building lines specified on the recorded plat of the Addition.

I. No structure shall be permitted on any lot nearer than six (6) feet to any side property line. All residential structures shall contain not less than 1,000 square feet of floor area. Said minimum "floor area" shall be exclusive of porches, basements, garages, and attics.

J. No residence or structure of any character may be moved from any outside location to any lot of the Addition. The construction or maintenance of billboards, poster boards, or any other advertising structures of any kind on any part of any lot is prohibited except that one professional sign not more than five (5) square feet in size advertising property for sale or rent is permitted. In addition, signs used by builders or the developers of the Addition to advertise the property during the construction and development stages are permitted so long as said signs conform with existing municipal regulations.

K. Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways or lots over night, and no vehicle of any size which normally transports inflammatory chemicals or explosive cargo may be kept in the Addition at any time after development construction is completed.

L. No residence may be occupied until it is completed. Any residence started must be completed within 200 days after building permit is issued.

IV.

GENERAL PROVISIONS

A. Right to Enforce: The restrictions herein set forth are imposed upon each residential lot for the benefit of each and every other residential lot and shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and each and every purchaser acquiring any interest in any part of such land, and their heirs and assigns. All persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land. No restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or had an interest in said land or part thereof. The undersigned, its successors and assigns, and the owner or owners of any part of such land or any interest therein acting jointly or separately shall have the right to sue for and obtain an injunction preventing the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages; and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter; nor shall the failure to enforce such restrictions as to any one or more residential lots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other residential lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions, or restrictions give rise to any cause of action against them by any other person.

B. Duration: All of the restrictions and covenants herein set forth shall continue and be binding upon the undersigned, its successors, assigns, and all parties claiming through, or under it for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the Gillespie County Clerk of Gillespie County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each, provided, however, that at any time within five (5) years prior to the expiration of the first twenty-five (25) year period, or within five (5) years prior to the expiration of any ten (10) year period thereafter, the owners of the legal title to the residential lots having at the time more than fifty (50%) per cent of the area shown in the Plat of the Addition referred to herein and covered by this dedication, may provide for the release of any or all of the lots hereby restricted, from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any successive ten (10) year period, by executing and acknowledging a proper agreement in writing for such purpose and filing the same for record in the manner as then required for the recording of land instruments.

DATED the 12th day of SEPTEMBER, 1983.

DASCON, INC.

BY: Bryan P. Snowden
BRYAN P. SNOWDEN, President

CJB/lh/8/22/83/REA

VOL 155 PAGE 618

THE STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BRYAN T. SNOWDEN, President of Dascon, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and BRYAN T. SNOWDEN acknowledged to me that he executed the same as the act of Dascon, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of SEPTEMBER, 1983.

Carroll J. Bryan
Notary Public, State of Texas

My Commission Expires: 12-16-84

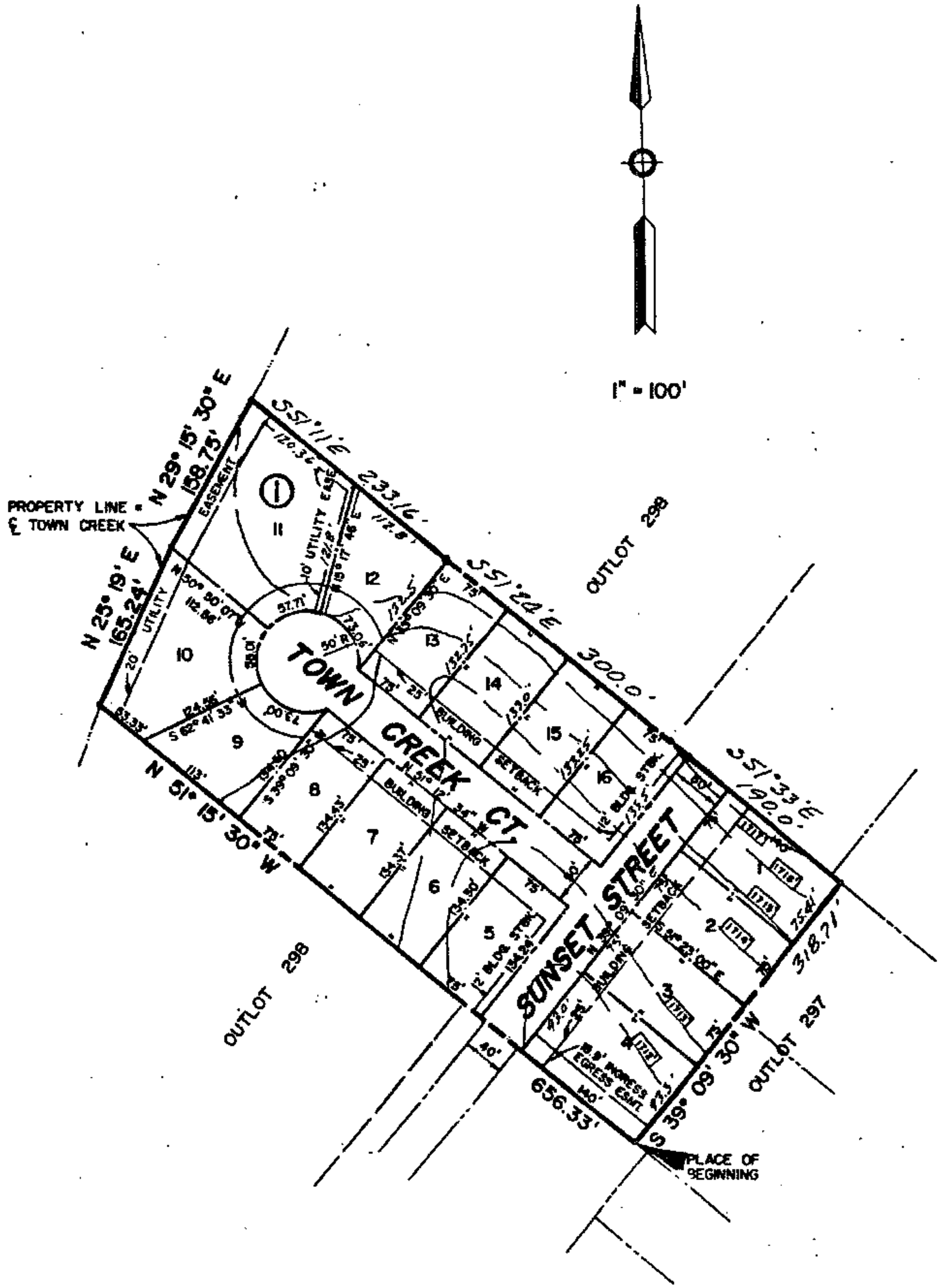
CARROLL J. BRYAN
(Typed or Printed Name)

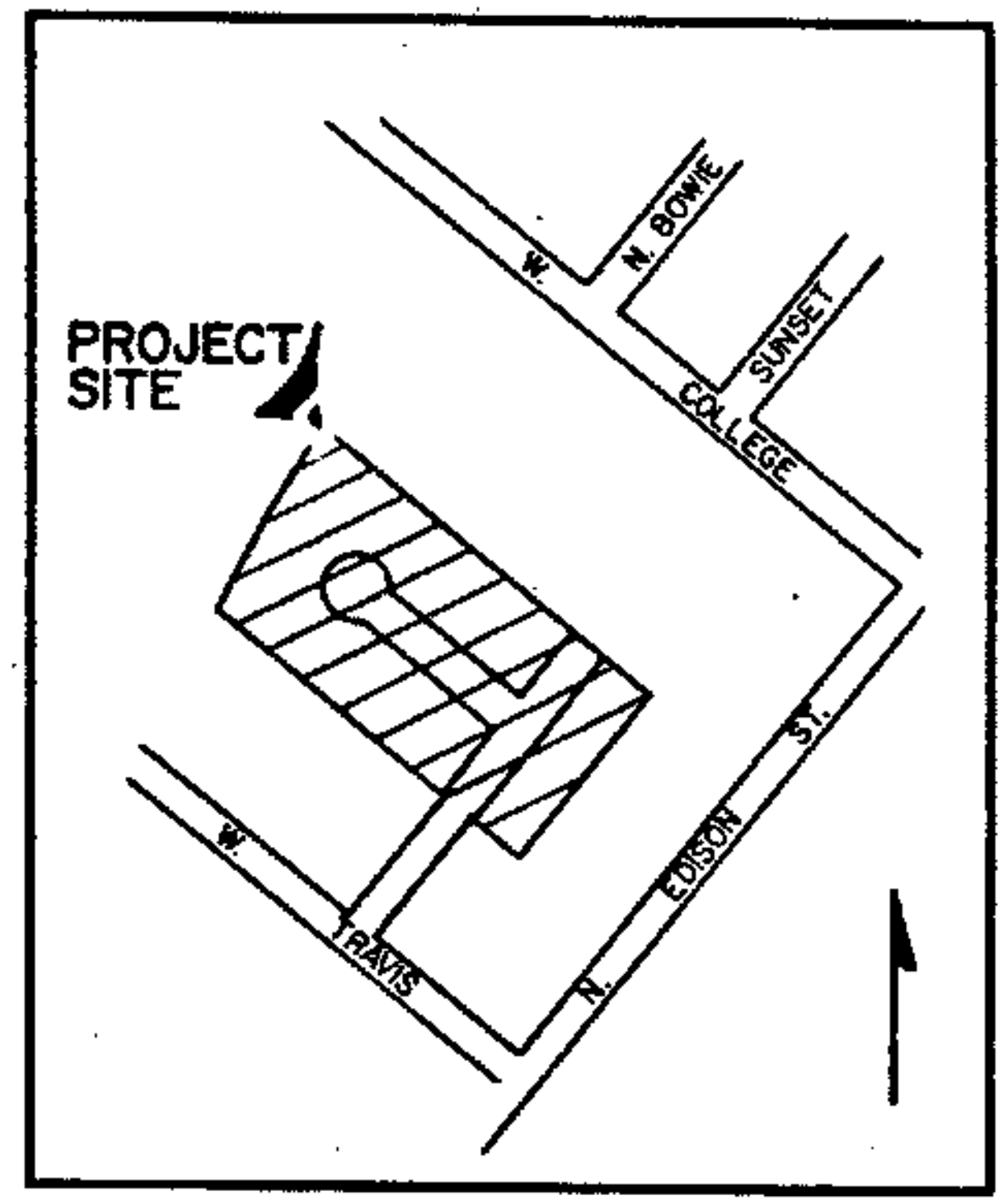
CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--DEED, Volume 155 Pages 615-618, filmed on the 20th day of September, A.D. 1983.

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

****





VICINITY MAP

NOTE:
FINISHED FLOOR ELEVATION TO BE ONE FOOT ABOVE 100 YEAR FLOOD ELEVATION AS DETERMINED BY THE CITY OF FREDERICKSBURG, TEXAS

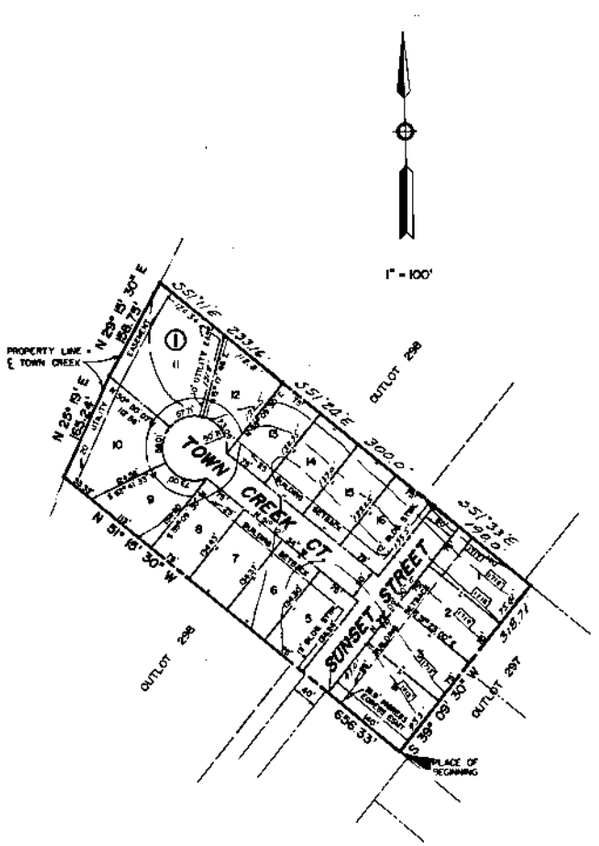
1/91 Plat Records

STATE OF TEXAS

COUNTY OF GILLES

Being a tract of
out of the Nicho
the following ou
of Fredericksbur
Company, with th
1.59 acres o
3.46 acres o
Said 5.05 acre t
follows:

BEGINNING at t
Edis
Coll
cert
235



A

PLAT

OF

TOWN CREEK TWO

A

5.05 ACRE TRACT OF LAND OUT OF THE NICHOLAS PAIN SURVEY NO. 130, BEING PART OF OUTLOTS 297 - 298 AS RECORDED IN VOLUME 55, PAGES 307 - 308 OF THE D. R. G.C.T.

TO

THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

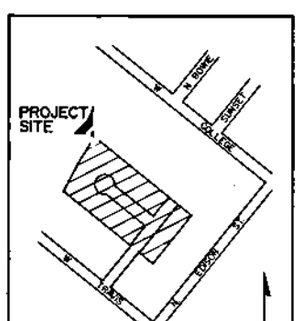
JUNE, 1983

OWNER/DEVELOPER

BRYAN SNOWDEN
P.O. BOX 285
FREDERICKSBURG, TX.
78624

ENGINEER/PLANNER

EDDE CHEATHAM & ASSOCIATES
1601 EAST LAMAR, SUITE 212
ARLINGTON, TEXAS 76011
(817) 460-2111



VICINITY MAP

NOTE:
FINISHED FLOOR ELEVATION TO BE ONE FOOT ABOVE 100 YEAR FLOOD ELEVATION AS DETERMINED BY THE CITY OF FREDERICKSBURG, TEXAS

STATE OF TEXAS |
COUNTY OF GILLESPIE |

Being a tract of land situated in Gillespie County, Texas and out of the Nicholas Pain Survey number 130 compromises parts of the following outlots as said outlots are designated on the map of Fredericksburg, Texas and environs by the German Emigration Company, with the following approximate acreages:
1.59 acres of land, part of Outlot No. 297
3.34 acres of land, part of Outlot No. 298
Said 5.05 acre tract of land is described by metes and bounds as follows:

BEGINNING at the intersection of the Northwest line North Edison Street with the Southwest line of West College Street, being the East corner of that certain tract of land recorded in Volume 101, Page 235 of the Gillespie County Deed Records;

THENCE S 39 degrees 09 minutes 30 seconds W 578.25 feet along the northwest line of North Edison Street to an iron pin for the South corner of both a 3.31 acre tract and that certain tract of land recorded in Volume 81, Page 344 of the Gillespie County Deed Records. Said corner being also the South corner of that 3.31 acre tract recorded in Volume 55, Page 308 of the Gillespie County Deed Records;

THENCE N 51 degrees 15 minutes 30 seconds W 158.00 feet along the West line of said tract recorded in Volume 81, Page 344 to an iron pin set near a fence corner post for the West corner of that certain tract of land recorded in Volume 81, Page 344 of the Gillespie County Deed Records. Said corner being also the South corner and place of beginning of the herein described tract;

THENCE N 51 degrees 15 minutes 30 seconds W 656.33 feet along a fence line and fence line projection to an iron pin set in the centerline of Town Creek for the West corner of both the herein described tract and said 3.31 acre tract;

THENCE N 25 degrees 19 minutes E 165.24 feet with the centerline of said creek to an iron pin set for a corner of herein described tract and North corner of said 3.31 acre tract. Said corner being also the West corner of that 3.31 acre tract of land recorded in Volume 55, page 307 of the Gillespie County Deed Records;

THENCE S 74 degrees 15 minutes 30 seconds E 158.75 feet with the center line of said creek to an iron pin set for the North corner of both the herein described tract and said 3.31 acre tract of land recorded in Volume 55, Page 307 of the Gillespie County Deed Recorded;

THENCE ~~S 51 degrees 32 minutes E 327.17 feet~~ S51°11'E 233.16'; S51°32'E 300.0'; S51°32'E 190.0' along the Northeast line of both the herein described tract and said 3.31 acre tract to an iron pin set for the East corner of the herein described tract;

THENCE S 39 degrees 09 minutes 30 seconds W 318.71 feet along South line of herein described tract to place of beginning and containing 5.05 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That I, Bryan Snowden, do adopt this plat, TOWN CREEK TWO, an addition to the City of Fredericksburg, Gillespie County, Texas, and do hereby dedicate to the public use forever the easements and right-of-ways as shown hereon.

Witness our hand at FREDERICKSBURG, Texas this the 24th day of AUGUST, 1983.

Bryan Snowden
-Bryan Snowden

STATE OF TEXAS |
COUNTY OF GILLESPIE |

Before me, the undersigned a notary public in and for the said County and State, on this day personally appeared Bryan Snowden known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Party.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of AUGUST, 1983.

Donna G. Durst
-Notary Public, Gillespie County, Texas

I CERTIFY THIS PLAT TO BE A TRUE AND ACCURATE REPRESENTATION OF THIS PROPERTY AS DETERMINED BY THE BOUNDARY SURVEY.

Edwin Cheatham
-Registered Public Surveyor-

This plat was prepared and based upon survey made by Alan F. Seemar, Registered Public Surveyor No. 3904, December 3, 1981.

Boundary & Closure Reviewed by Charles E. Offmer, Reg Public Surveyor

CITY OF FREDERICKSBURG, TEXAS

FINAL PLAT APPROVAL

THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX MONTHS AFTER DATE OF CITY COUNCIL APPROVAL.

PLANNING & ZONING COMMISSION
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS
BY: _____ CHAIRMAN
BY: _____ CITY SECRETARY
APPROVED: _____ DATE

CITY COUNCIL
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS
BY: _____ MAYOR
BY: _____ CITY SECRETARY
APPROVED: _____ DATE

Filed 19th day of September A.D. at 9:21 AM. and recorded in Volume1 page 94 of the Plat Records of Gillespie County, Texas.

Doris Lange
County Clerk
Gillespie County, Texas