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Vicinta Stafford, Burnet County Clerk

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TRAILS AT THOUSAND OAKS

THE STATE OF TEXAS §
COUNTY OF BURNET §

WHEREAS, M Oaks Ranch Partners, LLC, a Texas limited liability company, (herein called "Declarant") is the Owner of a certain tract or parcel of land in Burnet County, Texas, being all of that certain tract of land containing a total of 517.05 acres, more or less, and being more particularly described at **Exhibit "A"**, (herein called the "Property");

AND, WHEREAS, the Declarant desires to sell Lots (as defined below) within the Property;

AND, WHEREAS, the Declarant proposes to establish and implement a property owners association for the benefit of and to be binding upon all the Owners (as defined below);

AND, WHEREAS, the purposes of this Declaration are to protect Declarant and its successors and assigns and the Owners against improper development and use of the Lots within the Property; to provide for management of the Property; to establish and enforce design and construction standards and criteria to achieve an aesthetically harmonious environment that will promote the general welfare of the Declarant and the Owners within the context of a property owners association.

NOW, THEREFORE, the Declarant hereby declares that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and same shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and that (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I
DEFINITIONS

1. **ARC** shall mean the Architectural Review Committee charged with approving plans and specifications for Improvements to be constructed within the Property and on the Lots pursuant to the terms of this Declaration.

2. **Amenity Center** shall mean the Amenity Center located on the Property owned by the Association or otherwise held by the Declarant for the common use and enjoyment of the Owners, and shall be included in the definition of Common Area below.

3. **Association** shall mean and refer to The Trails at Thousand Oaks Property Owners Association (or the property owners association to be formed as described herein under whatever name designated), a Texas non-profit corporation, its successors and assigns, which shall be formed by the Declarant.

4. **Board** shall mean the Board of Directors of the Association.

5. **Certificate of Formation** shall mean the Certificate of Formation for the Association as filed with the Texas Secretary of State, as amended from time to time according tothe provisions thereof.

6. **Common Area** shall mean all real property owned by the Association or otherwise held by the Declarant for the common use and enjoyment of the Owners, designated as such on the Plat or as later designated for such use by the Declarant or the Association and any appurtenances to such real property. The Common Area shall be for the common use and enjoyment of the Owners and may be designated as such on the Plat or from time to time and at any time by theDeclarant.

7. **Declarant** shall mean and refer to M Oaks Ranch Partners, LLC, a Texas limited liability company, and its successors and assigns.

8. **Declaration** shall mean this Declaration of Covenants, Conditions and Restrictions for The Trails at Thousand Oaks, as same may from time to time be supplemented and amended.

9. **Development Period** shall mean the period of time beginning on the date in which this Declaration is recorded in the Official Public Records of Burnet County, Texas, and ending at the earlier of (i) such time as twenty years have elapsed from the date the Development Period begins; or (ii) the date on which Declarant terminates the Development Period by recorded instrument executed by Declarant and filed in the Official Public Records of Burnet County, Texas.The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction

and marketing of the Property and the right to direct the size, shape and composition of the Property, including but not limited to the lots, common areas, roads and service areas within the Property. The Development Period does not require that Declarant own any portion of the Property.

10. **Design Guidelines** shall mean such rules and guidelines promulgated by the Declarant or the ARC, as each may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision, which are filed in the official public records of Burnet County.

10. **Improvement** shall mean every permanent structure and all appurtenances of every type and kind, including but not limited to residences, buildings, outbuildings, storage buildings, garages, barns, corrals, patios, tennis courts, xeriscaping, swimming pools, fences, screening walls, retaining walls, stairs, decks, driveways, rainwater harvesting systems, dams, excavation, poles, exterior air conditioning equipment, pumps, wells, tanks, reservoirs, pipes, lines, antennae, towers, and similar facilities used in connection with water, sewer, gas, electric, internet and other utilities.

11. **Lot(s)** shall mean each of those parcels of real property identified as individual lots on the Plat.

12. **Owner(s)** shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. The term Owner shall not include a lessee or tenant of an Owner.

13. **Plat** shall mean the plat or plats of record of The Trails at Thousand Oaks filed by Declarant in the county or counties in which the Property is located, including the final plat of record of The Trails at Thousand Oaks, PHASE ONE, being a Subdivision of 518.57 +/- acres in Burnet County, Texas, filed as Plat, Volume, Book, Page in the Plat Records of Burnet County, Texas and any plat or plats of subsequent phases of The Trails at Thousand Oaks filed by Declarant in the Plat Records of Burnet County, Texas or in the official public records of the county or counties in which such subsequent phases are located. The Plat may be amended from time to time by Declarant at any time during the Development Period.

14. **Primary Residence** shall mean and refer to the primary dwelling unit located on a Lot. Primary Residence shall not include any guest house, detached garage, or accessory structure located on the Lot.

15. **Property** shall mean and refer to that certain real property described on **Exhibit**

"A" and any additional property made subject to this Declaration.

16. **Residence** shall refer to the main dwelling unit and any other dwelling unit locatedon a Lot.

17. **Subdivision** shall mean the Property covered by the Plat and any additionalproperty added to the Plat or made subject to this Declaration.

ARTICLE II
GENERAL RESTRICTIONS

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

1. Additions to the Property

During the Development Period, Declarant, its successors and assigns, shall have the unilateral right, in its sole and absolute discretion, to bring within the scheme of this Declaration additional property and properties in future stages of the development (including without limitations, subsequent sections of The Trails at Thousand Oaks) without the consent or approval of any owners of any Lots (other than Declarant). Declarant shall also have the unilateral right to further define or change boundary lines of any Lot with the consent of the owner of the Parcel. As additional properties are added, Declarant shall, with respect to said properties, record Supplemental Declarations for each phase which may incorporate this Declaration by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditionswhich may be appropriate for those properties. Upon filing of additional survey(s) or plats for a subsequent phase or phases of The Trails at Thousand Oaks and the filing of a Supplemental Declaration containing restrictive covenants applicable to the additional property described therein, then and thereafter, the Owners of all Lots in all phases of The Trails at Thousand Oaks subdivision shall have the rights, privileges and obligations with respect to all Property then subject to this Declaration (including such additional properties) in accordance with, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2. Land Use

(a) Use. Each Lot may be used only for single family residential use. Any business activities within the Residence or on the Lot must comply with the provisions regarding Business Activities contained herein. The terms Residence and Primary Residence shall expressly exclude mobile homes, house

trailers, modular and prefabricated homes, which shall not be allowed on any lot.

(b) Construction.

(1) No Improvements of any kind shall be constructed, modified or expanded upon any portion of the Property or the Lots unless approved in advance and in writing by the ARC. This provision shall not apply to improvements made or directed to be made by Declarant.

(2) The Primary Residence shall consist of no less than 2,100 square feet of air conditioned and heated space. Any guesthouse or guesthouse constructed shall consist of no less than 600 square feet of air conditioned and heatedspace.

(3) Pursuant to **Section 5.03** of this Declaration, additional Design Guidelines promulgated by Declarant or the ARC shall also apply to development of the Lots; provided a variance to such guidelines may be granted by the ARC in its sole discretion.

(4) The installation and maintenance of septic systems must conform with all county and municipal laws (as applicable), regulations and permitting requirements.

(c) Recreational Vehicles. Recreational vehicles not designed for permanent occupancy, including RVs, fifth wheels and trailers used for travel (collectively "RVs"), shall be stored in an ARC approved garage or dwelling and at no time, be visible to adjacent property owners.

(d) All-Terrain Vehicles. No all-terrain vehicles ("ATVs"), trail bikes, three and/or multi wheelers, dune buggies, or other externally mounted engine vehicles shall be permitted in the development, including the Common Property, except for ingress and egress. Golf carts and small utility vehicles shall be permitted; however, all such vehicles shall be properly muffled so as not to disturb occupants of the surrounding property and must not be an annoyance to others.

(e) Leases. All rentals or leases of any property must be for a minimum of five days in duration unless a lease for a shorter amount of time is approved by the Association. All leases must be in writing.

(a) Under no circumstances shall a lease for an outbuilding or guest quarters be permitted. Any usage of outbuilding or guest quarters must be as part of a lease of the entire property under the terms herein.
(b) Lot Owners are fully responsible for their tenants and must give written notice to the Association of their intent to lease or rent their property in advance. Additionally, the Association must be supplied with name of each lessee, their contact information and a signed rental agreement at least forty-eight hours prior to lessee occupying the property.
(c) Property Owners shall not be allowed to lease their property if their tenants do not abide by the rules set forth in this section.

(f) Business Activities. No business of any kind will be conducted on any residence with the exception of the business of Declarant and the transferees of declarant in developing all of the lots. The only business which will be conducted on any lot will be the business of Declarant and the transferees of declarant in developing all of the lots.

(g) Boats and Trailers. Boats and boat trailers may be stored in the driveway of a house for no more than five days out of any thirty (30) day period. Boats and boat trailers may be stored in the garage. Boats or trailers shall be removed immediately upon request of Declarant or Association.

(h) Campers and Trailers. No campers or utility trailers may be stored on a Lot unless they are stored in a garage.

(i) Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent of the Association, except as specifically provided herein. This includes, but is not limited to, parking in any of the roadways or streets that serve the subdivision, or the cul-de-sacs, or the Common Property.

(j) Manufactured Home or Mobile Homes. No manufactured home or mobile home of any type shall be used or located on any Lot at any time whether temporarily or permanently.

(k) Clotheslines. No clotheslines or outside drying area shall be located on any parcel or Lot.

(l) Propane Tanks. All liquid propane tanks must be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in

the subdivision or an adjoining property.

(m) Sewage Disposal. No outside toilets shall be permitted with the exception of a temporary construction toilet maintained by the builder. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with all applicable municipal, county, LCRA and State of Texas requirements.

(n) Garbage and Refuse Disposal. Each Lot shall be maintained in an attractive condition. No Lot and no part of the Property shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and other waste shall not be kept on any Lot except in sanitary containers. No trash, ashes or other refuse may be deposited on any portion of the Property. Each Owner must contract with a trash disposal service and containers must be stored inside a garage or behind a wall or fence.

(o) Nuisances. No Lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

(p) Signs. No advertising signs of any manner shall be permitted except during the 12 months of construction. During construction, one sign may be placed on the Lot advertising the construction company's name. This sign shall not exceed 24 inches by 24 inches in size and shall be removed at the completion of the home. No more than one sign may be placed on a Lot at a time without written approval of the Association. Construction signs shall not be placed upon a Lot until construction commences. The ARC may set forth additional signage restrictions by the filing of Design Guidelines.

(q) For Sale Signs and Real Estate Agents. No For Sale signs shall be placed on a Lot within the first 90 days of purchasing said Lot, or until such time as eighty percent of the Property has been conveyed by Declarant, or until the Declarant turns over control of the Association, or three years from the recording of this Declaration, whichever occurs first. The For Sale sign shall not exceed 18 inches by 18 inches in size and shall be constructed in the same manner and color as the original Lot sign. No generic For Sale sign nor shall there be any signs permitted at the entrance of the property. The ARC may set forth additional signage restrictions by the filing of Design Guidelines.

(r) **Fencing.** Fencing shall be located so that it does not interfere with any rights-of-way or impede access to any easement. All fencing is to be constructed of new materials and of a quality and appearance approved by the ARC. No chain link fencing is allowed except on a dog kennel.

(s) **Landscaping.** All residents must do a reasonable amount of landscaping. The reasonableness of the amount of landscaping done is to be determined by the Association. Each lot shall be maintained in a neat and attractive condition including but not limited to mowing and/or weed eating so as not to become an eyesore to adjoining lots. Landscaping must be completed within 12 months of construction.

(t) **Ponds and Water Flow.** No building of ponds, redirection or restriction of water flow in any creek, stream, branch, or spring is permitted. Maintenance of existing ponds, creeks, streams, branches, or springs is allowed. This restriction is reference to affecting natural water flow and would not restrict the building of the building self-contained bio pool, swimming or ornamental ponds.

(u) **Land Disturbing Actives.** No mining, quarrying, drilling, or other such land disturbing activities shall be permitted on any portion of said property, provided, however, land disturbing activities as necessary for construction of road, trails, utility lines, house sites, driveways, septic tanks and drain fields shall be permitted so long as all disturbances for any and all such land disturbing activities

(v) **Erosion Control.** Owners must construct erosion control methods such as siltation fences and/or screens, etc. during the home building process.

(w) **Noises.** No loud or obnoxious noise, including but not limited to, incessant dog barking, shall be permitted.

(x) **Livestock, Pets Poultry and Other Animals.** No animals, livestock, or poultry of any kind will be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, as long as they are not kept, bred, or maintained for commercial purposes.

(y) **Inoperative Vehicles.** No junk, wrecking or auto storage shall be located on any Lot. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Lot unless stored in a garage or shop and out of plain sight. A vehicle

shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days.

(z) Mineral Production. No oil or gas drilling, oil or gas operations or quarrying or mining operations of any kind will be permitted on any Lot.

(aa) Temporary Structures. Temporary structures, including but not limited to tents, shacks and shelters are prohibited; provided temporary structures necessary for the storage of tools or equipment necessary for the construction of a Residence may be installed on a Lot if approved in advance in writing by the ARC.

(bb) Trees. Lot Owners shall make every effort to maintain as much of the natural tree canopy as possible. Cutting for views must be approved by the, Declarant or the Association and Owners shall only remove 10 percent of the trees on their Lot without the prior written consent of the Association. Furthermore, no tree with a diameter of 8 inches or larger may be removed without the consent of the Association. All trees that have been cut must be entirely removed from property immediately.

(cc) Flags. Owners are permitted to display only Permitted Flags on the Owner's Lot. "Permitted Flag" shall mean the flag of the United States of America; the flag of the State of Texas; an official or replica flag of any branch of the United States Military; or a flag with the official insignia of a college, university or sports team. Any freestanding flagpole must be no more than twenty (20) feet in height and any Permitted Flag displayed on a Lot must be no more than three feet in height by five feet in width. No other flags are allowed unless approved in writing in advance by the ARC.

(dd) Antennas and Satellite Dishes. No large antenna or satellite dishes of more than 18 inches in diameter are permitted.

(ee) Maintenance. Each Owner is responsible, at such Owner's sole cost and expense, for maintaining their Lot in an attractive condition, removing litter, mowing, pruning, repairing driveways and sidewalks, if present, and maintaining all Improvements located on such Owner's Lot, provided a Lot consisting of two acres or more may contain a pasture area in which natural grasses shall not exceed two feet in height.

(ff) Firearms.

(1) No person shall, except in justifiable self-defense and when reasonably necessary for the protection of life, fire or discharge any rifle, shotgun, air

rifle or air pistol on the Property.

(2) No bow hunting, bow shooting or discharge shall be allowed within 200 feet of any structure on the Property, or in accordance with local, state and federal law.

3. **Subdivision and Combination of Lots.**

(a) Subdivision of any lot is prohibited.

(b) Two contiguous lots may be re-platted to create one larger lot with written approval of the Developer or the ARC provided all applicable municipal and county requirements for such a replat are met. Once a Lot has been re-platted to create one larger Lot, such Lot shall not be combined with any additional Lot or Lots.

(c) An Owner may elect to combine two contiguous Lots which are identified as separate contiguous Lots on the original Plat of the Subdivision so that the two Lots are only assessed as one larger single Lot (a "Combined Lot") for purposes of Annual Assessments as described herein, provided (i) the two Lots have identical Owners and ownership; (ii) no Owner of either of the Lots being combined has previously made such an election for any Lot in the Subdivision; (ii) once a Lot is combined for this purpose, such Lot may not be combined with any additional Lot or Lots for this same purpose by any current or subsequent Owner or Owners; (iii) the combined Lot shall contain no more than one Primary Residence; and (iv) the Owner has given notice to the Board in writing of such election which will be effective as of the date of such notice. In the event two Primary residences are constructed on a combined Lot, each Lot will, upon commencement of construction of a second Primary Residence, be assessed thereafter by the Board as two separate Lots for purposes of the Annual Assessment, but the Owner shall only receive one (1) member vote for the combined Lots.

4. **Water Bodies and Waterways**

(a) By acceptance of a Lot in the Subdivision, each Owner acknowledges that the water levels of ponds, lakes, retention ponds, drainage ditches and water features within the Property may fluctuate and that each Owner is responsible for determining how such varying water levels may affect development on their Lot prior to beginning any development or construction.

(b) Dumping of any substance into water bodies, waterways, or wells located on or adjacent to the Property, either directly or indirectly, is prohibited,

including but not limited to the disposal of wastewater or gray water of any kind.

5. **Utilities**

(a) **Utility Easements.** The Declarant, its successors and assigns, and the Association shall have alienable and permanent easements and rights-of-way in, through, across, over and under the Common Areas, the Property and the Lots, and under private and dedicated streets, for ingress and egress, and installation, maintenance, use, repair and replacement of all public and private electric and water utilities and related equipment (including, without limitation, pipes, poles, wires, cables, conduits, lines, mains and meter boxes); provided, that the exercise of any easement hereby granted shall not unreasonably interfere with the permitted use and enjoyment of the Lots and, except in an emergency, entry onto any Lot shall be made only after reasonable prior notice given to such Lot Owner or occupant.

(b) **Utility Equipment.** Each local electric utility and water provider hereby is granted a permanent easement and right-of-way through and across the Common Areas and the Lots for ingress and egress, and installation, reading, maintenance, use, repair and replacement of all utility conduits, lines, meters, boxes and other equipment at any time located within the Property.

6. **Permanent Easements**. The Declarant, its successors and assigns, and the Association shall have alienable and permanent easement and rights-of-way in through, across, over and under the Common Areas, any service areas, the Property and the Lots and under private and dedicated streets, for ingress and egress and development of all roads, drainage, utilities and other development that Declarant, its successors and assigns, determine is necessary, convenient or beneficial to the development of the Property.

ARTICLE III
PROPERTY OWNERS ASSOCIATION

1. **Association**

(a) The Developer shall organize the Association as a Texas non-profit corporation. The purposes of the Association are (i) to administer and enforce the covenants and restrictions set forth in this Declaration; (ii) to provide for the upkeep and maintenance of the Common Areas; (iii) to make and collect annual assessments, special assessments, and working capital assessments as described in this section 3.01, for the payment of expenses of the Association, including,

but notnecessarily limited to (a) costs of maintaining common areas and existing structures in the common areas; (b) ad valorem taxes assessed against any common areas of the Subdivision; (c) liability insurance associated with the property of the Association; (d) directors' and officers' insurance for the persons serving on the Board; (e) costs, including attorney's fees and other costs of litigation to administer and enforce the covenants and restrictions set forth in this Declaration; and (f) other activities of the Association.

(b) The Association will be governed by the Bylaws of the Association. A copy of the Bylaws of the Association will be provided to each Owner upon request.

(c) All annual assessments made by the Association shall be divided equally among the Lot Owners, but specifically excluding the Declarant.

(d) Each Owner of a Lot shall be a member of the Association ("Member") and have a membership in the Association. Except as provided in this paragraph, there is one membership for each Lot, one membership for any two Lots combined, and in those instances where a single Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two Lots and where such Owner has made the election for such Lots as described in **Section 2.03(c)** of this Declaration, such Owner will have the number of votes that corresponds with the number of Lots on which the Owner is allocated assessments in all matters in which the Owner or Owners is entitled to vote.

(e) The Board is empowered to levy annual, special and individual assessments on each Lot for the purposes of the Association. The Board shall establish a fund (the "Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made for the purposes of the Association.

(f) Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year for the purposes of the Association, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners. If the sums assessed or collected prove inadequate for any reason, including non-payment by any individual Member, the Board may propose a special assessment to the Members.

(g) All annual assessments shall be billed on or before January 1st of each year and shall be deemed late if not received by the Association by the tenth (10th) day of February. All special assessments shall be due when they are billed

on January 1st of each year and shall be deemed late if not received by the Association within thirty (30) days of approval and notice to the Members. The initial annual assessment is $1,000.00, and may be paid quarterly in $250.00 installments. The initial annual assessment will be prorated as of the date the Owner acquires legal title to the Lot.

(h) Individual assessments may be levied by the Declarant, or the Association, or the ARC on an individual Lot for amounts incurred in enforcing the provisions of this Declaration, interest, collection fees and repairs.

(i) Each Lot owner that is not the Declarant will pay a one-time working capital assessment (the "Capital Assessment") to the Association in the amount of $500.00. The Capital Assessment will be due and payable to the Association by the transferee immediately upon each transfer of title of a Lot to any purchaser, subsequent purchaser or transferee thereof. The Capital Assessment may be used to discharge operating expenses or capital expenses, as determined from time to time by the Board. The levy of a Working Assessment will be effective only upon the recordation of a written notice signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Capital Assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien or an assessment lien of the Association; (b) transfer to, from, or by the Association; (c)voluntary transfer by an Owner to one or more co-owners or two the Owner's spouse, child or parent. The Capital Assessment will be in addition to, and not in lieu of any other assessments levied in accordance with this Declaration and will not be considered an advance payment of any such assessment.

(j) All assessments, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, initial administrative/maintenance fee of $100.00 per month, plus interest on the amount of the assessment at the per annum rate of eight percent (8%) and all costs of collection, including attorney' fees, shall be the personal obligation of the Member and shall be secured by a lien on the Member's Lot. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Lot. A certificateexecuted and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtednessas of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed to any portion of the

Property, whether or not it shall be so recited in such deed, shall conclusively grant to, and does hereby grant to the Association and its agents the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and charges andto enforce the aforesaid lien by all methods available for the collection of such debts and the enforcement of such liens, including the use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

(k) Notwithstanding any other provision set forth in this Declaration, no lien created herein shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the covenants, conditions and restrictions set forth in this Declaration, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Lot Owner for debts to the Association shall not be affected or extinguished by any foreclosure.

(l) Neither the Declarant nor the Association shall be liable to any Owner for enforcing or a failure to enforce any of the covenants, conditions, or restrictions contained in this Declaration.

ARTICLE IV
BOARD OF DIRECTORS

1. **Board.** The Board shall consist of not less than three (3) persons ("Directors") initially appointed by the Declarant and replaced by the Declarant during the Development Period or after the Development Period by a majority vote of the Members. The following persons are hereby designated as the initial Directors of the Board: John Guerra, Charles Nichols and Teresa Summerlin.

2. **Action by the Board**. Items presented to the Board shall be decided by a majority vote of the Directors.

3. **Term**. Each Director shall hold office until such time as he has resigned or has been removed or his successor has been appointed by Declarant during the Development Period or after the Development Period by a majority vote of the Members of the

Association, as provided herein.

4. **Declarant's Rights of Appointment**. Declarant shall have the initial right to appoint and remove Directors, and, except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to appoint and remove members of ARC at any time in the Declarant's sole discretion during the Development Period. At the expiration of the Development Period, the Owners/Members shall have the right to appoint and remove Directors and members of the ARC.

5. **Adoption of Rules**. The Board may from time to time adopt, amend and modify such procedural and substantive rules and guidelines not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties or beneficial to the development or maintenance of the Subdivision by the unanimous consent of the Board.

6. **Approval of ARC.** Whenever in this Declaration the approval of the ARC is required, it shall have the right to consider all of the plans and specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant.

7. **Meetings of the Board**. The Board shall meet from time to time as necessary to perform its duties hereunder. The Board may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Board, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Directors taken without a meeting shall constitute an act of the Board.

8. **No Waiver of Future Approvals.** The approval or consent of the ARC to any request by an Owner shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

9. **Non-liability of Board Members.** Neither the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Board or any Director, as the case may be.

4.10 Contract with Management Company. The Board may, at its discretion, contract with a management company to manage the Association and may delegate any of its authority or powers, including the power to levy and collect annual, special, and individual assessments to such management company for the duration of such contract.

ARTICLE V
ARC

1. **Designation of ARC.** The Architectural Review Committee (the "ARC") shall consist of not less than three (3) natural persons. The following persons are hereby designated as the initial members of the ARC: John Guerra, Charles Nichols and Teresa Summerlin. Declarant shall have the right to appoint and remove members of the ARC for the duration of the Development Period or until such time as Declarant assigns such rights to the Association. Subsequent members of the ARC shall be appointed and removed by the Board in its sole discretion.

2. **Function of the ARC.** Following the date of recording of this Declaration, no Improvement, except those constructed by Declarant, shall be erected, constructed, placed, altered (by addition or deletion), or be permitted to remain on any portion of the Property until plans and specifications, and any other information pertaining thereto, in such form and detail asthe ARC may deem necessary, shall have been submitted to and approved in writing by the ARC. The decision of the ARC shall be final, conclusive, and binding upon the applicant.

3. **Adoption of Rules.** The Declarant and the ARC may each promulgate, amend andmodify such rules and Design Guidelines not in conflict with this Declaration, as the Declarant or the ARC may deem necessary or beneficial to the development, maintenance, or appearance of the Subdivision ("Design Guidelines"). Such rules and Design Guidelines shall become effective upon filing of such rules and guidelines in the official public records of Burnet County, Texas and shall be in addition to, and not in lieu of, the restrictions provided herein.

4. **Variances.** The ARC may, in its discretion, permit such variances or exceptions to the restrictions herein contained as it deems necessary or desirable.

5. **Failure of the ARC to Act.** The ARC shall approve such plans and specifications or reject them as being inadequate within thirty (30) days after receipt thereof. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve part, conditionally or unconditionally, and reject the balance.If the ARC shall fail to respond to any Owner within thirty (30) days after its verifiable receipt of any original or revised plans and specifications submitted hereunder, such plans and specifications shall be deemed to have been approved by the ARC.

6. **Limitation of Liability.** Neither Declarant, the ARC, nor any of the members of the ARC shall be liable in damages or otherwise to anyone submitting plans and specifications forapproval or to any owner of land affected by this Declaration by reason

of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

7. **Inspection of Work.**

(a) Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any improvement for which the final plans and specifications were approved under this Declaration, the Owner shall give written notice of completion to the ARC.

(2) The ARC or its duly authorized representative may inspect such improvement within fifteen (15) days of receipt of notice of completion. If the ARC finds that such work was not done in strict compliance with all approved plans and specifications, it shall notify the Owner in writing of such noncompliance within fifteen (15) days, specifying in reasonable detail the particulars of non-compliance and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, The ARC, upon notice to the Owner with an opportunity to attend, shall conduct a hearing at which it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days following the announcement of the ARC's ruling. If the Owner does not comply with the ARCs ruling within such period, the Declarant, at its option, may either remove the non-complying improvement, remedy the non-compliance or seek appropriate injunctive relief and other available legal redress from a court of competent jurisdiction, and the Owner shall reimburse the Declarant upon demand forall expenses incurred in connection therewith.

(4) In the event the Improvement shall be deemed to be in accordance with the ARC's approved plans and specifications, and upon request by Owner andpayment of a fee of $250.00, the ARC shall issue and record a "Certificate of Compliance" in a form suitable for recording. The certificate shall identify the Lot and the improvement and shall certify only that the improvements thereon are not in violation of the covenants

of the Declaration, or if they are in violation, that a variance has been granted. THE CERTIFICATE SHALL NOT BE CONSTRUED TO CERTIFY THE ACCEPTABILITY, SUFFICIENCY OR APPROVAL BY THE ARC OF THE ACTUAL DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS OR OF THE WORKMANSHIP OR MATERIALS THEREOF. THE OWNER IS HEREBY NOTIFIED THAT THE CERTIFICATE IN NO WAY WARRANTS THE SUFFICIENCY, ACCEPTABILITY OR APPROVABILITY BY THE ARC OF THE DESIGN, CONSTRUCTION, WORKMANSHIP, MATERIALS OR EQUIPMENT OF THE IMPROVEMENTS. RECORDATION OF SUCH A CERTIFICATE SHALL BE AT THE EXPENSE OF THE OWNER OF THE IMPROVED LOT.

(b) Work in Progress. The ARC may inspect all work in progress and give notice of noncompliance with the Declaration. If the Owner denies that such noncompliance exists, the procedures set out in Subparagraph 8(a) above shall be followed, except that no work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the ARC should ultimately find that non-compliance exists.

8. **Enforcement.** Declarant or the Association, through its, Directors shall have the authority and standing to enforce in courts of competent jurisdiction the decisions of the ARCestablished in this Article. This Article may not be amended without Declarant's written consent, so long as Declarant owns any land subject to this Declaration.

ARTICLE VI
GENERAL

1. **Remedies in the event of default**. In the event of any default by any Owner under the provisions of the Declaration, the Association and/or any Owner of a Lot within the Property, shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Association, and/or any Owner who seeks to enforce the provision of this Declaration prevails, then the Association and/or such Owner shall also be entitled to recover their costs and attorneys' fees. Any and all of such rights and remedies may be exercised at any time and from time-to-time, cumulatively or otherwise, by the Association or any Owner.

2. **Term and Amendments.** The covenants and restrictions set forth in this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless more than sixty-seven percent (67%) of the Owners of the Lots vote to terminate the covenants and restrictions set forth in this Declaration, which termination shall be by a written instrument signed by sixty-seven (67%) of the Owners of the Lots and properly recorded in the Real Property Records of the county or counties in which the Property is located. This Declaration may be amended by an instrument signed by the Owners of the Lots constituting not less than sixty-seven percent (67%) of the Owners of the Lots.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

4. **Reserved Right of Declarant.** Notwithstanding any other provision herein, to the extent allowed by law, Declarant reserves the right to (i) to unilaterally amend or terminate this Declaration by the recording of an instrument executed and acknowledged by the Declarant acting alone until the expiration or termination of the Development Period; and (ii) to unilaterally amend this Declaration for purposes of correction, reformation or improvement, for so long as Declarant owns any portion of the Property by the filing of an amended Declaration in the Official Public Records of Burnet County, Texas.

5. **Rights and Obligations**. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon each and all the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the acceptance and recording of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in saiddeed.

Executed to be effective upon recording.

M Oaks Ranch Partners, LLC

By: Minerva, Ltd, its Manager

By: Mopac Financial Inc., its General Partner

By: Douglas B. Kadison
Douglas B. Kadison, its President

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared Douglas B. Kadison, President of Mopac Financial Inc., the General Partner of Minerva, Ltd., the Manager of M Oaks Ranch Partners, LLC.

SUBSCRIBED AND SWORN TO BEFORE ME, this 29th day of June, 2023.

Notary Public in and for the State of Texas

IRMA WILDE [illegible]EERS
Notary Public, State of Texas
Comm. Expires 02-20-2026
Notary ID [illegible]

CONSENT OF LIENHOLDER

Southstar Bank, S.S.B., as holder of first lien on the Property, hereby consents to the filing of this Declaration and the encumbrance of the Property by the covenants, conditions and restrictions stated herein.

Dated this 30th day of June, 2023.

Lienholder:

Southstar Bank, S.S.B

By: _____
SVP - CRE LENDING its _____

STATE OF TEXAS

COUNTY OF Williamson

AFTEN A. SERRANO
Notary Public, State of Texas
Comm. Expires 08-05-2025
Notary ID 129513034

BEFORE ME, the undersigned authority, on this day personally appeared David S Bell, as SVP- CRE Lender of Southstar Bank, S.S.B., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 30th day of June, 2023.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

Phase 1

All of that property described in that certain plat of The Trails at Thousand Oaks, including but not limited to Lots 1-82, Lots 95-140 and Lots 237-258 of The Trails at Thousand Oaks, being a Subdivision of 517.05 +/- acres in Burnet County, Texas, filed for record on December 29, 2022 as Document NO. 202217409 in the Plat Records of Burnet County, Texas.

THE STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202306499 DEC
07/05/2023 02:36:58 PM Total Fees: $110.00

Vicinta Stafford, County Clerk
Burnet County, Texas

Vicinta Stafford

10 pgs PLAT 202217409

THE TRAILS AT THOUSAND OAKS SUBDIVISION, PHASE ONE

A SUBDIVISION OF LAND CONTAINING 287.04 ACRES, MORE OR LESS, BEING OUT OF A 518.57 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO M OAKS RANCH PARTNERS, LLC, RECORDED IN CLERK'S FILE NO. 202112938, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS,

(Patent Acreages are Approximate)

BURNET COUNTY:

- 20.12 ACRES IN THE H.T. & B.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 448
- 184.16 ACRES IN THE ADOLF VARNHAGAN SURVEY NO. 2, ABSTRACT NO. 1279
- 79.78 ACRES IN THE J. H. BEHRENS SURVEY NO. 1028, ABSTRACT NO. 111
- 0.42 ACRE IN THE THOMAS G. FORSTER SURVEY NO. 51, ABSTRACT NO. 316

BLANCO COUNTY:

- 0.61 ACRE IN THE JOHN DARLIN SURVEY NO. 1028, ABSTRACT NO. 1136
- 1.77 ACRES IN THE P.M. SHELLEY SURVEY NO. 164, ABSTRACT NO. 832
- 0.18 ACRE IN THE THOMAS G. FORSTER SURVEY NO. 51, ABSTRACT NO. 1151

DEVELOPER: M OAKS RANCH PARTNERS, LLC
4201 MARATHON BLVD, SUITE 201
AUSTIN, TX 78756

SURVEYOR: MCMILLAN AND QUINN, INC
3282 OLD JUNCTION ROAD
MASON, TX 76856

ENGINEER: KC ENGINEERING, INC
705 NORTH HWY 281, SUITE 103
MARBLE FALLS, TX 78654

STATE OF TEXAS:
COUNTY OF BURNET:

WHEREAS, M OAKS RANCH PARTNERS, LLC, BEING THE OWNER OF THAT CERTAIN 518.57 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND DESCRIBED IN INSTRUMENT 202112938 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT M OAKS RANCH PARTNERS, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED AGENT AND/OR OWNER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS "THE TRAILS AT THOUSAND OAKS SUBDIVISION, PHASE ONE," AN ADDITION TO THE CITY OF MARBLE FALLS, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS. RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON, THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS AND FENCES MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS. FENCES ARE NOT ALLOWED IN FLOODPLAIN EASEMENTS. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF MARBLE FALLS'S USE THEREOF. THE CITY OF MARBLE FALLS AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP RESERVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS, THE CITY OF MARBLE FALLS AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME TO PROCURE PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESTRICTIONS OF THE CITY OF MARBLE FALLS, TEXAS.

WITNESS, MY HAND, THIS THE 10 DAY OF November 2022.

By: _____
M OAKS RANCH PARTNERS, LLC
BY: JAMES KERBY

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JAMES KERBY KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10 DAY OF November 2022

By: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CAROL DENISE VIKEN
Notary Public, State of Texas
Comm. Expires 04-23-2026
Notary ID 10947080

STATE OF TEXAS:
COUNTY OF BURNET:

WHEREAS, MICHAEL A. BLACKBURN, BEING THE OWNER OF THAT CERTAIN 18.51 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND DESCRIBED IN INSTRUMENT 202207375 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING THE OWNER OF LOT 5 OF THE OVERLOOK SUBDIVISION AS DESCRIBED IN INSTRUMENT NO. 201809237 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MICHAEL A. BLACKBURN DOES HEREBY DEDICATE THE 25.00 FEET WIDE EASEMENTS ACROSS THE ABOVE DESCRIBED 18.51 ACRE TRACT AND SAID LOT 5 OF THE OVERLOOK SUBDIVISION AS SHOWN ON THIS PLAT FOR THE PURPOSES OF PROVIDING EMERGENCY ACCESS TO THE TRAILS AT THOUSAND OAKS SUBDIVISION. THE EASEMENT, AS SHOWN, IS DEDICATED TO THE TRAILS AT THOUSAND OAKS RANCH SUBDIVISION, AND THE CITY OF MARBLE FALLS FOR THE PURPOSE INDICATED ON THIS PLAT. NO BUILDINGS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. THE CITY OF MARBLE FALLS AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP RESERVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS, THE CITY OF MARBLE FALLS AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME TO PROCURE PERMISSION FROM ANYONE.

WITNESS, MY HAND, THIS THE 10 DAY OF November 2022.

By: _____
MICHAEL A. BLACKBURN

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHAEL A. BLACKBURN KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10 DAY OF November 2022

By: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CAROL DENISE VIKEN
Notary Public, State of Texas
Comm. Expires 04-23-2026
Notary ID 10947080

CITY OF MARBLE FALLS PLANNING AND ZONING COMMISSION

RECOMMENDATION FOR APPROVAL OF PLAT APPROVED FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION, CITY OF MARBLE FALLS, TEXAS

By: _____ 9.1.2022
PLANNING AND ZONING COMMISSION — DATE OF RECOMMENDATION

CITY OF MARBLE FALLS APPROVAL OF PLAT

APPROVED FOR THE SUBDIVISION SHOWN ON THIS PLAT.

APPROVED BY: CITY COUNCIL, CITY OF MARBLE FALLS, TEXAS

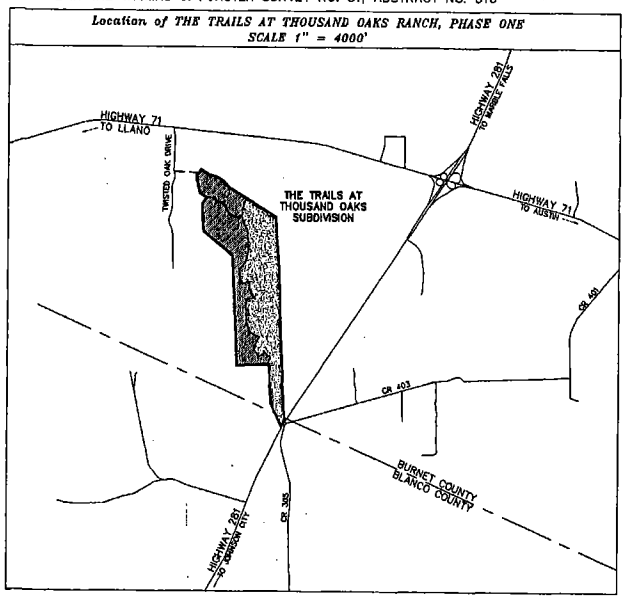
ATTEST: _____ 11-22-22
RICHARD WESTERMAN, MAYOR – CITY OF MARBLE FALLS — DATE

CITY OF HORSESHOE BAY APPROVAL OF PLAT

I, THE UNDERSIGNED, DO ATTEST THAT THE CITY OF HORSESHOE BAY HAS APPROVED THE PORTION OF THIS PLAT WITHIN ITS JURISDICTION, AND HAS DEFERRED ALL REVIEWING AND APPROVAL OF THE FINAL PLAT TO THE CITY OF MARBLE FALLS.

ATTEST: _____ DATE: 11-10-2022
PRINTED NAME: _____ TITLE: City Manager

Location of THE TRAILS AT THOUSAND OAKS RANCH, PHASE ONE
SCALE 1" = 4000'



STATE OF TEXAS:
COUNTY OF MASON:

I, JASON MCMILLAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "THE TRAILS AT THOUSAND OAKS RANCH SUBDIVISION, PHASE ONE" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, AND THAT SAID PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAME AS I LOCATED ITS COMPONENT PARTS ON THE GROUND.

WITNESS MY HAND AND OFFICIAL SEAL THIS 13th DAY OF OCTOBER, 2022

JASON MCMILLAN, R.P.L.S. NO. 6279
MCMILLAN AND QUINN, INC.

STATE OF TEXAS
REGISTERED
JASON McMILLAN
6279
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF BLANCO COUNTY APPROVAL

STATE OF TEXAS
COUNTY OF BLANCO

I, BRETT GRAY, COUNTY JUDGE OF BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 11 DAY OF October A.D., 2022, THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS, HAS APPROVED THIS PLAT FOR THE PROPERTY WITHIN ITS JURISDICTION AND DEFERRING THE REVIEWING AND APPROVAL OF THIS PLAT TO THE CITY OF MARBLE FALLS.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 11 DAY OF November A.D., 2022

COUNTY JUDGE BLANCO COUNTY

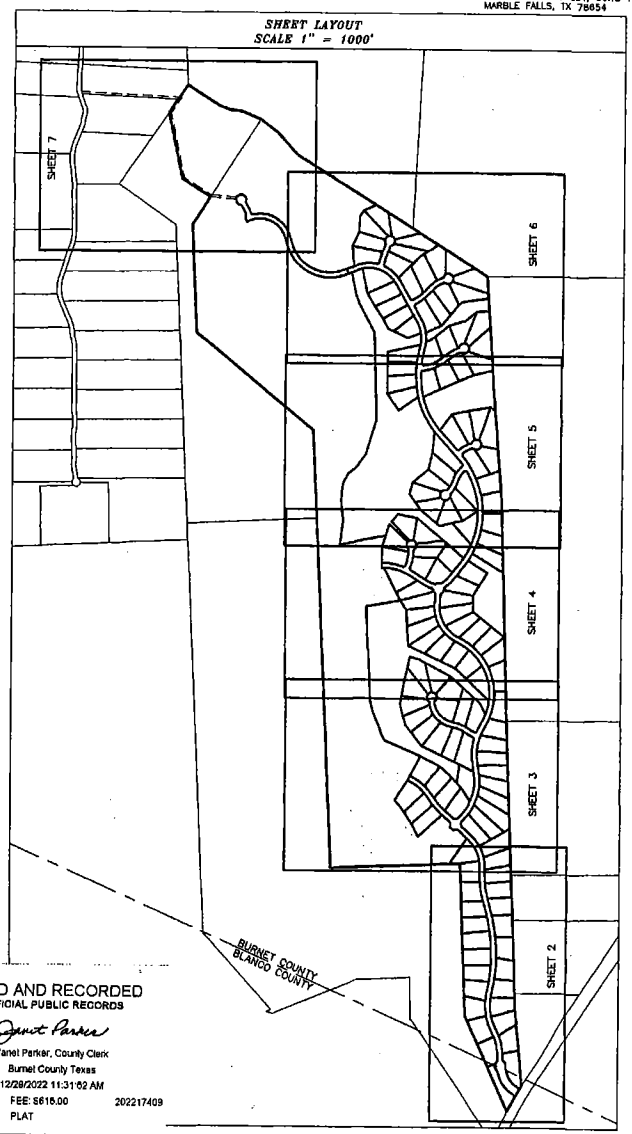
STATE OF TEXAS:
COUNTY OF BLANCO:

I, LAURA WALLA, COUNTY CLERK OF BLANCO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 2022, AT _____ O'CLOCK _____M., AND DULY RECORDED ON THE _____ DAY OF _____ A.D., 2022, AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF BLANCO COUNTY, TEXAS IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D., 2022.

LAURA WALLA
COUNTY CLERK, BLANCO COUNTY

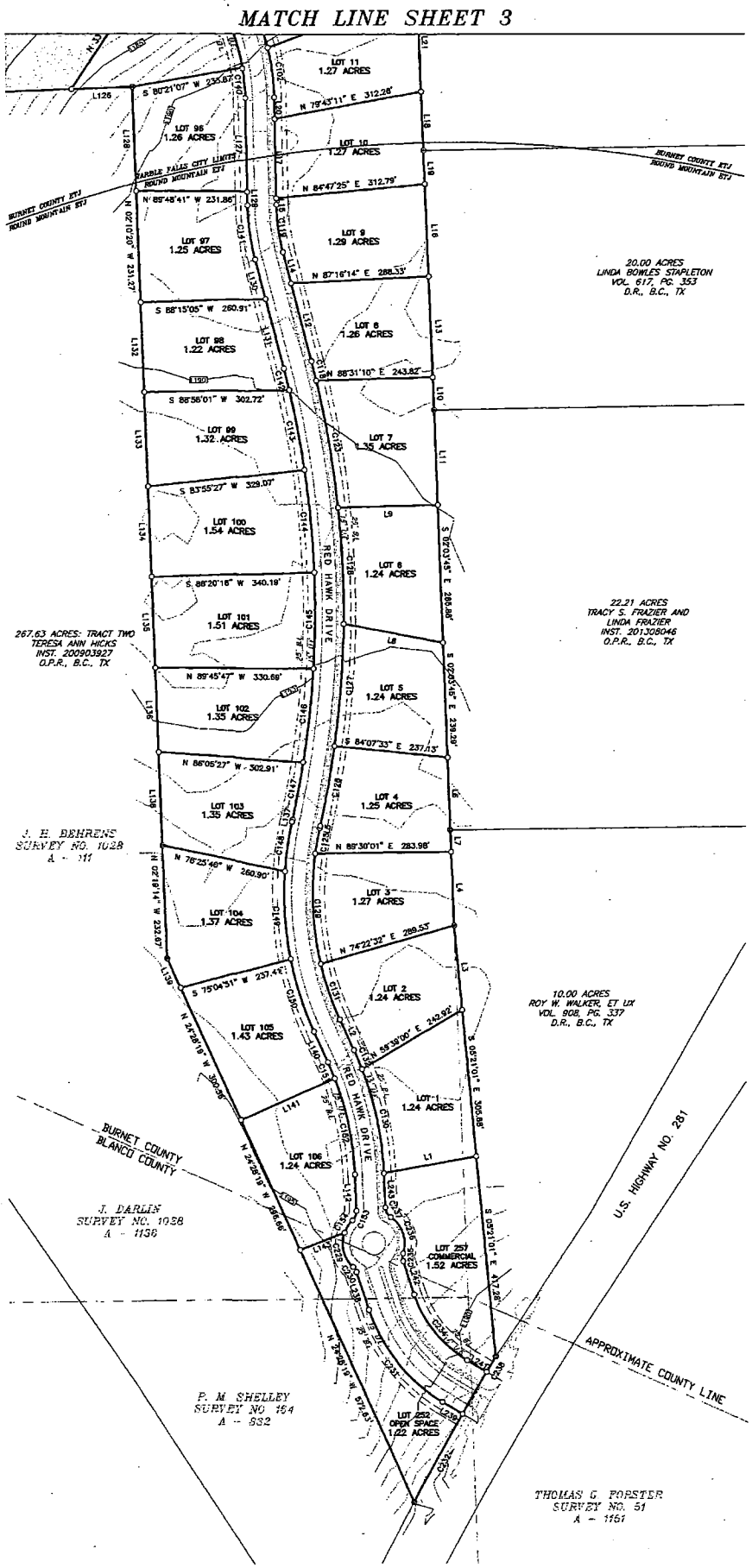
SHEET LAYOUT
SCALE 1" = 1000'

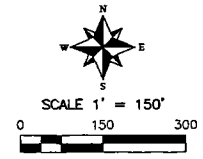


FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker, County Clerk
Burnet County Texas
12/28/2022 11:31:02 AM
FEE: $616.00 202217409
PLAT

MQI MCMILLAN AND QUINN INC. LAND SURVEYING
FIRM NO. 10145701
P.O. BOX 1265 MASON, TEXAS
PHONE: (325) 218-0063 EMAIL: info@mqis.com
Copyright 2022 All Rights Reserved
PREPARED BY: JM
DATE: 7/15/2022
JOB NO.: 21070045-05





LEGEND

- SET 1/2" IRON ROD CAPPED "MQI"
- FOUND 1/2" IRON ROD
- PIPE FENCE POST
- WOOD FENCE POST
- LOT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- BUILDING LINE/UTILITY EASEMENT
- BACK OF CURB
- ABSTRACT/SURVEY LINE
- U.E. UTILITY EASEMENT
- B.L. BUILDING SETBACK LINE
- R.O.W. RIGHT-OF-WAY
- D.R. DEED RECORDS
- O.P.R. OFFICIAL PUBLIC RECORDS
- B.C., TX BURNET COUNTY, TEXAS

SUBDIVISION PLAT

THE TRAILS AT THOUSAND OAKS SUBDIVISION

PHASE ONE

MQI McMILLAN and QUINN INC LAND SURVEYING

FIRM NO. 10145301
P.O. BOX 1265 MASON, TEXAS
PHONE: (325) 216-0053 EMAIL: info@mqilc.com

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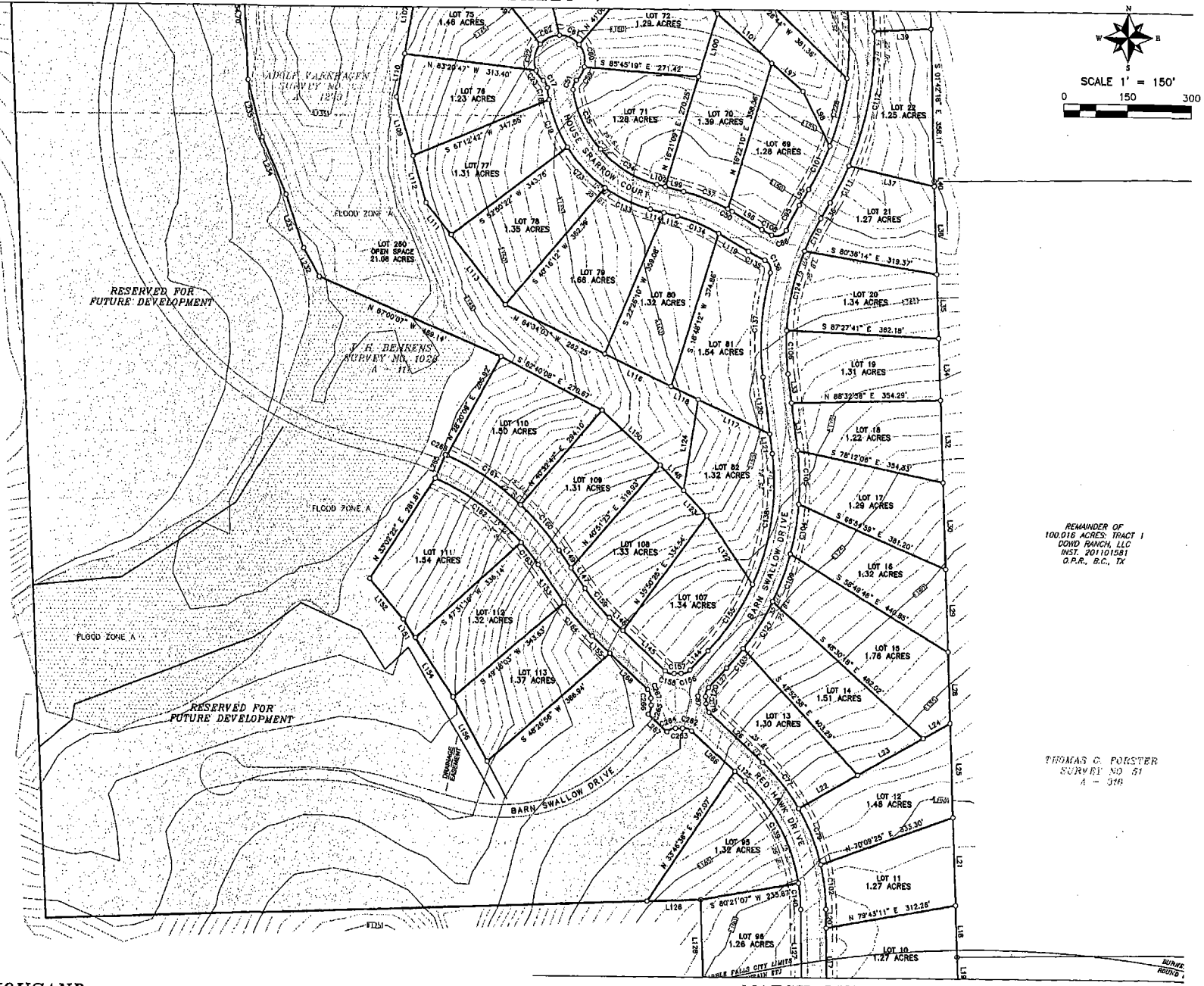
FIELD: BD, KS.
OFFICE: JM, BD
JOB NO.: 21070045-05

MATCH LINE SHEET 4



267.63 ACRES: TRACT TWO
TERESA ANN HICKS
INST. 200903927
O.P.R., B.C., TX

REMAINDER OF
100.016 ACRES: TRACT 1
DOWD RANCH, LLC
INST. 201101581
O.P.R., B.C., TX

THOMAS C. FORSTER
SURVEY NO. 51
A - 316

LEGEND

- SET 1/2" IRON ROD CAPPED "MQI"
- FOUND 1/2" IRON ROD
- PIPE FENCE POST
- WOOD FENCE POST
- LOT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- BUILDING LINE/UTILITY EASEMENT
- BACK OF CURB
- ABSTRACT/SURVEY LINE

U.E. UTILITY EASEMENT
B.L. BUILDING SETBACK LINE
R.O.W. RIGHT-OF-WAY
D.R. DEED RECORDS
O.P.R. OFFICIAL PUBLIC RECORDS
B.C., TX BURNET COUNTY, TEXAS

SUBDIVISION PLAT

THE TRAILS AT THOUSAND OAKS SUBDIVISION

PHASE ONE

MATCH LINE SHEET 2

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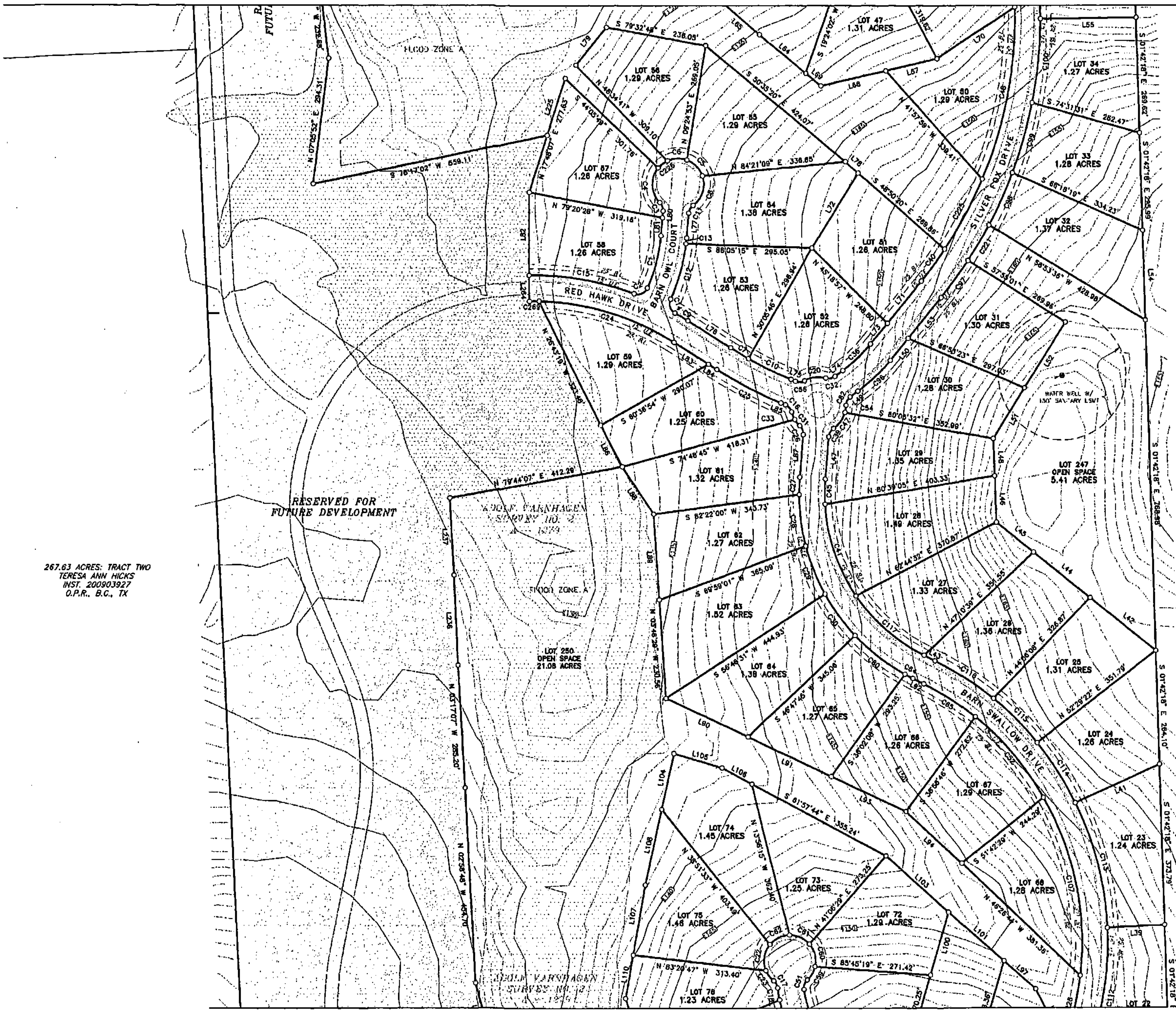
MATCH LINE SHEET 5



MATCH LINE SHEET 3

LEGEND

- SET 1/2" IRON ROD CAPPED "MQI"
- FOUND 1/2" IRON ROD
- PIPE FENCE POST
- WOOD FENCE POST
- LOT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- BUILDING LINE/UTILITY EASEMENT
- BACK OF CURB
- ABSTRACT/SURVEY LINE

U.E. UTILITY EASEMENT
B.L. BUILDING SETBACK LINE
R.O.W. RIGHT-OF-WAY
D.R. DEED RECORDS
O.P.R. OFFICIAL PUBLIC RECORDS
B.C., TX BURNET COUNTY, TEXAS

SUBDIVISION PLAT

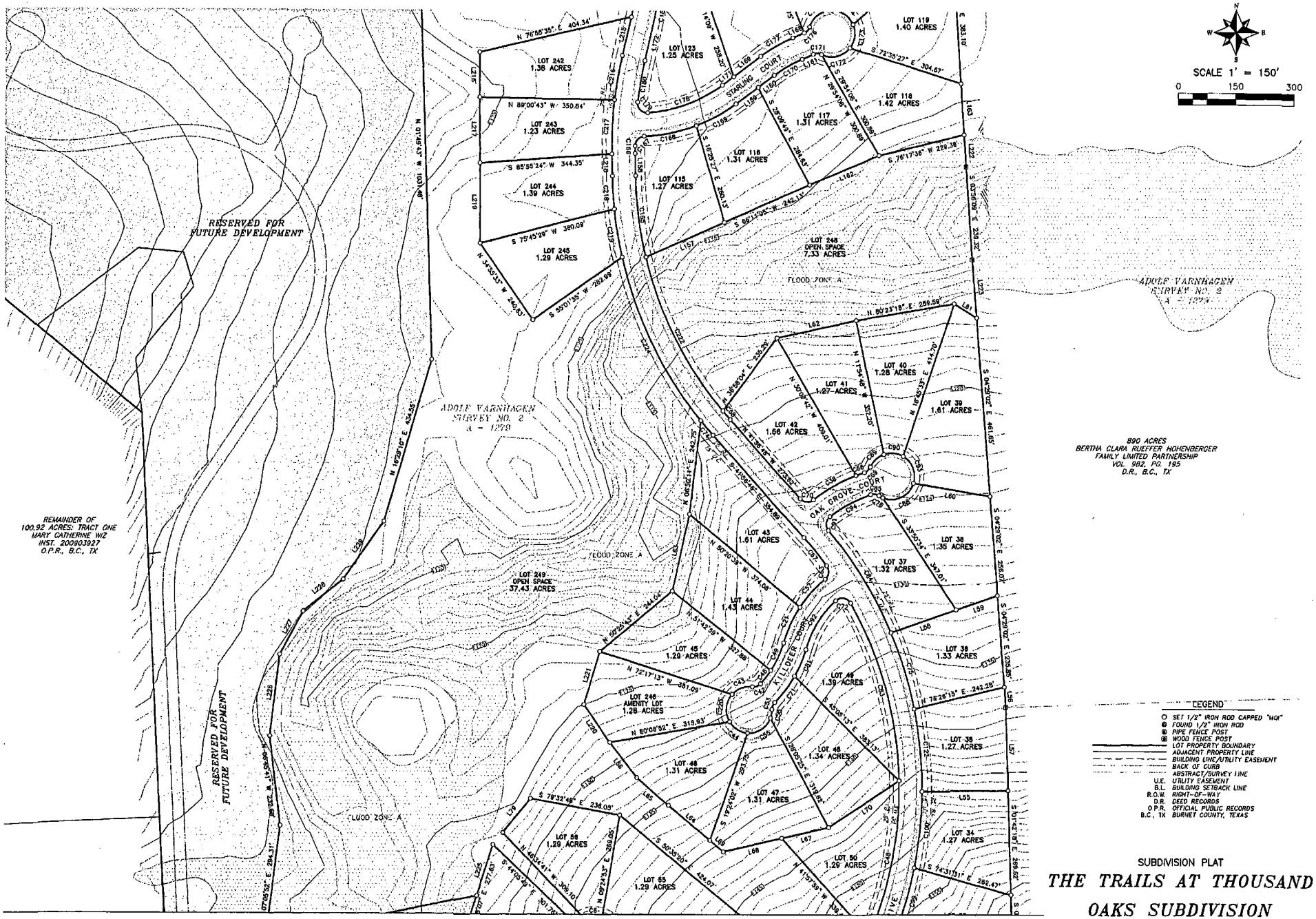
THE TRAILS AT THOUSAND OAKS SUBDIVISION

PHASE ONE

MQI McMILLAN AND QUINN INC. LAND SURVEYING
FIRM NO. 10145301
P.O. BOX 1265 MASON, TEXAS
PHONE: (325) 218-0063 EMAIL: info@mqitx.com
Copyright 2022 All Rights Reserved

FIELD: BD, KS.
OFFICE: JM, BD
JOB NO.: 21070046-05

MATCH LINE SHEET 6



LEGEND

- SET 1/2" IRON ROD CAPPED "MQI"
- FOUND 1/2" IRON ROD
- PIPE FENCE POST
- WOOD FENCE POST
- LOT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- BUILDING LINE/UTILITY EASEMENT
- BACK OF CURB
- ABSTRACT/SURVEY LINE

U.E. UTILITY EASEMENT
B.L. BUILDING SETBACK LINE
R.O.W. RIGHT-OF-WAY
D.R. DEED RECORDS
O.P.R. OFFICIAL PUBLIC RECORDS
B.C., TX BURNET COUNTY, TEXAS

SUBDIVISION PLAT

THE TRAILS AT THOUSAND OAKS SUBDIVISION

PHASE ONE

MATCH LINE SHEET 4

MQI McMILLAN and QUINN inc. LAND SURVEYING
FIRM NO. 10143301
P.O. BOX 1205 MARBLE FALLS, TEXAS
PHONE: (325) 218-0062 EMAIL: info@mqils.com
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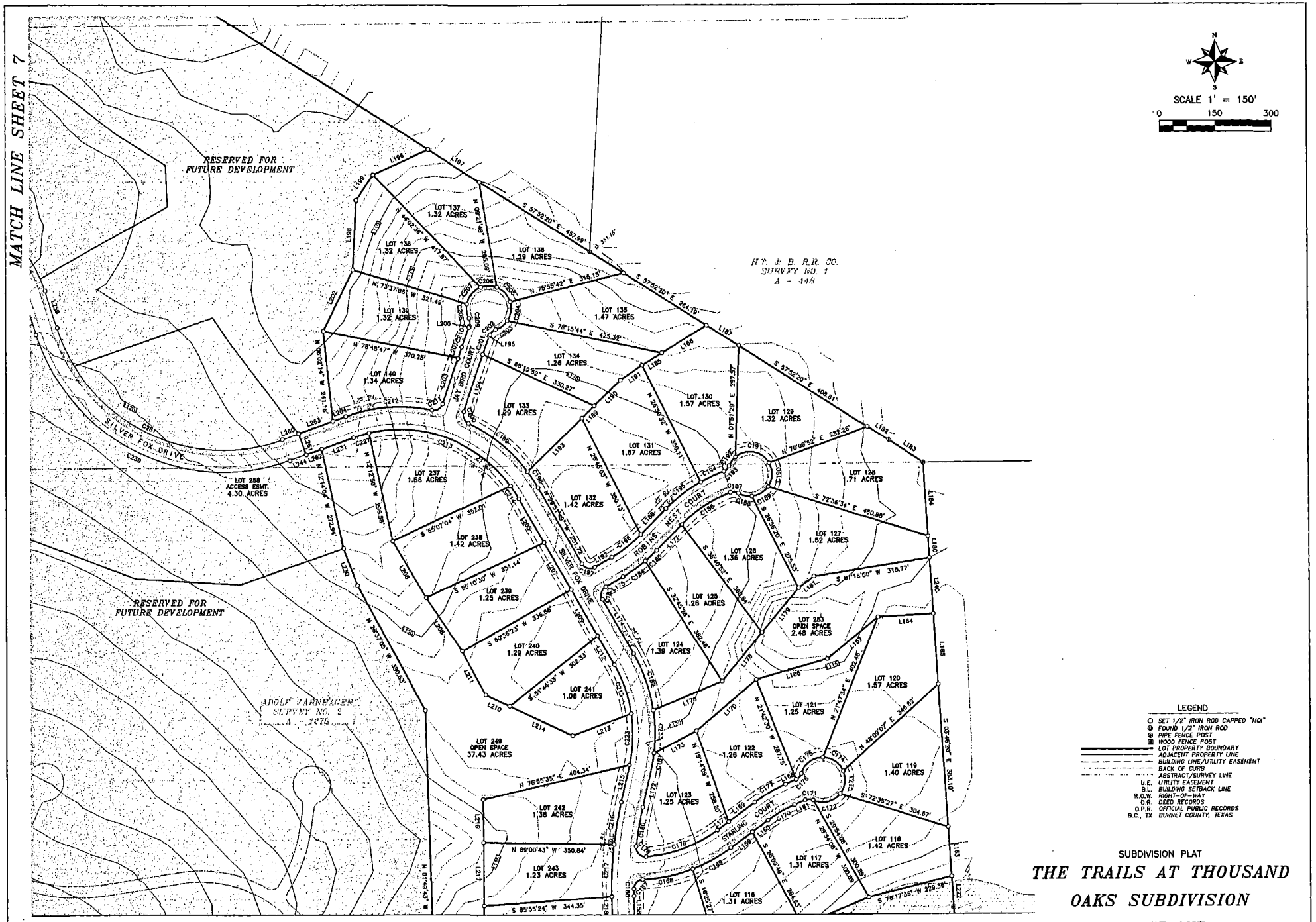
FIELD: BD, KS.
OFFICE: JM, BD
JOB NO.: 21070045-05



MATCH LINE SHEET 5

SUBDIVISION PLAT

THE TRAILS AT THOUSAND OAKS SUBDIVISION

PHASE ONE

MQI LAND SURVEYING
FIRM NO. 10145301
P.O. BOX 1265 MASON, TEXAS
PHONE: (325) 215-0053 EMAIL: info@mqitx.com
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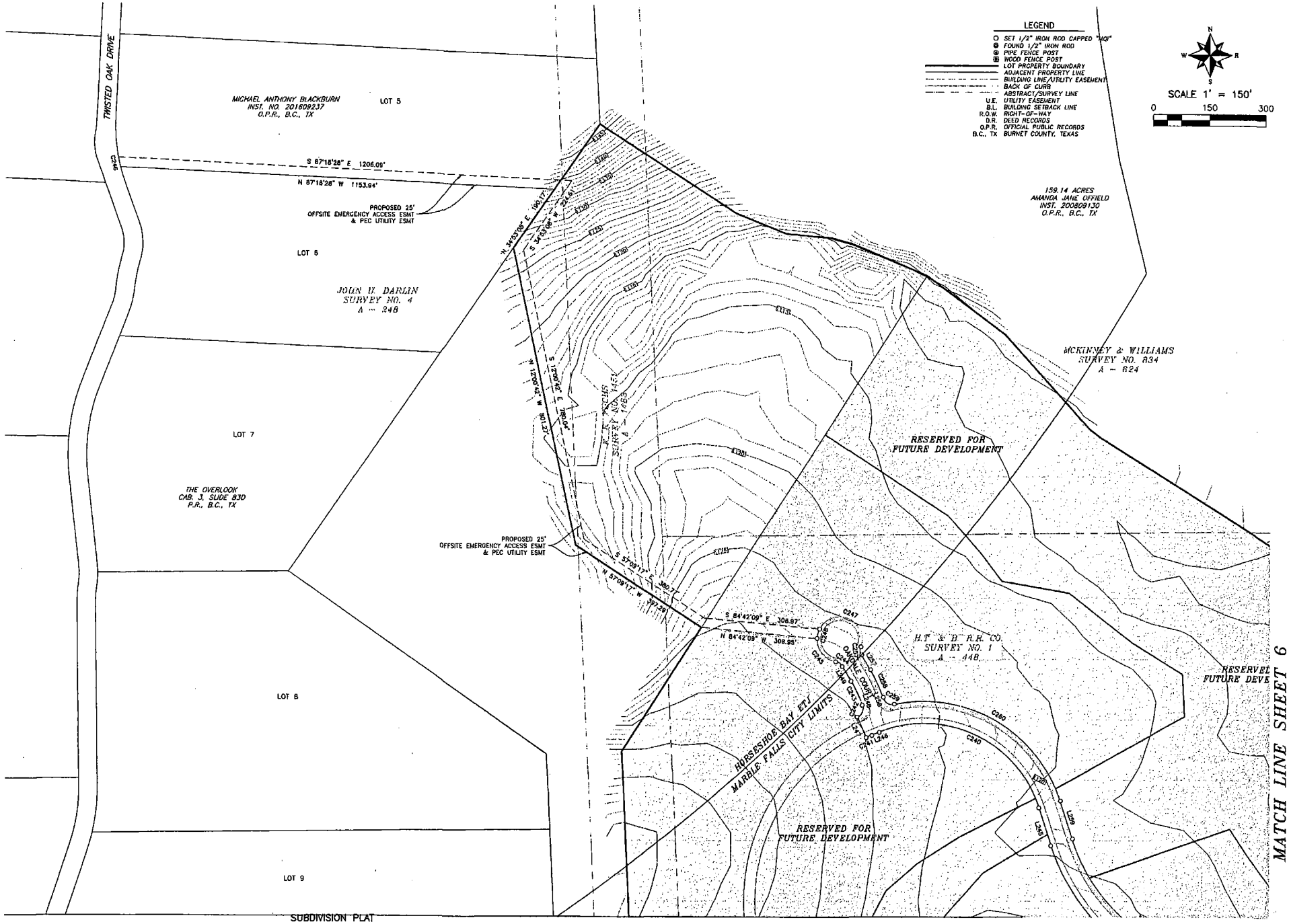
FIELD: BD, KS,
OFFICE: JM, BD
JOB No.: 21070045-05



SUBDIVISION PLAT

THE TRAILS AT THOUSAND OAKS SUBDIVISION

PHASE ONE

MQI McMILLAN and QUINN Inc. LAND SURVEYING
FIRM NO. 10145301
P.O. BOX 1265 NASON, TEXAS
PHONE: (325) 318-0063 EMAIL: info@mqlts.com
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FIELD: BD, KS,
OFFICE: JM, BD
JOB NO.: 21070045-05

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 79°50'41" W	196.83'
L2	N 24°35'13" W	70.02'
L3	S 65°24'47" W	175.69'
L4	S 02°08'42" E	151.47'
L5	N 12°45'56" E	4.88'
L6	S 07°03'45" E	150.33'
L7	S 02°06'42" E	45.00'
L8	S 79°16'50" E	211.37'
L9	N 88°40'47" E	209.46'
L10	S 07°12'43" E	67.13'
L11	S 02°03'45" E	195.88'
L12	N 14°41'36" W	187.00'
L13	S 02°15'17" E	209.50'
L14	N 14°41'36" W	57.51'
L15	N 01°08'48" W	13.07'
L16	S 02°15'17" E	191.56'
L17	N 01°08'48" W	184.09'
L18	S 02°12'43" E	121.81'
L19	S 02°15'17" E	69.72'
L20	N 01°08'48" W	44.58'
L21	S 02°12'43" E	205.49'
L22	N 60°27'41" E	190.71'
L23	N 60°27'41" E	178.03'
L24	N 60°27'41" E	73.02'
L25	S 02°12'43" E	221.42'
L26	N 47°07'03" W	172.81'
L27	N 42°52'57" E	81.66'
L28	S 02°12'43" E	167.06'
L29	S 02°12'43" E	195.27'
L30	S 02°12'43" E	202.49'
L31	N 07°31'45" W	112.87'
L32	S 02°12'43" E	193.59'
L33	N 07°31'45" W	58.76'
L34	S 02°12'43" E	145.34'
L35	S 02°12'43" E	150.30'
L36	N 30°39'38" E	43.12'
L37	S 77°05'14" E	208.36'
L38	S 02°12'43" E	206.50'
L39	N 87°07'21" E	134.71'
L40	S 02°12'43" E	11.86'
L41	N 65°18'36" E	216.91'
L42	S 11°18'21" E	197.72'
L43	N 64°25'27" W	28.95'
L44	S 11°18'21" E	169.18'
L45	S 11°18'21" E	111.82'
L46	S 02°07'12" E	107.81'
L47	N 04°39'08" E	98.77'
L48	S 02°07'12" E	86.43'
L49	S 13°18'19" E	22.55'
L50	N 39°22'27" E	66.50'
L51	S 32°07'47" W	138.65'
L52	S 32°07'47" W	191.11'
L53	N 39°22'27" E	192.48'
L54	S 01°42'18" E	208.72'
L55	N 89°24'01" E	22.69'
L56	S 04°29'02" E	52.89'
L57	S 01°42'18" E	214.90'
L58	N 70°59'55" E	181.10'
L59	N 70°59'55" E	113.35'
L60	S 80°28'11" E	204.49'
L61	S 58°20'27" E	88.82'
L62	N 77°33'14" E	209.51'
L63	N 77°33'14" E	203.12'
L64	N 50°14'26" W	140.32'
L65	N 49°21'03" W	109.25'
L66	S 39°39'42" E	114.55'
L67	S 76°55'52" W	121.27'
L68	S 76°55'52" W	156.12'
L69	N 50°14'26" W	46.01'
L70	S 56°12'03" W	218.50'
L71	S 39°22'27" W	126.37'
L72	N 32°00'10" E	209.74'
L73	S 39°22'27" W	92.70'
L74	S 53°18'19" W	22.55'
L75	N 67°07'18" W	11.23'
L76	N 57°42'01" W	118.27'
L77	N 10°49'11" W	131.69'
L78	S 48°50'20" E	40.05'
L79	N 38°20'42" E	114.03'
L80	S 04°56'08" E	15.78'
L81	N 04°56'08" W	42.14'
L82	N 00°14'57" E	193.10'
L83	S 57°42'01" E	95.09'
L84	S 67°07'18" E	23.18'
L85	S 67°07'18" E	11.23'
L86	N 27°47'02" W	108.65'
L87	S 04°56'08" E	98.77'
L88	N 33°39'54" W	132.29'
L89	N 03°48'29" W	198.74'
L90	N 64°56'01" W	211.47'
L91	N 64°56'01" W	215.41'
L92	S 63°55'27" E	28.99'
L93	N 64°56'01" W	192.58'
L94	N 33°39'07" W	178.15'
L95	S 30°39'38" E	43.12'
L96	N 59°55'56" W	81.89'
L97	S 48°32'18" E	99.26'
L98	N 59°55'56" W	143.68'
L99	N 70°18'21" W	45.15'
L100	N 16°21'09" E	153.31'
L101	S 45°21'31" E	177.84'
L102	N 75°49'21" W	209.71'
L103	S 48°13'34" E	197.00'
L104	N 12°29'05" E	132.47'
L105	N 12°29'05" E	115.78'
L106	S 61°57'44" E	79.66'
L107	N 09°55'54" E	165.71'
L108	N 12°29'05" E	180.33'
L109	N 16°06'55" W	143.32'
L110	N 08°55'54" E	103.14'
L111	N 38°31'56" W	95.45'
L112	N 18°06'55" W	114.22'
L113	N 38°31'56" W	208.49'
L114	S 70°18'21" E	32.91'
L115	S 70°18'21" E	32.83'
L116	N 64°34'03" W	175.00'
L117	N 64°34'03" W	187.56'
L118	N 64°34'03" W	70.67'
L119	S 70°18'21" E	81.86'
L120	S 07°31'45" E	134.93'
L121	S 07°31'45" E	46.80'
L122	N 32°08'12" W	184.04'
L123	S 43°17'16" W	80.71'
L124	N 08°42'34" E	218.37'
L125	S 47°07'03" E	33.41'
L126	S 87°49'18" W	128.51'
L127	S 01°06'48" E	193.93'
L128	N 02°10'20" W	215.30'
L129	S 01°06'48" E	27.78'
L130	S 14°41'36" E	84.95'
L131	S 14°41'36" E	149.56'
L132	N 02°10'20" W	188.38'
L133	N 02°10'20" W	193.10'
L134	N 02°10'20" W	186.68'

LINE TABLE		
LINE	BEARING	DISTANCE
L135	N 02°10'20" W	188.98'
L136	N 02°10'20" W	175.69'
L137	S 12°45'56" E	4.88'
L138	N 02°10'20" W	193.77'
L139	N 24°28'19" W	67.45'
L140	S 24°35'13" E	70.02'
L141	S 68°24'47" W	215.00'
L142	S 02°14'16" E	75.84'
L143	S 69°06'23" W	98.87'
L144	S 20°53'37" E	70.19'
L145	N 47°07'03" W	146.03'
L146	N 47°07'03" W	44.22'
L147	N 34°47'17" W	58.85'
L148	S 43°32'18" E	80.71'
L149	N 34°47'17" W	50.34'
L150	S 47°18'12" E	188.69'
L151	N 37°46'07" W	194.78'
L152	N 40°28'41" W	124.24'
L153	S 34°47'17" E	108.59'
L154	N 33°06'46" W	164.94'
L155	S 47°07'03" E	58.79'
L156	N 28°28'03" W	171.07'
L157	S 66°11'05" W	222.89'
L158	N 01°11'54" W	58.45'
L159	N 53°29'30" E	72.38'
L160	N 53°29'30" E	52.95'
L161	N 66°15'37" E	31.92'
L162	S 67°14'35" W	194.78'
L163	S 05°48'20" E	132.49'
L164	N 86°30'16" E	149.86'
L165	N 01°08'48" W	189.97'
L166	N 74°05'24" E	198.30'
L167	N 51°06'30" E	175.76'
L168	S 66°15'37" W	31.92'
L169	S 53°18'19" W	88.43'
L170	N 49°42'59" E	211.91'
L171	S 53°29'30" W	36.90'
L172	N 12°57'21" E	202.78'
L173	N 62°51'16" E	129.69'
L174	N 29°51'49" W	184.45'
L175	N 60°08'11" E	68.73'
L176	S 67°28'29" W	201.59'
L177	N 44°45'02" E	97.38'
L178	S 30°44'17" W	168.95'
L179	S 05°48'20" E	154.54'
L180	S 05°48'20" E	58.04'
L181	S 52°51'37" W	51.82'
L182	S 52°52'39" E	68.21'
L183	S 56°47'21" E	101.59'
L184	S 03°48'20" E	198.87'
L185	N 58°41'30" E	62.63'
L186	N 58°41'30" E	74.85'
L187	S 57°52'20" E	102.38'
L188	S 44°45'02" W	97.38'
L189	N 45°46'44" E	46.70'
L190	S 45°46'20" E	22.99'
L191	N 55°48'43" E	71.30'
L192	S 60°06'11" W	69.73'
L193	S 45°46'44" W	204.94'
L194	N 18°40'24" E	179.89'
L195	N 22°31'44" E	3.58'
L196	N 65°48'18" E	154.27'
L197	S 57°52'20" E	187.28'
L198	N 02°55'04" E	186.53'
L199	N 39°41'13" E	82.26'
L200	S 22°31'44" W	3.58'
L201	S 18°40'24" W	31.61'
L202	N 29°51'49" E	182.48'
L203	S 18°40'24" W	144.28'
L204	S 70°10'19" W	39.53'
L205	S 29°51'49" E	135.69'
L206	N 30°51'48" W	178.46'
L207	S 29°51'49" E	182.48'
L208	N 34°08'07" W	173.31'
L209	S 29°51'49" E	143.10'
L210	N 64°46'32" W	71.19'
L211	S 28°13'54" W	131.69'
L212	S 29°51'49" E	89.63'
L213	S 69°35'17" W	169.00'
L214	N 64°46'32" W	182.46'
L215	S 12°57'31" W	102.26'
L216	N 00°17'49" W	115.91'
L217	N 00°17'21" W	169.81'
L218	N 01°14'14" E	173.79'
L219	N 00°17'21" W	206.62'
L220	N 34°20'43" W	118.68'
L221	N 18°39'05" W	142.69'
L222	S 03°48'20" E	83.35'
L223	S 04°29'02" E	150.63'
L224	S 50°14'26" E	186.38'
L225	S 50°14'26" E	138.62'
L226	N 08°55'43" E	211.75'
L227	N 28°13'28" E	126.34'
L228	S 28°13'54" W	131.20'
L229	N 39°21'35" E	183.83'
L230	N 20°39'37" W	105.62'
L231	N 70°10'19" E	90.47'
L232	N 70°10'19" E	76.87'
L233	N 18°45'19" W	132.56'
L234	N 23°10'39" W	145.64'
L235	N 14°43'21" E	127.50'
L236	N 23°10'39" W	209.79'
L237	N 02°58'48" W	178.83'
L238	S 18°16'42" E	82.18'
L239	S 59°04'10" W	49.18'
L240	S 03°46'20" E	150.01'
L241	N 59°09'42" W	47.77'
L242	N 18°19'42" W	23.28'
L243	N 18°19'42" W	71.31'
L244	S 70°10'19" W	46.49'
L245	N 17°47'17" W	105.02'
L246	N 64°04'08" W	21.60'
L247	N 23°53'30" W	60.00'
L248	N 19°53'11" W	0.62'
L249	N 30°39'45" W	46.23'
L250	N 19°27'05" W	19.53'
L251	N 57°11'50" W	212.06'
L252	N 43°03'09" W	104.15'
L253	N 29°21'49" E	29.00'
L254	S 43°03'09" E	104.15'
L255	S 57°11'50" E	212.06'
L256	S 19°27'05" E	18.53'
L257	S 19°53'11" E	2.34'
L258	S 19°53'11" E	46.23'
L259	S 19°49'41" E	90.00'
L260	S 17°47'17" E	105.02'
L261	S 70°10'19" E	49.49'
L262	S 19°49'41" E	90.00'
L263	N 70°10'19" E	43.98'
L264	N 00°22'17" E	80.08'
L265	N 23°02'18" E	60.00'
L266	N 47°07'03" W	139.40'
L267	N 47°07'03" W	139.40'
L268	N 47°07'03" W	122.91'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	680.00'	222.00'	221.02'	N 11°35'26" W
C2	680.00'	43.25'	43.24'	N 22°45'44" W
C3	620.00'	223.06'	221.86'	N 18°55'26" W
C4	620.00'	228.42'	227.13'	N 02°42'24" W
C5	620.00'	53.20'	53.20'	N 10°18'24" E
C6	2030.00'	188.60'	188.53'	N 10°21'10" E
C7	2030.00'	255.43'	255.26'	N 04°24'24" W
C8	2030.00'	241.97'	241.83'	N 02°36'28" W
C9	2030.00'	255.57'	255.38'	N 09°28'14" W
C10	2030.00'	41.63'	41.63'	N 14°08'11" W
C11	420.00'	99.58'	99.31'	N 07°54'12" W
C12	480.00'	104.45'	104.24'	N 07°20'50" W
C13	480.00'	142.30'	141.78'	N 22°54'36" W
C14	480.00'	138.68'	138.18'	N 38°00'31" W
C15	25.00'	22.83'	22.05'	N 20°57'09" W
C16	65.00'	16.63'	16.59'	N 02°07'03" W
C17	25.00'	22.83'	22.05'	N 18°43'00" E
C18	630.00'	60.08'	60.06'	N 40°09'01" E
C19	630.00'	131.09'	130.86'	N 31°27'25" E
C20	630.00'	119.40'	119.22'	N 20°03'58" E
C21	630.00'	118.12'	117.95'	N 09°15'55" E
C22	630.00'	125.60'	125.38'	N 01°49'03" W
C23	570.00'	102.33'	102.19'	N 02°23'10" W
C24	570.00'	191.68'	190.78'	N 12°30'52" E
C25	570.00'	85.92'	85.84'	N 26°20'32" E
C26	730.00'	97.41'	97.34'	N 28°50'15" E
C27	730.00'	324.30'	321.61'	N 10°17'27" E
C28	730.00'	302.48'	300.30'	N 14°18'30" W
C29	730.00'	165.70'	165.35'	N 32°40'51" W
C30	730.00'	145.79'	145.54'	N 44°54'17" W
C31	730.00'	163.06'	162.72'	N 57°01'30" W
C32	420.00'	213.57'	211.28'	N 48°51'24" W
C33	420.00'	226.80'	224.05'	N 18°49'10" W
C34	420.00'	58.66'	58.61'	N 00°38'05" E
C35	25.00'	22.83'	22.05'	N 09°49'03" W
C36	65.00'	46.55'	45.56'	N 36°28'05" E
C37	65.00'	18.99'	18.94'	N 08°27'51" E
C38	25.00'	22.83'	22.05'	N 27°08'57" E
C39	430.00'	104.55'	104.29'	N 46°20'23" E
C40	1030.00'	106.21'	106.17'	N 38°25'12" E
C41	1030.00'	133.51'	133.21'	N 24°23'55" E
C42	1030.00'	168.13'	168.11'	N 18°00'38" E
C43	1030.00'	198.37'	198.06'	N 05°48'42" E
C44	1030.00'	214.58'	214.19'	N 05°40'26" W
C45	1030.00'	205.78'	205.47'	N 17°31'58" W
C46	1030.00'	310.67'	309.49'	N 31°43'48" W
C47	25.00'	40.68'	36.34'	N 08°14'31" E
C48	370.00'	119.59'	119.07'	N 82°08'32" E
C49	25.00'	22.44'	21.69'	S 82°54'57" E
C50	60.00'	11.31'	11.29'	S 82°36'21" E
C51	60.00'	99.04'	88.17'	N 84°49'30" E
C52	60.00'	81.00'	74.90'	N 21°53'40" E
C53	60.00'	51.69'	50.10'	N 64°35'53" W
C54	60.00'	49.49'	48.10'	S 47°05'53" W
C55	25.00'	21.09'	20.47'	S 47°38'03" W
C56	430.00'	92.99'	92.83'	S 70°16'02" W
C57	430.00'	127.53'	127.08'	S 80°14'20" W
C58	25.00'	37.66'	34.20'	N 85°06'05" W
C59	970.00'	29.71'	29.71'	N 41°01'08" W
C60	1030.00'	46.60'	46.59'	S 40°35'40" E
C61	827.89'	93.48'	93.41'	S 39°11'10" E
C62	25.00'	37.80'	34.30'	S 08°53'18" W
C63	130.02'	97.44'	95.08'	S 41°44'50" W
C64	330.02'	101.81'	101.21'	S 24°27'53" W
C65	270.18'	78.13'	77.86'	S 24°23'47" W
C66	270.18'	43.80'	43.75'	S 37°38'05" W
C67	25.00'	21.08'	20.46'	S 70°03'09" W
C68	60.00'	58.74'	56.42'	S 69°38'11" W
C69	60.00'	51.39'	49.83'	S 58°34'39" E
C70	60.00'	77.00'	71.84'	N 67°14'37" E
C71	60.00'	22.68'	22.54'	N 09°32'28" E
C72	25.00'	19.90'	19.39'	N 21°25'20" E
C73	330.00'	99.45'	99.09'	N 30°49'04" W
C74	330.50'	74.53'	74.37'	N 22°59'05" E
C75	270.00'	148.84'	147.05'	N 31°20'53" E
C76	25.00'	43.01'	38.17'	S 81°18'02" E
C77	970.00'	480.79'	475.86'	S 15°19'08" E
C78	970.00'	410.78'	407.71'	S 10°50'45" W
C79	970.00'	92.42'	92.38'	S 38°38'41" W
C80	370.00'	88.88'	88.67'	S 45°28'13" W
C81	25.00'	21.83'	22.05'	S 78°28'15" W
C82	65.00'	51.15'	49.84'	S 83°08'31" W
C83	25.00'	22.83'	22.05'	S 88°42'48" W
C84	970.00'	110.98'	110.92'	N 18°50'44" W
C85	970.00'	46.58'	45.57'	N 59°08'08" W
C86	880.01'	34.65'	34.64'	N 59°09'37" W
C87	25.00'	21.45'	20.81'	N 18°09'21" W
C88	430.00'	134.18'	133.63'	N 19°35'08" E
C89	430.00'	13.59'	13.59'	N 09°44'27" E
C90	25.00'	21.69'	21.07'	N 29°40'29" E
C91	65.00'	78.96'	73.79'	N 17°47'01" E
C92	60.00'	53.67'	51.90'	N 44°35'22" W
C93	60.00'	46.51'	45.35'	S 81°54'45" W
C94	25.00'	22.83'	22.05'	S 27°39'51" E
C95	25.00'	21.68'	21.00'	S 20°00'15" E
C96	370.00'	126.36'	125.75'	S 14°37'11" W
C97	25.00'	37.54'	34.11'	S 67°25'02" W
C98	880.01'	251.38'	251.38'	N 81°31'10" W
C99	620.01'	336.05'	331.86'	S 73°13'41" E
C100	1030.00'	169.36'	169.17'	S 66°24'30" E
C101	25.00'	22.83'	22.05'	S 40°17'43" E
C102	65.00'	18.65'	18.59'	S 23°00'47" E
C103	65.00'	18.66'	18.59'	S 39°27'22" E
C104	25.00'	22.83'	22.05'	S 21°30'45" E
C105	480.00'	40.76'	40.75'	S 02°13'10" W
C106	480.00'	120.31'	120.00'	S 07°23'39" E
C107	480.00'	120.31'	120.00'	S 21°45'21" E
C108	480.00'	120.31'	120.00'	S 36°07'04" E
C109	480.00'	147.71'	147.13'	S 52°08'56" E
C110	480.00'	20.90'	20.90'	S 62°10'37" E
C111	670.00'	144.68'	144.40'	S 57°15'18" E
C112	670.00'	248.88'	247.49'	S 40°29'44" E
C113	670.00'	430.06'	422.71'	S 11°33'03" E
C114	670.00'	113.81'	113.67'	S 25°47'36" W
C115	630.00'	66.50'	66.47'	S 27°38'11" W
C116	25.00'	39.08'	35.22'	N 70°24'54" W
C117	370.00'	27.44'	27.44'	N 61°33'26" W
C118	430.00'	11.23'	11.23'	N 60°10'49" W
C119	430.00'	111.66'	111.34'	N 68°20'03" W
C120	271.44'	159.36'	157.09'	N 58°53'39" W
C121	270.00'	156.92'	154.72'	N 25°19'56" W
C122	25.00'	24.60'	23.70'	N 19°38'17" E
C123	60.00'	39.53'	38.81'	N 30°27'55" E
C124	60.00'	55.90'	53.90'	N 13°40'11" W
C125	60.00'	52.87'	51.17'	N 85°36'11" W
C126	60.00'	51.57'	50.00'	S 64°31'52" W
C127	60.00'	65.31'	62.13'	S 08°43'30" W
C128	60.00'	29.81'	29.50'	S 30°41'23" E
C129	25.00'	18.40'	18.00'	S 28°11'12" E
C130	330.00'	28.44'	28.44'	N 08°55'17" E
C131	330.00'	120.67'	120.00'	S 21°51'58" E
C132	330.00'	131.29'	130.43'	S 43°44'22" E
C133	330.00'	119.04'	118.40'	S 65°28'18" E
C134	370.00'	105.74'	105.38'	S 67°37'09" E

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C135	430.00'	43.81'	43.79'	S 62°21'03" E
C136	25.00'	34.99'	32.21'	S 25°10'08" E
C137	530.00'	248.96'	246.69'	S 01°42'03" W
C138	570.00'	313.45'	309.52'	S 08°13'30" W
C139	420.00'	275.70'	270.78'	S 28°18'44" E
C140	420.00'	61.25'	61.19'	S 05°18'36" E
C141	480.00'	113.57'	113.30'	S 07°54'12" E
C142	1970.00'	45.45'	45.45'	S 14°01'59" E
C143	1870.00'	168.69'	168.64'	S 10°55'07" E
C144	1970.00'	212.55'	212.45'	S 09°27'26" E
C145	1970.00'	200.18'	200.09'	S 00°37'39" W
C146	1970.00'	196.18'	196.07'	S 06°23'27" W
C147	1970.00'	121.10'	121.08'	S 11°00'16" W
C148	680.00'	102.90'	102.80'	S 08°25'49" W
C149	680.00'	181.30'	180.76'	S 03°32'34" E
C150	680.00'	159.11'	158.75'	S 17°33'02" E
C151	620.00'	35.79'	35.75'	S 22°23'19" E
C152	620.00'	205.09'	204.15'	S 11°47'51" E
C153	25.00'	21.79'	21.10'	S 22°43'40" W
C154	65.00'	30.87'	30.58'	S 53°05'52" W
C155	570.00'	188.09'	187.21'	S 33°25'51" W
C156	8.50'	0.67'	8.10'	S 72°05'18" W
C157	65.00'	30.43'	30.15'	S 87°52'57" W
C158	8.50'	8.67'	8.10'	N 75°18'25" W
C159	420.00'	90.38'	90.21'	N 40°57'10" W
C160	630.00'	139.87'	139.58'	N 41°08'53" W
C161	630.00'	210.07'	209.09'	N 52°06'44" W
C162	570.00'	264.95'	262.49'	N 54°11'35" E
C163	570.00'	86.01'	85.93'	S 36°06'20" E
C164	480.00'	103.29'	103.09'	S 40°57'10" E
C165	970.00'	212.29'	211.87'	N 07°29'55" W
C166	970.00'	35.52'	35.51'	N 00°10'47" W
C167	8.50'	13.18'	11.90'	N 45°16'33" E
C168	430.00'	154.35'	153.50'	N 29°21'56" E
C169	430.00'	117.29'	116.90'	N 61°18'15" E
C170	370.00'	82.46'	82.29'	N 59°52'34" E
C171	25.00'	21.88'	21.00'	S 88°53'49" E
C172	60.00'	81.44'	75.21'	N 37°00'48" E
C173	60.00'	64.07'	61.07'	N 07°34'52" E
C174	60.00'	68.94'	65.21'	N 65°56'36" W
C175	60.00'	78.10'	72.78'	S 63°52'10" W
C176	25.00'	21.69'	21.00'	N 41°12'14" W
C177	430.00'	95.84'	95.63'	S 88°52'44" W
C178	370.00'	228.91'	225.27'	S 71°12'55" W
C179	8.50'	14.92'	12.69'	N 29°21'56" E
C180	970.00'	126.79'	126.70'	N 09°12'50" E
C181	430.00'	45.76'	45.76'	N 09°34'30" E
C182	430.00'	160.69'	159.75'	N 19°09'20" W
C183	60.00'	13.33'	13.30'	N 15°00'11" E
C184	430.00'	73.48'	73.39'	N 55°14'27" E
C185	430.00'	41.99'	41.97'	N 47°32'45" E
C186	370.00'	158.03'	156.85'	N 26°08'51" E
C187	25.00'	22.55'	21.79'	S 84°56'33" E
C188	60.00'	37.75'	37.13'	S 77°07'50" E
C189	60.00'	52.88'	51.25'	N 59°12'55" E
C190	60.00'	27.85'	27.60'	N 01°35'28" E
C191	60.00'	104.38'	91.71'	N 80°05'59" W
C192	60.00'	29.83'	29.52'	S 35°49'14" W
C193	25.00'	21.00'	20.39'	S 62°18'39" W
C194	430.00'	68.03'	67.96'	S 65°10'37" W
C195	430.00'	119.28'	118.90'	S 52°41'52" W
C196	370.00'	98.36'	98.06'	S 52°28'39" W
C197	25.00'	19.15'	18.68'	N 21°31'49" W
C198	430.00'	51.95'	51.92'	N 33°19'28" W
C199	430.00'	221.42'	218.95'	N 51°32'16" W
C200	8.50'	12.60'	11.48'	N 23°52'04" E
C201	770.00'	52.26'	52.25'	N 20°37'04" E
C202	25.00'	21.68'	21.00'	N 47°24'08" E
C203	60.00'	35.54'	34.83'	N 83°01'40" E
C204	60.00'	54.37'	51.53'	N 28°00'00" E
C205	60.00'	54.73'	52.86'	N 42°36'42" W
C206	60.00'	44.45'	43.44'	N 89°58'13" W
C207	60.00'	41.00'	40.18'	S 48°15'40" W
C208	60.00'	39.45'	38.74'	S 08°17'00" E
C209	25.00'	21.68'	21.00'	S 02°16'40" E
C210	830.00'	58.34'	58.33'	S 20°37'04" W
C211	8.50'	12.60'	11.48'	S 23°52'04" E
C212	430.00'	251.15'	247.59'	S 66°54'15" W
C213	370.00'	431.59'	407.53'	S 69°38'39" E
C214	370.00'	41.10'	41.08'	S 33°56'47" W
C215	370.00'	138.27'	137.46'	S 19°09'29" E
C216	1030.00'	115.49'	115.43'	S 09°44'27" W
C217	1030.00'	138.35'	139.45'	S 02°39'10" W
C218	1030.00'	85.37'	85.35'	S 03°08'12" E
C219	1030.00'	125.46'	125.38'	S 09°28'02" E
C220	60.00'	76.17'	71.15'	S 05°11'28" W
C221	430.00'	99.39'	96.16'	N 30°47'11" E
C222	970.00'	447.33'	443.37'	N 26°38'46" W
C223	370.00'	138.27'	137.46'	S 02°15'11" W
C224	1030.00'	472.54'	468.41'	S 28°05'29" E
C225	370.00'	185.10'	183.09'	S 33°26'47" W
C226	60.00'	27.08'	26.85'	S 52°28'42" W
C227	370.00'	43.76'	43.68'	N 73°33'21" E
C228	670.00'	164.77'	164.35'	S 13°58'38" W
C229	65.00'	78.02'	73.42'	S 13°54'07" E
C230	25.00'	13.09'	12.95'	S 33°17'00" E
C231	350.00'	249.74'	244.48'	S 38°43'12" E
C232	5788.71'	207.46'	207.45'	S 31°05'40" W
C233	430.00'	114.90'	114.56'	N 00°47'50" W
C234	250.00'	178.39'	174.63'	N 38°43'12" W
C235	25.00'	18.08'	17.68'	N 00°07'18" E
C236	50.00'	85.25'	75.51'	N 19°11'07" W
C237	25.00'	23.84'	22.95'	N 29°33'54" W
C238	5788.71'	37.01'	37.01'	S 31°17'28" W
C239	430.00'	851.39'	726.78'	N 41°48'59" E
C240	320.00'	525.79'	468.61'	N 64°51'35" W
C241	470.00'	16.08'	16.08'	S 87°03'19" W
C242	25.00'	37.50'	34.10'	N 23°39'19" E
C243	370.00'	68.84'	68.74'	N 42°13'00" W
C244	25.00'	21.68'	21.00'	N 55°23'12" W
C245	60.00'	86.66'	79.32'	N 38°20'31" W
C246	142.38'	25.93'	25.89'	N 47°37'40" W
C247	60.00'	180.35'	119.72'	S 66°58'36" E
C248	60.00'	25.53'	25.34'	S 14°13'19" W
C249	1019.90'	219.98'	219.56'	N 30°07'27" W
C250	1019.90'	222.05'	221.61'	N 49°10'18" W
C251	312.50'	241.36'	235.40'	S 65°10'18" E
C252	987.50'	243.82'	243.20'	S 30°07'27" E
C253	187.50'	136.98'	134.03'	S 38°49'30" E
C254	187.50'	119.11'	116.62'	S 38°49'30" E
C255	192.50'	251.08'	217.46'	S 22°48'25" E
C256	60.00'	103.18'	90.92'	S 37°07'48" E
C257	25.00'	21.68'	21.00'	S 05°42'25" E
C258	430.00'	80.01'	79.89'	S 25°13'00" E
C259	25.00'	35.86'	32.87'	S 80°38'02" E
C260	380.00'	559.05'	509.08'	S 39°48'05" E
C261	470.00'	785.01'	676.41'	S 83°48'29" E
C262	25.00'	22.83'	22.05'	N 73°16'37" W
C263	65.00'	16.63'	16.59'	S 87°52'37" W
C264	25.00'	22.83'	22.05'	S 89°02'51" W
C265	25.00'	22.83'	22.05'	N 16°43'03" E
C266	65.00'	18.63'	18.59'	N 02°07'03" W
C267	25.00'	22.83'	22.05'	N 20°57'09" W
C268	630.00'	3.83'	3.83'	S 66°47'15" E
C269	620.01'	22.88'	22.88'	N 88°48'46" W

FLOOD ZONE DETERMINATION		
LOT #	BFE (EST)	FFE
21	1158.16	1159.25
22	1158.16	1159.25
39	1112.65	1113.75
40	1112.85	1114.00
41	1113.80	1115.00
42	1114.65	1115.75
43	1116.40	1117.50
44	1120.25	1121.25
45	1121.05	1122.25
46	1122.85	1124.00
56	1123.95	1125.00
57	1125.70	1126.75
58	1127.85	1129.00
59	1130.25	1131.25
60	1131.10	1132.25
61	1131.55	1132.75
62	1132.15	1133.25
63	1133.25	1134.25
64	1134.50	1135.50
74	1135.10	1136.25
75	1135.85	1137.00
76	1138.05	1139.25
77	1140.20	1141.25
78	1141.25	1142.25
79	1142.00	1143.00
83	1147.40	1148.50
84	1147.45	1148.50
85	1147.50	1148.50
86	1147.65	1148.75
87	1149.60	1150.75
92	1164.33	1165.50

Through Tax Year		Certificate #
2022	**TAX CERTIFICATE**	903518197

Issued By:
BURNET CENTRAL APPRAISAL DIST
223 S PIERCE
P O BOX 908
BURNET, TX 78611

Owner ID: 236229 100.00%
M OAKS RANCH PARTNERS LLC
11701 BEE CAVE RD, STE 230
AUSTIN, TX 78738

Property Information

Property ID:	82449 Geo ID: B0111-0000-00001-004
Legal Acres:	486.7900
Legal Desc:	ABS A0111 J.H. BEHRENS, TRACT & ABSTS 448,624,1279,1483,****(PT IN BLANCO CO), 486.79 ACRES
Situs:	HWY 281 MARBLE FALLS, TX 78654
DBA:	1000 OAKS RANCH
Exemptions:	

For Entities	Value Information	
*BURNET COUNTY	Improvement HS:	0
*CITY OF MARBLE FALLS	Improvement NHS:	0
*CO SPECIAL, ROAD & BRIDGE	Land HS:	0
*EMERG SERV DIST #6 (ESD6)	Land NHS:	7,530,485
*MARBLE FALLS ISD	Productivity Market:	0
*WATER CONSERV DIST OF CENTR	Productivity Use:	0
THOUSAND OAKS PID	Assessed Value	7,530,485

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			**0.00**	**0.00**	**0.00**	**0.00**

Outstanding Litigation Fees

Fee Date	Fee Description	Amount Due
12/29/2022	TAX CERTIFICATE	10.00
	Total Fees Due:	**10.00**

Effective Date: 12/29/2022 **Total Due if paid by: 12/31/2022** **10.00**

Tax Certificate Issued for:	Taxes Paid in 2022
*CITY OF MARBLE FALLS	39,607.72
*BURNET COUNTY	25,309.96
*CO SPECIAL, ROAD & BRIDGE	3,049.85
*MARBLE FALLS ISD	80,817.16
*WATER CONSERV DIST OF CENTR	429.24
*EMERG SERV DIST #6 (ESD6)	214.26
THOUSAND OAKS PID	25,000.00

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 12/29/2022
Requested By: MINERVA LTD
Fee Amount: 10.00
Reference #:

Through Tax Year		Certificate #
2022	**TAX CERTIFICATE**	903518198

Issued By:
BURNET CENTRAL APPRAISAL DIST
223 S PIERCE
P O BOX 908
BURNET, TX 78611

Property Information

Property ID:	102988 Geo ID: B0111-0000-00001-005
Legal Acres:	8.8500
Legal Desc:	ABS A0111 J.H. BEHRENS, TRACT & ABSTS 1851, 8.85 ACRES, (BEING PT OF 13.22 AC, REMAINDER IN BLANCO CO)
Situs:	S HWY 281 TX
DBA:	
Exemptions:	

Owner ID: 236229 100.00%
M OAKS RANCH PARTNERS LLC
11701 BEE CAVE RD, STE 230
AUSTIN, TX 78738

For Entities	Value Information	
*BURNET COUNTY	Improvement HS:	0
*CO SPECIAL, ROAD & BRIDGE	Improvement NHS:	0
*EMERG SERV DIST #6 (ESD6)	Land HS:	0
*MARBLE FALLS ISD	Land NHS:	136,907
*WATER CONSERV DIST OF CENTR	Productivity Market:	0
	Productivity Use:	0
	Assessed Value	136,907

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Outstanding Litigation Fees

Fee Date	Fee Description	Amount Due
12/29/2022	TAX CERTIFICATE	10.00
	Total Fees Due:	**10.00**

Effective Date: 12/29/2022 **Total Due if paid by: 12/31/2022** **10.00**

Tax Certificate Issued for:	Taxes Paid in 2022
*BURNET COUNTY	460.15
*CO SPECIAL, ROAD & BRIDGE	55.45
*MARBLE FALLS ISD	1,469.29
*WATER CONSERV DIST OF CENTR	7.80
*EMERG SERV DIST #6 (ESD6)	68.45

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending.

Date of Issue: 12/29/2022
Requested By: MINERVA LTD
Fee Amount: 10.00
Reference #:

Signature of Authorized Officer of Collecting Office