

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 _____, 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, smoothard, 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 be 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 act 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 properly conducted in accordance with and in good workman-like manner, and in accordance with standard industry trade practices. Traditional and Craftsman style architectural designs are encouraged. No geodesic, A-frames, log homes, or free-style architectural designs shall be permitted. Owners are required to submit preliminary or conceptual plans and specifications of front elevation (and side elevation on corner lots), materials specifications, and the positioning of the Single Family Unit upon the Lot to the said Architectural Control Committee for review and comment, prior to the completion of final plans and specifications. Prior to the commencement of any construction, all final plans and specifications must be approved (or not) in writing, by the said Architectural Control Committee.

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 ____ day of _____, 2018